



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, AUGUST 18, 2016 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: July 28, 2016**
- 6. Special Presentations**
- 7. Citizen Participation - This is an opportunity for anyone to come forward and address the Commission on any matter relating to the City or of concern to our citizens. This also includes: 1) any item discussed at a previous work session; 2) any item not specifically listed on a previous agenda but discussed at a previous Commission meeting or 3) any item on tonight's agenda not labeled as a public hearing. Items requiring a public hearing are generally so noted on the agenda and public input will be taken when the item is considered.**
- 8. Unfinished Business**

9. New Business

- A. Request for wall material waiver for property located at 1695 W. Lake Mary Blvd.; Brian Montes, applicant (Steve Noto, City Planner)**
- B. Construction work between 10:00pm and 5:00am at The Oaks Shopping Center Phase III; Chuck Woide, Project Coordinator with Blue Ox Construction, applicant (Steve Noto, City Planner)**
- C. Resolution No. 984 - Amending FDOT Traffic Signal Maintenance and Compensation Agreement (Bruce Paster, Public Works Director)**
- D. School Resource Officer Agreement with the School Board**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**
- b. Surplus Items from various departments**

B. Items for Information

- a. Update on Station Point project**
- b. Monthly Department Reports**

C. Announcements

12. Mayor and Commissioners Report - (2)

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: September 8, 2016

1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held July 28,
2 2016, 5:30 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,
3 Lake Mary, Florida.

4
5 Mayor David Mealor Jackie Sova, City Manager
6 Commissioner Gary Brender Dianne Holloway, Finance Director
7 Deputy Mayor George Duryea – Late John Omana, Community Development Dir.
8 Commissioner Sidney Miller Bryan Nipe, Parks & Recreation Director
9 Commissioner Jo Ann Lucarelli Bruce Paster, Public Works Director
10 Tom Tomerlin, Economic Development Dir.
11 Steve Bracknell, Police Chief
12 Colin Morgan, Deputy Police Chief
13 Mike Biles, Police Captain
14 Bruce Fleming, Sr. Code Enforcement Off.
15 Frank Cornier, Fire Chief
16 Joe Landreville, Deputy Fire Chief
17 Mary Campbell, Deputy City Clerk
18

19 The work session was called to order by Mayor David Mealor at 5:35 P.M.

20
21 ITEMS FOR DISCUSSION

22
23 1. FY 2017 Budget

24
25 Ms. Sova said in years past we have gone through and looked at a lot of line items.
26 The last couple of years things have been flat so tonight we will go through and hit the
27 highlights. The first one of those highlights will be under Revenues on Page 2 as we
28 look at ad valorem taxes. They went up about 5% but then the franchise and utility
29 taxes dropped the same amount, the biggest utility tax being the Telecommunications
30 Tax. People continue to drop their home phones to go on cellphones and we lose
31 revenues there. They cut the cable and the trend going on reduces the fee so we get
32 off the cable TV bills. That's one that will probably continue to trend downward as
33 people can find other technologies and ways to get around some of these bills they pay
34 and they seem to be full of taxes.
35

36 Deputy Mayor Duryea arrived at this time (5:37 P.M.).
37

38 Ms. Sova said we transferred water and sewer to the General Fund to take care of all
39 the administrative costs of \$100,000. We do a full calculation of that every year and we
40 could actually be doing a greater amount so we think this amount is reasonable.
41

42 Ms. Sova asked if anyone wanted to look at any particular revenue.
43

44 Mayor Mealor said if there is anything the Commission has just get the City Manager or
45 Finance Director's attention.
46

1 Commissioner Miller said he thought we had a certain number of apartments.

2
3 Ms. Sova asked the number in Midtown and Mr. Omana answered 265.

4
5 Ms. Sova said on Page 21 the big item we have put in is for a pay plan study. This has
6 become an every other year thing. We have had some agencies around us make some
7 pay adjustments that we have to keep up with. When we did it two years ago, mostly
8 public safety got pay adjustments. It's hard to predict where we will be this year. The
9 City of Maitland is finishing a professional study and we will probably be able to use that
10 for a lot of the background information. She found that when we have professionals do
11 it we end up re-doing everything on our own. If we do all the legwork we might as well
12 do our own. We have budgeted 3% on top of salaries for merit pay for employees. We
13 have a merit pay scale based on their evaluation scores. The \$150,000 will be for pay
14 plan adjustments to take care of any salary or title inequities.

15
16 Ms. Sova said the other items here are the economic incentives that are due. It is
17 \$168,750 for Verizon and \$170,000 for Deloitte.

18
19 Deputy Mayor Duryea asked who monitors this.

20
21 Ms. Sova said the county does monitor it. The state monitors. The Verizon with the
22 state also monitors because they have a part of that one and then Deloitte. The county
23 will monitor it as well as us. We will do part of that auditing process. It is the Clerk of
24 the Court office that does that monitoring and not finance.

25
26 Mayor Meador said since we have the incentives and we are hearing the term "corporate
27 welfare", he asked if it would be possible to have staff provide the amount of the
28 additional ad valorem revenue that has been brought to the City with these being in
29 place.

30
31 Ms. Sova said we can do that for the next meeting. That's one of the analysis we do
32 before we bring it to the Commission. Deloitte filled those jobs a lot of faster than they
33 expected and Verizon brought more jobs than they originally anticipated. Those have
34 proved to be two big ones.

35
36 Commissioner Miller asked if we had any incentives with Florida Blue.

37
38 Ms. Sova answered negatively.

39
40 Ms. Sova on Page 26 is Community Development. We reorganized the department a
41 month ago. We moved all engineering functions to Public Works. We moved the City
42 Engineer and GIS Specialist to Public Works. During the year the administrative
43 assistant resigned and we have been able to keep up with the work with staff that was
44 there. She added \$20,000 to professional services because the workload has shifted.
45 We are having some nice projects come through the door and she wanted to make sure

1 if our planning staff needs help we can get them help getting projects out the door that
2 we might feel pressed with.

3
4 Ms. Sova on Page 38 is the Building Department. During the year we talked about
5 adding a document imaging specialist.

6
7 Commissioner Miller asked to go back to Community Development. A long time ago
8 they were using outside consultants to look at drawings that were submitted. He asked
9 if that was something built into the budget if suddenly they get a peak because of all the
10 work we think is coming. He asked if we could outsource some of that.

11
12 Ms. Sova said that happens in the Building Department and there is money for that.
13 That is why she added \$20,000 to the Community Development budget so if we get
14 projects where we need planning assistance rather than plans review.

15
16 Deputy Mayor Duryea questioned the maintenance contracts on Page 35.

17
18 Ms. Holloway said the maintenance contracts are basically for software programs, the
19 AS-400, different types of support for servers. We have a smart net so if our network
20 goes down or if the switch is fried there are warranties. If the switch burns up they are
21 about five or six grand apiece. We have a company that will come in and replace that
22 switch under that warranty. It also includes our telephone system. It is for things our IT
23 staff can't handle like repair equipment.

24
25 Ms. Sova said in the Building Department she is recommending a staff assistant. The
26 backlog of document imaging is tremendous. They also have a need for someone to
27 help answer the telephones, help them issue permits, cover for lunch and absences.
28 We are collecting sufficient fees to cover this and this is where we need customer
29 service focus right now. It gets very busy at that counter and people calling for
30 inspections. We have the automated system but a lot of people like to call and get the
31 status of things. We need to be providing great customer service.

32
33 Ms. Sova said in the Police Department, we have had an interesting situation going on
34 this summer with school resource officers. We heard in April at Mayors/Managers when
35 the School Board came and said that they had made the decision along with the sheriff
36 to put a full time school resource officer in every school. We already had a full time
37 resource officer at Crystal Lake Elementary and a part time resource officer at Lake
38 Mary Elementary and Kim kind of worked between both schools. The decision was
39 made that it needed to be a full time officer at each school. The good side of that was
40 the School Board said they would pay 50% of that. It has taken until just this past
41 Tuesday night for that agreement to come together. There was a lot of back and forth
42 about it. The chief got an e-mail on Monday where they were trying to back out on
43 paying their 50%. She said she was pretty lit up but the agreement has been signed
44 and we are going to get our 50%. In that re-arranging they wouldn't allow us to have a
45 part time officer so we brought the part time officer back into our community services
46 and moved a police officer to the school full time.

1
2 Deputy Mayor Duryea said both elementary schools are open from 8:00 A.M. to 3:00
3 P.M. He asked what we did with the officer after that.

4
5 Chief Bracknell said they have other responsibilities such as when the parents get
6 together in the afternoons for events, or having a childcare situation they will be there
7 for that, weekend events they will be there for that. Right now the schools are closed
8 and she is on the street working a regular shift.

9
10 Commissioner Brender asked if we had any responsibilities for Lake Mary Prep.

11
12 Ms. Sova for Lake Mary Prep we used to do the DARE program and are now doing
13 FOCUS. We make them pay us. We provided that free for several years but now they
14 pay us for that service. Some of the other cities have sheriff officers in their schools.
15 She felt like in our community that our citizens would expect to see Lake Mary officers in
16 these two elementary schools. We proceeded with that thought process in mind.

17
18 Commissioner Miller asked if they had the same cost sharing with the county that they
19 have with us.

20
21 Ms. Sova answered affirmatively. Altamonte was the other city that wanted to make
22 sure that Altamonte officers were in their schools. Some of the schools were happy to
23 have sheriff deputies there.

24
25 Deputy Mayor Duryea asked what they did.

26
27 Chief Bracknell said they teach the FOCUS program and are required to be in the
28 lunchroom during lunch hours. They will substitute in different classes when the teacher
29 needs a break, and they bring our message into the classroom.

30
31 Ms. Sova said it is very much about having children interact with police officers and not
32 having fear of them and gaining respect for them.

33
34 Commissioner Miller said it is mostly presence "just in case".

35
36 Chief Bracknell answered affirmatively. All the CPS calls are handled through child
37 protection and they will do the investigation of an accusation of sexual misconduct of a
38 child.

39
40 Commissioner Brender asked if we do that or the sheriff.

41
42 Chief Bracknell said if it is in our jurisdiction, we do it.

43
44 Ms. Sova said on Page 50 is Support Services. We recently had our support services
45 supervisor leave and we've looked at this for a while. About three months ago the Chief
46 brought to her to reconsider how they are going to operate their com center. At the

1 beginning of the fiscal year we are going to do some accounting that separates the com
2 center from the other services. We are going to find out what that com center is really
3 costing us and is it cost effective to run it on our own. As things have changed is this
4 the safest thing for the officers for us to run it on our own. Can there be a delay in
5 phone calls because someone calls in to a 9-1-1 center and the call gets transferred to
6 us. It may serve our citizenry better if that call is handled at the main com center. We
7 are going to analyze that. We are going to take our time and do it right. Right now the
8 sheriff's office would need to have space for us. We will just have to look at the whole
9 picture. We are going to consider alternatives to the way we have been doing business.

10
11 Ms. Sova said in the Fire Department we're running a tight ship and don't have over
12 hires anywhere in the City. We are having a problem with the Family Medical Leave Act
13 where a firefighter may have a new baby at home and can take 12 weeks off to do that
14 or if someone gets injured. We have had enough of those kinds of occurrences of off
15 the job injuries, illnesses, and babies coming that the guys don't even want the overtime
16 anymore. They are exhausted. Rather than increasing the overtime budget a
17 significant amount we are going to try and do something like the police department does
18 with some reserves. We are looking at developing a reserve program we would like to
19 get in place soon. These would be firefighters, maybe some of our retirees who might
20 want to come back and work a shift now and then. It might be retirees from other
21 departments to pick up extra money and stay around the fire service. They need people
22 interested in being in fire service rather than continue to have a worn out staff and
23 people resentful of all the overtime because you have to remember these are 24-hour
24 shifts. We are going to look at a reserve program.

25
26 Deputy Mayor Duryea asked about contractual services for the fire department.

27
28 Ms. Sova said they have some training programs we do in-house that we contract to get
29 them done.

30
31 Ms. Sova said on Page 62 in Public Works Administration you can see the change of
32 moving the City Engineer and the GIS Specialist into Public Works. The City Engineer
33 is going to be funded 50% General Fund and 50% Stormwater Fund. Danielle (Koury)
34 has been solely in the Stormwater Fund for years. She is doing well on her own. Bruce
35 (Paster) and Dave (Dovan) have picked up some other duties so we think we are
36 sufficiently staffed. We will monitor that to make sure. We might end up needing an
37 engineering inspector and not another engineer. Inspections are probably where we will
38 need help.

39
40 Mayor Mealor said on Page 51 he asked why the equipment under \$1,000 had doubled.
41 He asked if that had to do with the SunRail activities.

42
43 Ms. Sova said she had asked for new chairs for the com center and some new
44 equipment. They wanted some desk re-arranging. It's things like that.

45

1 Ms. Sova said Parks & Recreation asked for a part time irrigation person. She said she
2 didn't fund it at this point and thought they need to look at work flow. She didn't know if
3 they could find somebody to do that part time. We might need to do it full time so we
4 might ask our contractor for more help.
5
6 Ms. Sova said Facilities Maintenance is stable and they stay busy. There is extra
7 money in Facilities Maintenance. Our buildings are hitting the 10 or 15-year point and
8 roof leaks are happening, air conditioning is going. It seems like it's all happening at
9 once. It's getting expensive fast.
10
11 Ms. Sova said the Events Center is stable and continues to grow with revenues. We
12 are doing more marketing and it is getting us more daily rentals. The number of rentals
13 has gone up.
14
15 Commissioner Miller asked if there was a place where they could look at the revenues
16 and expenses for the Events Center.
17
18 Ms. Sova said it is combined as revenue with the Community Center. In the monthly
19 reports they have detailed that out.
20
21 Ms. Holloway said we anticipate \$85,000 in revenue for the Community Center and
22 \$585,000 for the Events Center.
23
24 Commissioner Miller asked the expense that goes against that.
25
26 Ms. Sova said about \$450,000. There is \$333,000 debt service on the building and they
27 couldn't leave that out of the equation.
28
29 Ms. Sova said the Community Center is doing good and business is picking up. The
30 camp did good this year but they're starting school early.
31
32 Ms. Sova said Page 96 is the Second Dollar Training and is stable. This is where the
33 department spends a lot of their training money.
34
35 Ms. Sova said in the Law Enforcement Trust Fund there is \$5,000 for the FOCUS
36 Program and \$11,000 for K-9 replacement.
37
38 Ms. Sova said in Fire Impact Fees it's time for our fire department to gear up and be
39 safe and they are looking to get ballistic vests and a vehicle immobilization system for
40 the apparatus. Sanford just got a rescue stolen and we don't want that kind of thing to
41 happen.
42
43 Ms. Sova said on Page 105 is Heritage Park. We talked quickly about debt service
44 being \$333,867 and that's all the debt that we had.
45

1 Ms. Sova said a summary list of capital projects is on Page 116. A lot of these things
2 are annual. This year we have to replace the AS-400 and IBM server replacement.
3 The AS-400 is beyond its end of life and we don't have a choice anymore.
4
5 Commissioner Miller asked what money we have for capital budgets. He asked if that
6 was the amount of money we have or is that what is allocated.
7
8 Ms. Sova said that's what is allocated. There is a tiny bit of carryover. We are
9 predicting \$10,000.
10
11 Commissioner Miller said so there is really no carryover. That uses up the one cent.
12
13 Ms. Sova said the one cent sales tax is in a different fund. We transfer money from the
14 General Fund into here.
15
16 Commissioner Miller said this is all General Fund capital money.
17
18 Ms. Sova answered affirmatively.
19
20 Deputy Mayor Duryea asked about the lighting district.
21
22 Ms. Holloway said the \$32,000 was still there.
23
24 Ms. Sova said there are street lighting revenues in the General Fund for the lights in
25 place and they get billed. This \$32,000 is for when we need street lighting additions.
26 They tend to happen a couple at a time. This is also the money if Evansdale ever
27 happens. That's why we keep that pot of money. We have a mixed community thinking
28 about street lights.
29
30 Ms. Sova said we have money for the Crystal Lake Avenue sidewalk and turn lane. We
31 are not going to get finished before the first of October. The Wilbur project grew by
32 \$100,000 because we are going to need some landscaping and sidewalks. It's going to
33 take more than we originally estimated.
34
35 Commissioner Miller said he recalled discussions about enhanced lighting around city
36 hall. He asked if we were planning any changes in what we have done like the
37 Christmas event we do.
38
39 Ms. Sova said we did that two years ago when we added the sound system and the
40 dancing lights. There is some money to keep those repaired. Every year the light
41 program has to be programmed and we bring in a programmer to do that.
42
43 Ms. Holloway said it is in the operating budget for Parks & Rec.
44
45 Deputy Mayor Duryea said we talked about improvements to Crystal Lake Avenue. He
46 said he didn't see that in Capital Projects.

1
2 Ms. Sova said there is \$91,000. We are having some timing and right-of-way issues
3 with getting that done. The sidewalk takes up too much space in front of the park we
4 have there. If we make parking along the street there then we don't have room for
5 sidewalks. Steve (Noto), Bryan (Nipe) and Bruce (Paster) have all worked on that.
6 What we have budgeted she would call Phase 1 and getting that done and seeing
7 where we are. A sidewalk and parking places are problematic.

8
9 Ms. Sova said plans for the Senior Center expansion are underway. Hopefully next
10 year we can get the Senior Center expanded into the vacant office space. A lot of the
11 interior movement of items has happened to the rooms along that wall and are pretty
12 much empty. We will have movers come soon and empty the rest of the rooms. We
13 have one very large room that is empty. There will be plenty of room to make that
14 Senior Center expansion.

15
16 Ms. Sova said there are the Central Park improvements for the new entry feature.

17
18 Commissioner Miller said when you talk about maintenance and you include it in capital
19 expenditures, he was used to seeing that in operating expense. He asked if this was to
20 buy things as part of maintenance.

21
22 Ms. Sova said it is refurbishments like the Events Center maintenance is the wall
23 coverings.

24
25 Commissioner Brender said the budget is two and a half million dollars less than last
26 year. He asked if there was any point in moving some of these projects like Central
27 Park where we are two or three years away from doing anything with the pond and
28 sidewalks. It's rare that a budget goes down.

29
30 Ms. Sova said a big piece of what you're seeing happen in the budget is how we have
31 moved the healthcare around. We have gone back to full insured and that has made a
32 big shift in how the numbers look. Another thing is we are working hard and we have a
33 policy to keep our fund balance no lower than \$10 million. If you take a look we're
34 hitting at \$10,459,000. A lot of when we try and balance this budget has to do with that
35 targeted fund balance. It's an accounting shift. As we put this together and move
36 things around and look at that \$10 million target for fund balance, the request she got
37 this year just for one department for capital was \$1,050,000. That's the kind of a
38 balancing act going on. She wanted to keep the transfer around \$700,000 and is really
39 what we have accomplished because \$355,000 of this \$1,144,000 is coming from the
40 CRA. We have pretty much met the target number because we needed to keep the
41 fund balance above \$10 million.

42
43 Ms. Holloway said this doesn't reflect in this number the \$300,000 reserve. We are
44 going for approval to do that but aren't doing to transfer the money unless we need it.

45
46 Ms. Sova said the Water & Sewer Fund is pretty much as usual.

1
2 Deputy Mayor Duryea said at one time we talked about an aerator that was going to
3 cost a lot of money.

4
5 Mr. Paster said there was another ground storage tank about ten years ago.

6
7 Ms. Sova said to draw to a close the situation with the water at the Siemens property,
8 one of the things at the ten year point with the aerators is the VOCs that the aerators
9 were installed to correct, that has pretty much resolved itself. We have something new
10 to deal with that the aerators aren't going to take care of. One of the things we are
11 negotiating is the aerators. The responsible parties don't want to continue to pay for
12 them. They are expensive to operate. We think we are getting the water quality and
13 taste quality that makes it worthwhile and we are not under any great pressure to
14 remove them. Those aerators are one of the negotiating points we are working on with
15 the responsible parties. She thought that agreement had some potential to come
16 forward in September. We have seen a draft and have responded to the draft. She
17 thought they might conclude in September and so does the City Attorney. The state
18 has signed the agreement with the responsible parties. The state's agreement includes
19 they have to meet the commitments to Lake Mary. There is a timetable in there. In
20 October we are supposed to come to a conclusion and a decision about how we are
21 going to resolve this matter via treatment at the site or new wells for the City. It is
22 undecided at this point. When they make that recommendation we are going to hire our
23 own experts and decide whether or not we agree.

24
25 Commissioner Miller asked if we had any plans to expand sewer.

26
27 Ms. Sova said there is some money for sewer if we get some connections but we have
28 no specific areas and no specific projects. What we do have specifically is we installed
29 the lift station at the Boulevard and when we built Station House we put a sewer
30 connection under the railroad tracks. We have had a few developers interested in the
31 Sweatt property on the other side of the cemetery. The fact that sewer is available has
32 been a huge point for these people. That would be the only sewer expansion. Now that
33 we have provided it they have to pay for that.

34
35 Commissioner Miller said we should expand sewer.

36
37 Ms. Sova said she wasn't getting any pressure from anybody or any failed systems.

38
39 Commissioner Miller asked how much sewer was around Big Lake Mary and Little Lake
40 Mary. He asked if it was all septic.

41
42 Ms. Sova answered affirmatively except for Stillwood.

43
44 Commissioner Brender said anything new we make them go on sewer.
45

1 Commissioner Miller said it's not a bad idea to think about it and try to do something
2 about septic tanks around the major bodies of water like Crystal Lake and Big Lake
3 Mary. He said he knew that wasn't necessarily popular.
4

5 Ms. Sova said on Lake Emma there are three lots that are going to be developed there
6 and that's why we have the Feather Edge agreement so we can get sewer to those lots.
7 When we build anything near a lake we are requiring sewer.
8

9 Commissioner Brender said the question is how do you go back. That's the hard part.
10

11 Ms. Sova said you have to dig up the road and the City paid about \$45,000 a home in
12 Lake Mary Woods.
13

14 Commissioner Miller said we are about 50% septic tank in the City and if we decided to
15 put everyone on sewer the number is somewhere between \$70 million and \$90 million.
16

17 Commissioner Lucarelli asked if we are going to do educational programs for people
18 who have septic systems.
19

20 Mr. Paster said we did one.
21

22 Commissioner Lucarelli said she was on septic. Being in water/wastewater engineering
23 that she was in for years, they work if they are maintained. A septic tank is just a mini
24 version of sewage treatment.
25

26 Commissioner Miller said if you work for a major corporation one of the things they
27 teach you when they send you to school is "if it ain't broke don't fix it".
28

29 Deputy Mayor Duryea said sooner or later the state is going to come in and say within a
30 certain amount of water bodies or wetlands you will have to put sewer.
31

32 Ms. Sova said we have the Penny Sales Tax Fund on page 142. This is not a year that
33 we are going to be doing resurfacing. This is our off year because we found that the
34 combination of two years at a time got more bang for our buck. We are looking at
35 \$200,000 to begin the engineering for the Rinehart Road widening and continue the
36 conversation about the 46A/Rinehart interchange.
37

38 Commissioner Miller said if we get another million next year that is two million. He said
39 a lot of that can go to paving.
40

41 Ms. Sova said a lot can go to paving but we will also have to accumulate enough funds
42 to deal with Rinehart Road because that is the No. 1 project out of that money. It will
43 take several years to have enough money to do the lane improvements on Rinehart
44 Road.
45

1 Ms. Holloway said the five-year plan is in the back of the book and shows what we
2 project to do.

3
4 Ms. Sova said street resurfacing in 2018 will be \$475,000 and in 2020 it's \$675,000 out
5 of the penny sales tax. We will probably have to supplement that from the General
6 Fund.

7
8 Commissioner Miller said if you look at the Hills of Lake Mary, he got complaints from
9 Timacuan because we paved some single streets. People see a single street and then
10 look at theirs and get uptight. What we did in the Hills of Lake Mary is the way we ought
11 to try to do street paving because we did a whole neighborhood. A neighborhood like
12 Timacuan is too big but at least do whole sections and move through doing that.

13
14 Ms. Sova said Pages 188 and 189 are the Vehicle Replacement Fund. This fund is
15 self-funded because we charge the annual depreciation to departments and we
16 accumulate enough money to replace vehicles when it's time. We have a \$200,000
17 Caterpillar loader and \$260,000 rescue coming up. As we do the five-year plan we try
18 to level the expenditures over the five years. We have several trucks coming up and
19 our annual police cars. When the guys took up the employee parking lot they had both
20 machines going. We've got guys that can handle that equipment. Last Friday night we
21 had a reclaimed water line leak under Lake Mary Boulevard and we had to close a lane
22 at Sun Drive. The crews worked during the night and cleaned that up. They found a
23 huge piece of concrete buried there basically sitting on the reclaimed line. There was
24 construction debris that had been paved over. When we need it we need it. During a
25 storm condition we need this equipment.

26
27 Deputy Mayor Duryea said we are replacing the rescue vehicle.

28
29 Ms. Sova answered affirmatively. They run a lot. She said the new emergency room is
30 saving a lot of road time. The guys like going there and like the staff. They are well
31 received.

32
33 Ms. Sova said on Page 195 is a summary of our five-year plan. To keep the budget
34 level again this year we are going to adopt the same millage rate we have had for the
35 past three years. We are recommending 3.5895. As expenditures grow the revenues
36 aren't keeping up. There is pressure on the ad valorem millage rate. We manage to
37 make do all the time but that pressure is there. We are doing a lot with what we have.
38 We are getting it all done pretty efficiently. We have a great staff and great teams.

39
40 Commissioner Miller said if we increase that do we have to put it on a ballot.

41
42 Ms. Sova said we can go up to 10 mills.

43
44 Ms. Sova said unless anybody has anything specific she would do the budget message
45 later. This is a quick synopsis of the highlights of where we are. We are always
46 available to answer questions.

1
2 Mayor Mealor said as was alluded to earlier, the Siemens property a year ago was very
3 problematic. We've run into a number of roadblocks. If you look where we are right now
4 and what will be coming to us, a tremendous amount of credit needs to go to the
5 leadership that Jackie has provided in terms of teams she put together. It was a very
6 difficult kind of no response at the state level and now all of a sudden it is truly a
7 collaborative process. He thanked Jackie and her team. That is a huge issue not just
8 for the long term development of this community but long term health and viability of our
9 community.

10
11 There being no further business, the work session adjourned at 6:35 P.M.
12

DRAFT

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held July 28, 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 7:10 P.M. We are off
8 schedule from our first and third Thursdays because earlier this evening the
9 Commission commenced its budget workshops and we will be hearing from the City
10 Manager later this evening related to that activity.

11
12 2. Moment of Silence
13

14 3. Pledge of Allegiance
15

16 4. Roll Call
17

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

Jackie Sova, City Manager
Dianne Holloway, Finance Director
John Omana, Community Development Dir.
Bryan Nipe, Parks & Recreation Director
Bruce Paster, Public Works Director
Tom Tomerlin, Economic Development Dir.
Steve Bracknell, Police Chief
Bruce Fleming, Sr. Code Enforcement Off.
Frank Cornier, Fire Chief
Joe Landreville, Deputy Fire Chief
Gregg Johnson, Acting City Attorney
Mary Campbell, Deputy City Clerk

23
24
25
26
27
28
29
30
31 5. Approval of Minutes: July 7, 2016
32

33 **Motion was made by Commissioner Brender to approve the minutes of the July 7,**
34 **2016, meeting, seconded by Commissioner Lucarelli and motion carried**
35 **unanimously.**
36

37 Mayor Mealor acknowledged Mr. Gregg Johnson working in place of our City Attorney,
38 Ms. Reischmann, who is at a conference. He said she received statewide recognition
39 from the legal community.
40

41 6. Special Presentations
42

43 A. Employee of the Second Quarter – Lt. Bruce Williams Lake Mary Fire
44 Department
45

1 Chief Cornier said it is an honor to recognize one of our employees for the City but
2 especially for him because it is one of his fire department members. Lt. Williams is
3 being recognized for some of the efforts he has done for the Department and the City as
4 a whole. Joining him tonight is his wife Kathy and daughter Katie.

5
6 Chief Cornier said Lt. Williams has been with the City for over ten years. He has been a
7 firefighter over 43 years. He has served in Altamonte, Seminole County and has been
8 around the block quite a bit. He isn't the type of guy who wants to sit back and ride it
9 out. He's always going to stay engaged and involved in everything he does. He truly
10 has a servant's heart and is always looking for ways to reach out to the community.

11
12 Chief Cornier said Lt. Williams was nominated by his Battalion Chief Scott Berner for his
13 work supporting a local non-profit organization called Hugs for Bugs. Hugs for Bugs
14 was created in 2010 by parents of a little girl named Haley, which they nicknamed her
15 Bugs and is why the organization's name is Hugs for Bugs. Now it is called Hugs from
16 Bugs because the little girl wants to support people who have cancer just like she did.
17 She had a bout of leukemia in 2010 and after a year of battling that she was found
18 cancer free. Her parents wanted to continue with Haley on assisting other family
19 members and children in coping with childhood cancer. The organization has provided
20 assistance for over 300 families for medical bills, utility bills, and so forth. One of the
21 biggest things they do is bring hope and smiles to other children in the same
22 circumstances that she was in.

23
24 Chief Cornier said about a year ago Lt. Williams approached him and wanted support
25 and engage in the community on how he could help out and further assist the
26 community. One thing he has a soft heart for is children. He asked if we could reach
27 out to a child and bring him to the fire station and do more than we normally do. We do
28 demos and PRs all the time but he really wanted to make them a firefighter for the day
29 and make him special. After discussion with him and talking to the City Manager, we
30 thought it would be a great idea if he would look around and see what's out there. He
31 found this Hugs for Bugs organization for children. We are going to support them and
32 make them special for the day. Since then they have been engaged with us and he has
33 been taking the kids around the fire station about once a month. He pays for their lunch
34 and treats them so special. He puts them on the fire truck, puts hats and gear on them.
35 He does a great job. The Mayor and Jackie were involved, the media has done stories,
36 and Chief Cornier sent video clips to the Commission and Mayor showing what Lt.
37 Williams actually does. This spotlights the City of Lake Mary and makes us look good.

38
39 Chief Cornier said Lt. Williams is a humble person and didn't want to be recognized.
40 We told him he has done something really good for the City and organization but more
41 importantly for the children suffering from this dreadful disease.

42
43 Chief Cornier said in the Firefighter Olympics Lt. Williams got a silver medal for lifting
44 weights.

1 Lt. Bruce Williams came forward. He said the Chief told him he was needed at the
2 meeting because the City wanted to present him with an award. He said this award isn't
3 about him. It is about the City of Lake Mary Fire Department and what we have done
4 for those kids. So far we have had seven kids come through the program. His goal was
5 one a month and they are pretty much on track with that. Last month we had a very
6 difficult one and wanted to recognize some people. Last month the Mayor had the
7 hardest job of anybody and he did a great job. He thanked and recognized the Mayor
8 for the job he did. He thanked the City Manager for showing up. He was sure if
9 Cameron and his mother were here tonight they would both say the same thing.

10
11 Lt. Williams said he couldn't do it without the shift he has. He thanked Scott Berner and
12 B Shift 37. These guys get into it as much as he does. With a good crew like that it
13 makes it much easier.

14
15 Lt. Williams said he came to Chief about a year ago with this idea and told him all about
16 it, told him what he needed, told him what needed to be done and as soon as I told him
17 about he said it was all mine. The City and the Fire Department is very fortunate to
18 have the chief that we do who shows he compassion and love like we do for the other
19 guys. The Chief said do what you have to do and would support me 100%. Without
20 that kind of support we couldn't have done this. He expressed thanks for the award but
21 the kids need to be recognized more than he does.

22
23 Mayor Mealar said it is an amazing compliment to Lt. Williams that the number of the
24 men and women of the Lake Mary Fire Department that came out tonight to be here for
25 his recognition speaks volumes. He has 43 years of service in the profession that he
26 has chosen and what he appreciates more than anything else is between Lt. Williams,
27 the Chief and Chief Landreville, we have an experience that serves the role model and
28 is an example. What Lt. Williams is doing is service above self. We thank you and this
29 is an honor well deserved.

30
31 Mayor Mealar said his son is a good athlete and thought he was very strong. He went
32 to work out with Bruce who was playing semi-pro football at the time and he said the
33 first thing Lt. Williams did was strap up and pulled a car. He said he could see why Lt.
34 Williams won a silver medal and was surprised it wasn't gold.

35
36 Mayor Mealar said it's a great honor. It is a joy to have Kathy and Katie with us this
37 evening and just know you're always welcome. It's an amazing family. The fire
38 department operates as a family and a very strong family.

39
40 7. Citizen Participation – This is an opportunity for anyone to come forward and
41 address the Commission on any matter relating to the City or of concern to our
42 citizens. This also includes: 1) any item discussed at a previous work session;
43 2) any item not specifically listed on a previous agenda but discussed at a
44 previous Commission meeting; or 3) any item on tonight's agenda not labeled as
45 a public hearing. Items requiring a public hearing are generally so noted on the
46 agenda and public input will be taken when the item is considered.

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

3
4 8. Unfinished Business

5
6 There was no unfinished business to discuss at this time.

7
8 9. New Business

9
10 A. Request for Reduction of Code Enforcement Lien, 373 Pine Tree Road; Steve
11 Hope, applicant (Bruce Fleming, Sr. Code Enforcement Officer)

12
13 Bruce Fleming, Sr. Code Enforcement Officer with Lake Mary Police Department, came
14 forward. He said the Lake Mary Code Enforcement Board held a public hearing on the
15 property at 373 Pine Tree Road on July 20, 2010. The Board found that the property
16 owner, Wilshire Holdings Group, had violated City Code by having an overgrowth of
17 grass, weeds, accumulation of miscellaneous junk, trash and debris, and an unsecured
18 swimming pool filled with uncirculated, dirty, stagnant water. The Board found the
19 property posed a serious threat, safety and welfare of the general public. The property
20 owner was required to make all corrections cited in the Notice of Code Violation within
21 14 days of the hearing or pay a fine of \$100.00 per day for each day the violations
22 continued. The property owner failed to comply with the Board's order of July 20, 2010;
23 therefore, the City entered the property on August 13, 2010, to resolve the safety
24 concerns and compliance was obtained on August 16, 2010. The property owner
25 remained in violation of the Board's order for nine days at \$100.00 per day starting on
26 August 5, 2010, until August 13, 2010, and accumulated fines of \$900.00.

27
28 Mr. Fleming said the property title of ownership was transferred on June 1, 2016,
29 through the new owner, Gibraltar Property Group, Inc. The new owner contacted the
30 City on July 15, 2016, seeking relief of the outstanding code enforcement lien. The
31 current outstanding lien for this property is \$900.00 in fines; \$430.00 for the contractor
32 to go out and correct the violations on this property and bring it into compliance,
33 including a \$100.00 administrative fee; \$364.76 in interest; \$270.00 in attorney fees;
34 \$75.50 for filing fees; and \$121.50 for staff time for a total of \$2,161.76. Separately the
35 administrative costs to the City associated with this project (contractor's fee, attorney
36 fee, filing fee, and staff time) totals \$897.00. This property remains in compliance of the
37 Board's order of July 20, 2010.

38
39 Mr. Fleming said his recommendation to the Commission is to elect one of the following
40 four options:

- 41
42 1. Total reduction of lien and remove all the lien with no money owed;
43 2. A reduction of the lien to administrative costs of \$897.00;
44 3. Reduce to a level determined by the City Commission; or
45 4. No reduction of the lien of \$2,161.76.

1 Mr. Fleming said should the Commission elect a reduction in the amount of the lien,
2 staff recommends that the respondent be required to make payment in full within 30
3 days of the Commission's decision or the lien reverts back to its original \$2,161.76.

4
5 Mayor Mealor asked if there was a preference to one of the options presented.

6
7 Commissioner Brender said he's going back to where he usually goes with the fees of
8 \$897.00. We worked on the house and we did things to and for the property. He said
9 he realized it was change of ownership. He didn't mind reducing the fines but we had
10 legitimate costs associated with fixing the property up. He thought we owed our citizens
11 getting some of that back.

12
13 Mr. Fleming noted that the representative of the property is present.

14
15 **Motion was made by Commissioner Brender to reduce the lien to the amount of**
16 **administrative costs of \$897.00 if paid within 30 days or lien reverts to the original**
17 **amount of \$2,161.76, seconded by Deputy Mayor Duryea and motion carried 3 – 2**
18 **(Commissioners Miller and Lucarelli voted no).**

19
20 B. Fiscal Year 2017 Budget Message – Setting of Proposed Operating Millage
21 Rate, Current Year Rolled Back Rate, and Date, Time and Place of Tentative
22 Budget Hearing (Jackie Sova, City Manager)

23
24 Ms. Sova said in accordance with state law and pursuant to the City Charter I am
25 pleased to present to you for your consideration the proposed annual operating budget
26 for Fiscal Year 2016/2017, including the five-year plan through Fiscal Year 2020/2021.

27
28 Ms. Sova said the City continues to realize forward momentum thanks to our long
29 standing support of a few fundamental values. This year's State of the City was built
30 around the themes of life, opportunity and fun. Significant progress has been made on
31 each of these fronts. Our investment in these traits is well documented by a host of
32 projects that we have been working on over the past year.

33
34 Ms. Sova said the Griffin Farm at Midtown project encapsulates our principles of
35 building a community that enables our residents to live a good life with ready access to
36 opportunity and leisure. The project will define the City's new Midtown district and add
37 to our housing stock and retail offerings. Griffin Farm at Midtown meets our high urban
38 planning standards while creating a new neighborhood and new market value for Lake
39 Mary.

40
41 Ms. Sova said all signs continue to point toward sustained growth for Fiscal Year
42 2016/2017. This budget proposal represents a commitment towards continued strategic
43 financial planning to meet the City's current and future goals of providing City services
44 that enhance quality of life and maximize economic opportunity. This budget allows us
45 to reflect on the road ahead. The City's built environment is highly regarded but we

1 have reached a point where new growth must be carefully planned and maximized with
2 respect to our guiding principles.

3
4 Ms. Sova said the City of Lake Mary has long pursued a measured and balanced
5 approach in the administration of local government services. Looking forward, a
6 measured and balanced approach is needed even more as our land resources continue
7 to develop and Lake Mary grows into one of Florida's preeminent cities. Lake Mary's
8 track record of using the budget process as part of our strategic vision is represented in
9 this budget document. This budget reflects the need to properly maintain our existing
10 resources so they remain more than just functional but cutting edge. This budget
11 document serves as the foundation from which to build upon our community the values
12 of life, opportunity and leisure.

13
14 Ms. Sova said the budget document is designed to provide the reader with a
15 comprehensive and informative document that includes the policy directives of the
16 Commission. The budget is a plan that provides management with the necessary tools
17 to analyze, diagnose and evaluate how well our appropriated funds are converted into
18 the services desired by our citizens. The budget is presented with the five-year plan
19 encompassing all categories of revenue generation and expenditures including
20 personnel, operating, and capital costs. Following the budget message is a Budget in
21 Brief that is a comprehensive review of all components of revenues, expenditures and
22 fund balances.

23
24 Ms. Sova said some highlights of this budget is the total proposed Fiscal Year 2017
25 budget is 7.48% less than the 2016 budget at a total of \$31,443,233 for all funds
26 combined, a decrease of \$2,540,353 from last year. For the fourth consecutive year we
27 propose to hold an ad valorem millage rate of 3.5895 mills. Combined property values
28 reflect a total increase of 5.6% yielding \$377,987 more in tax collections than last year.

29
30 Ms. Sova said the City currently has five economic incentive program obligations. After
31 proof of fulfillment of their obligations, Axiom Healthcare is eligible for a payment of up
32 to \$5,625, Verizon's payment of up to \$168,750, and Deloitte's first payment of up to
33 \$170,000 for Fiscal Year 2017. Additionally, FARO, Dixon Ticonderoga, Paylocity, and
34 Jeunesse may be eligible for their first payments totaling \$11,750.

35
36 Ms. Sova said the final debt service payment for our 2007 refunding revenue bonds was
37 made on October 1, 2015. Debt service for 2017 will be \$333,867.

38
39 Ms. Sova said carry-forward projects in this year's budget are just over \$500,000.
40 Downtown projects include the Wilbur Avenue Traffic Signal and the Crystal Lake
41 Avenue Sidewalk and Turn Lane projects totaling \$335,000.

42
43 Ms. Sova said the 17-92/Weldon Boulevard CRA streetscape project is slated for this
44 year at \$362,000 with \$355,470 reimbursement from the CRA.

1 Ms. Sova said the Fire Department is replacing end of life equipment such as cardiac
2 monitors and fire hose on the older fire trucks.

3
4 Ms. Sova said as our buildings age we are beginning to experience higher maintenance
5 costs and replacement needs like roofs, flooring, exteriors and mechanical items. This
6 year we have added a General Administrative Projects Reserve in the amount of
7 \$300,000. This reserve will be in place to make repairs for which we cannot determine
8 the timing. For example, the Police Department's building chiller and roof are at the end
9 of life and due for replacement because patches cannot last much longer. A new chiller
10 can cost us between \$110,000 and \$150,000, but a new chiller will also provide us with
11 energy savings. A new roof for the Police Department is estimated at \$100,000. We
12 are in the process of making a \$47,000 emergency procurement of a HVAC system for
13 City Hall, which is one of five.

14
15 Ms. Sova said as the need grows to continue increased programs at the Senior Center,
16 the Municipal Complex will be renovated to expand the area into unoccupied office
17 space. At Wallace Court we recently replaced two of the three air conditioning units and
18 the third one looks like it will need to be replaced next year.

19
20 Ms. Sova said as part of the Central Park Improvement Project, the City's new entry
21 feature will be designed.

22
23 Ms. Sova said for personnel we will continue to award our employees with merit
24 increases based on performance. The individual department budgets allow for up to a
25 3% increase calculated through an annual evaluation process. Individual merits are
26 calculated on a point scale used consistently across departments.

27
28 Ms. Sova said in the Building Department we are adding a new Staff Assistant to
29 improve customer service and the issuance of building permits, answer the phones,
30 work at the customer service counter, and help us with our large backlog of permits
31 currently being stored.

32
33 Ms. Sova said the City Engineer position has been moved to Public Works and will be
34 funded 50% Stormwater and 50% Public Works Administration. The GIS Specialist has
35 been moved to Public Work along with all engineering related duties.

36
37 Ms. Sova said with the departure of the Support Services Supervisor, we are taking the
38 opportunity to evaluate the structure of that division which is comprised of
39 communications, records, property and evidence, and code enforcement. The budget
40 reflects the operations under the current structure, however, we will make some
41 accounting changes in the new fiscal year to better capture costs with each specific
42 function.

43
44 Ms. Sova said the Seminole County School Board will reimburse the City for 50% of the
45 City's two School Resource Officers' salaries. In an effort to reduce overtime, the Fire
46 Department will study adding part time reserve firefighters. We have set aside funding

1 in the amount of \$150,000 to address any pay inequities that could arise from a pay
2 study due to be completed by January 1, 2017.

3
4 Ms. Sova said our employee benefits plan begins on July 1st of every year. During the
5 renewal process this year we had the opportunity to become part of the Public Risk
6 Management (PRM) Health Trust for more reasonable costs for the City. The new
7 premiums went into effect July 1, 2016, and will remain the same until September 30,
8 2017. With this new structure we will no longer be managing our own medical claims
9 and we will be transitioning back to the traditional health plan.

10
11 Ms. Sova said in the current Vehicle Replacement Fund, there are 157 vehicles and
12 large motorized equipment. Twenty items are scheduled to be replaced this year
13 including a rescue at \$262,000 and the 1995 Caterpillar at \$200,000, a Kubota tractor
14 for parks, a trailer for utilities, police department units, four trucks of various sizes, and
15 the 2005 Nissan Altima for administrative use. Each year the fleet replacement
16 schedule is carefully reviewed and each replacement is considered necessary, not just
17 by age or miles but overall condition and projected reliability.

18
19 Ms. Sova said the Fiscal Year 2016/2017 Proposed Budget continues to create great
20 opportunities for Lake Mary residents and businesses. It provides government services
21 that will continue to enhance the quality of life and economic opportunity for our
22 community stakeholders. This was achieved with a total budget decrease of 7.48%
23 from last year. Longer term, the City will need to remain vigilant in restraining
24 expenditures while simultaneously finding both traditional and innovative ways to grow
25 revenue.

26
27 Ms. Sova said this budget document is presented in a conservative manner but
28 providing a steadfast commitment to deliver a high level of quality services to our
29 community. Our employees are dedicated to providing sensible, cost effective, efficient,
30 innovation solutions and delivery systems. They are beyond a doubt second to none
31 and truly appreciate their efforts every day including through this budget process.

32
33 Ms. Sova said in accordance with Florida Statutes, the action required by the
34 Commission tonight is to establish a proposed millage rate for Fiscal Year 2017, which I
35 am recommending at 3.5895 mills which is the same as the current fiscal year, set the
36 rolled back rate at 3.5692 mills, and to schedule the first public hearing for the budget
37 for September 8, 2016, at 7:00 P.M. in the Commission Chambers.

38
39 **Motion was made by Commissioner Miller to set the operating millage rate at**
40 **3.5895 mills for Fiscal Year 2017, the rolled back rate at 3.5692 mills, and set the**
41 **first public hearing for September 8, 2016, at 7:00 P.M. in the City Commission**
42 **Chambers, seconded by Commissioner Lucarelli.**

43
44 Commissioner Miller said it is obvious in the binder with the level of detail and scrutiny
45 that Ms. Sova and her staff have put a great deal of work and attention into this. He
46 thought it was extremely well done and cost effective.

1
2 Ms. Sova said we appreciate that.

3
4 **Motion carried by roll-call vote: Commissioner Brender, Yes; Deputy Mayor**
5 **Duryea, Yes; Commissioner Miller, Yes; Commissioner Lucarelli, Yes; Mayor**
6 **Mealor, Yes.**

7
8 10. Other Items for Commission Action

9
10 There were no other items to discuss at this time.

11
12 11. City Manager's Report

13
14 A. Items for Approval

15
16 a. Fire Station #33 Roof Replacement – Bid #16-05

17
18 Ms. Sova said the first item is Fire Station #33 Roof Replacement, Bid #16-05. The flat
19 roof at Fire Station #33 has been exhibiting leaks. We have had many repairs over the
20 years. Recent thermography imaging has indicated there are three wet roof areas. The
21 membrane material shows evidence of blistering and seam failures. We did an
22 invitation to bid beginning May 1, 2016. We got two responsive firms and were
23 evaluated by our Parks staff as well as T. Gray Frazier of TGF Architects. Based on
24 reference checks, required submittals and vetting the Architect of Record, we are
25 recommending that the proposal submitted by Property Renovations and Construction,
26 LLC in the amount of \$666,777 be accepted as the lowest responsive and qualified bid
27 and an additional \$1,500 be included in the project as an alternate in case the parapet
28 work needs to be included.

29
30 **Motion was made by Commissioner Brender to authorize the City Manager to**
31 **enter into a contract with Property Renovations & Construction, LLC for Fire**
32 **Station #33 roof replacement in an amount not to exceed \$666,277 and include an**
33 **additional \$1,500 as an alternate for parapet work, seconded by Commissioner**
34 **Lucarelli and motion carried unanimously.**

35
36 b. Emma Oaks Trail Sidewalk – Bid #15-06

37
38 Ms. Sova said the next item is the Emma Oaks Trail Sidewalk, Bid #15-06. On June
39 16th the City Commission authorized her to enter into an agreement with Parthenon
40 Construction Company for the Emma Oaks Trail sidewalk. We had waited a long time
41 to do this project waiting on Duke Energy to be out of the way. Parthenon could not
42 complete this project until next February so she is recommending we go with the
43 second lowest bidder Stillwater Construction which is \$1,535 higher, or \$85,000. We
44 have checked their references and all contacts were positive. Stillwater can do the work
45 now. She requested the Commission authorize her to enter into an agreement with

1 Stillwater Construction in an amount not to exceed \$85,000 for the Emma Oaks Trail
2 Sidewalk Construction Project.

3
4 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**
5 **enter into an agreement with Stillwater Construction, Inc. in an amount not to**
6 **exceed \$85,000 for the Emma Oaks Trail Sidewalk Construction Project,**
7 **seconded by Commissioner Brender and motion carried unanimously.**

8
9 Ms. Sova requested that the Commission cancel the August 4th meeting. We have
10 nothing coming forward for the agenda.

11
12 **Motion was made by Commissioner Brender to cancel the August 4, 2016, City**
13 **Commission meeting as requested, seconded by Commissioner Lucarelli and**
14 **motion carried unanimously.**

15
16 B. Items for Information

17
18 a. Monthly Department Reports

19
20 C. Announcements

21
22 Ms. Sova said WineART Wednesday will be held August 3rd in Central Park from 5:00
23 P.M. to 9:00 P.M. We will be hosting a Pokemon Go meet up at this event. There are
24 plenty of people doing this activity. She propped her office door open the other day and
25 she had people enter. Lures will be dropped throughout the park from 5:00 to 8:30.
26 We'll have Team Valor, Team Mystic, and Team Instinct. We are going to try and catch
27 them all. It should be a great WineART Wednesday.

28
29 Ms. Sova said the last Summer Cars Series will be held Sunday, August 14th from 11:00
30 A.M. to 2:00 P.M. in Central Park.

31
32 Ms. Sova said to stop in at the Lake Mary Museum July 30th through September 17th
33 and enjoy the local artists' exhibit. Browse through the original painting, sculpture,
34 photography and artistic pieces on display from our promising artistic beginners to our
35 well established artists. The museum located at 158 North Country Club is open on
36 Tuesdays and Saturdays from 10:00 A.M. to 3:00 P.M. and Wednesdays and
37 Thursdays from 11:00 A.M. to 7:00 P.M.

38
39 12. Mayor and Commissioners' Reports – 1

40
41 Mayor Mealor said we have a request for two board appointments, first to the Elder
42 Affairs Commission. That group unanimously recommended that we appoint Mr.
43 William Smith to fill an unexpired term.

1 **Motion was made by Commissioner Brender to appoint William Smith to the Elder**
2 **Affairs Commission, seconded by Commissioner Lucarelli and motion carried**
3 **unanimously.**

4
5 Mayor Meador said the Historical Commission at their meeting on July 12th unanimously
6 recommended the appointment of Mr. Ian Casey.

7
8 **Motion was made by Commissioner Lucarelli to appoint Ian Casey to the**
9 **Historical Commission, seconded by Commissioner Brender and motion carried**
10 **unanimously.**

11
12 Mayor Meador thanked Mr. Smith and Mr. Casey for their volunteer efforts. Those are
13 two remarkable boards and they do a lot of work for this community. He thanked them
14 for their interest.

15
16 Commissioner Brender said he attended the Alliance for Children meeting. There was
17 one thing discussed he would give a heads up on. There are several other alliances for
18 children in the state and three of them are moving forward to setting up a special ad
19 valorem tax for children's services. The way the state has set up these alliances for
20 children, they do have the ability to tax up to one-half of one mill for children's services.
21 This is the first time he had heard it brought up and was not aware there have been
22 other alliances for children that set up services. Most of the services coming forward in
23 Seminole County are run through the Sheriff's Office or the vast majority of them are run
24 through private giving, church groups and that kind of thing. This is on the horizon. He
25 did not sense there was any upwelling of support for it. It is something to keep in mind.

26
27 Commissioner Brender said he attended the Tourist Development Council meeting.
28 The big question that came before us was the Central Florida Zoo came in for a request
29 of an increase of \$500,000 in funding for major projects which they are trying to
30 complete as they shift their zoo project from what they call a cage to what they call
31 habitats where they are building entire habitats for these animals. Apparently there is a
32 large capital improvement backlog in their budget. The County was against any kind of
33 increase. He finally made a proposal that we maintain the current amount that is given
34 to the zoo for operating expenses of \$225,000 and add on an additional \$100,000 to be
35 exclusively used for capital projects. That motion was passed but has to go to the
36 Seminole County Board to be approved by the other commissioners.

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

39
40 Commissioner Miller said today he, the Mayor and Dr. Tomerlin attended the news
41 conference for Florida Blue announcing the addition of 180 employees at 701
42 International Parkway. They are 35% complete with their staffing, they are paying
43 \$15.50 an hour, and are looking for people with a passion for customer service. There
44 are jobs out there if people are interested. It's a beautiful facility.

1 Commissioner Miller said he, the Mayor, Ms. Sova and a couple of police officers
2 attended the Board meeting of the Hills of Lake Mary. There was a great deal of
3 satisfaction when we left that meeting because in general the members of that board
4 expressed how satisfied they are with the City Manager, Commission and the City in
5 general. It was a very positive meeting.
6

7 Mayor Mealor said we want to welcome Florida Blue. Their footprint in the City is rather
8 significant at Primera Office Park with nearly 46,000 square feet and 144 employees
9 and now to take on an additional 30,000 square feet and 180 employees, with 100
10 contract people for seasonal time is a wonderful opportunity and speaks to the
11 importance of being able to acquire a good job.
12

13 Commissioner Lucarelli said she attended the Dinner with the Doc. They lectured about
14 spinal health. It was interesting as far as learning the new robotics and technologies out
15 there that she didn't know they had. It's not as far along as you might think with the
16 spine because it is very specific. The equipment is expensive and it is hard to find
17 people who know how to use it. It's not like the robot does everything. It has to be
18 directed by the doc. It was a nice healthy dinner.
19

20 13. City Attorney's Report
21

22 Mr. Johnson had nothing to report at this time.
23

24 14. Adjournment
25

26 There being no further business, the meeting adjourned at 8:50 P.M.
27
28
29

30
31 _____
32 David J. Mealor, Mayor
33

30
31 _____
32 Mary Campbell, Deputy City Clerk
33

34
35 ATTEST:
36
37
38

39 _____
40 Carol A. Foster, City Clerk



MEMORANDUM

DATE: August 18, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP
City Planner

THRU: John Omana, Community Development Director

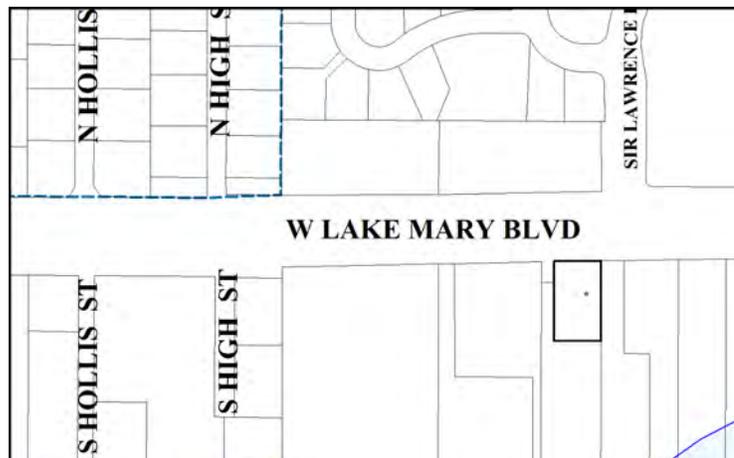
VIA: Jackie Sova, City Manager

SUBJECT: Request for wall material waiver for property located at 1695 W. Lake Mary Blvd.; Brian Montes, applicant (Steve Noto, City Planner)

REFERENCE: Chapter 158.10, City of Lake Mary Code of Ordinances

REQUEST: The applicant is requesting a wall material waiver in accordance with Chapter 158, Lake Mary Code of Ordinances.

BACKGROUND: The applicant is currently building a +/- 4,500 sq. ft. single-family home on the subject property. As part of that construction project, the applicant has planned on constructing a 7' tall wall across the front property line and around a portion of the driveway.



DISCUSSION: Chapter 158.10 of the Code of Ordinances requires that all walls, sound barriers, ground sign enclosures, planters, and the like be constructed of brick.

In the event a property has a residential zoning and land use classification, the code provides relief from the brick requirement via a waiver from the City Commission provided that the wall is architecturally consistent with the principal structure and compatible with walls on contiguous properties.

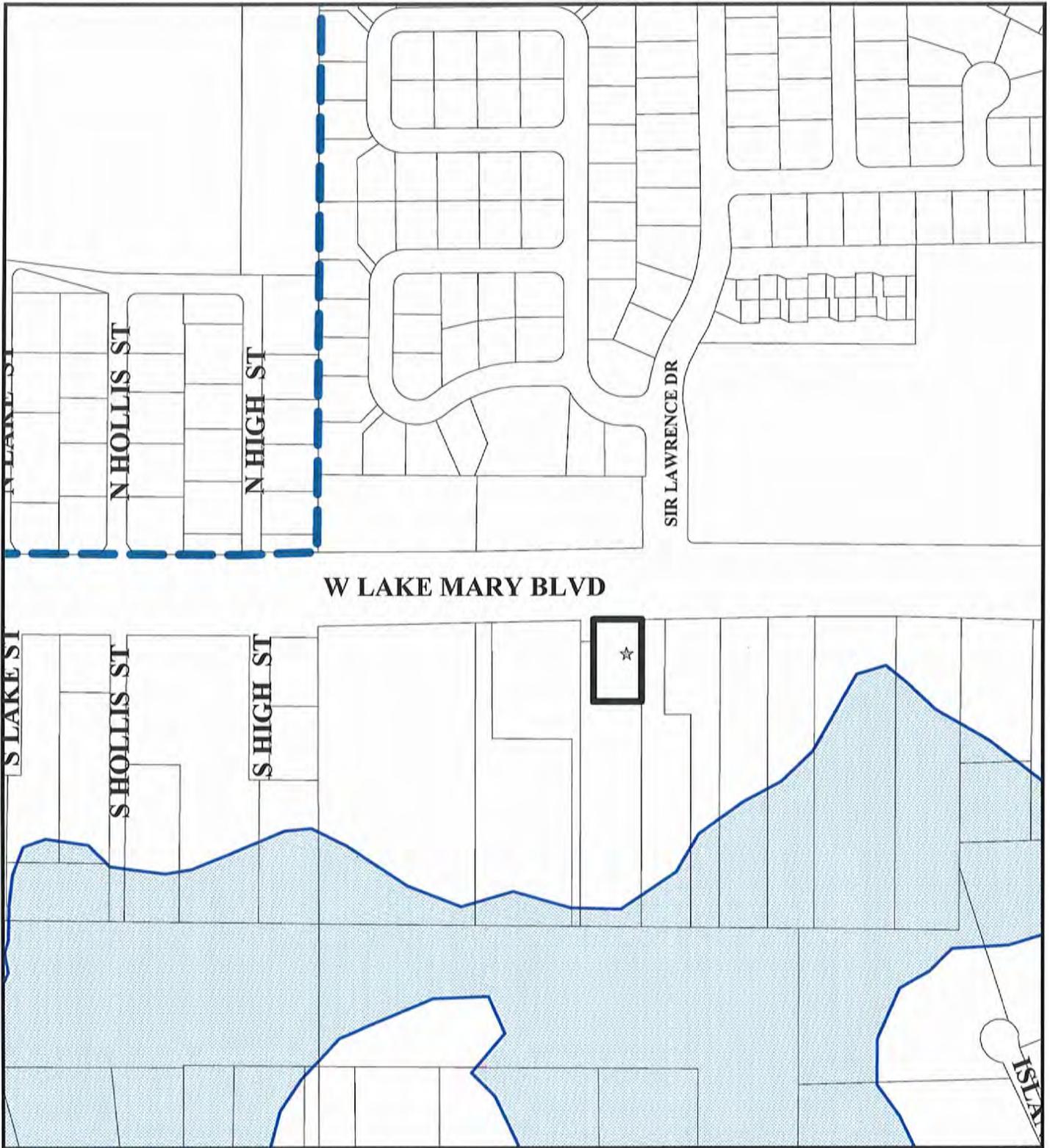
Mr. Mike Good, Mr. Ed Evans, Mr. Terry Shaw, and Mr. Mohamedraza Aziz have all received approvals for wall waivers in the past. All have provided for similar architecture to the main structure and provided vines and other buffer landscaping along the perimeter of the wall. The applicant is proposing to construct the wall of block with a stucco finish. In addition, the wall will be painted, covered in ivy, and the ground in front will be landscaped with sod and other low level landscaping. As proposed, the request is consistent with the requirements of Chapter 158.10. The applicant's request letter and design documents are attached to this report.

FINDINGS OF FACT: Staff finds the proposed wall waiver to be compatible with the surrounding area and finds that it is consistent with the Lake Mary Code of Ordinances, and recommends approval with the following conditions:

1. The proposed wall must be architecturally consistent with the principal structure and be of a consistent color as the principal structure.
2. Wall to be landscaped with ground covers and hedges that are 24" tall upon planting. Also provide vines covering the wall.
3. Wall and column design to be consistent with submitted plans.

ATTACHMENTS:

- Location Map
- Mr. Montes request letter
- Wall location property survey
- Rendering of wall design



LOCATION MAP
1695 W. Lake Mary Blvd.



Brian & Nina Montes

1721 Pine Oak Trail

Sanford FL 32773

7/29/2016

Subject:

1695 W Lake Mary BLVD

Lake Mary FL 32746

Mr. Noto

This letter is to formally request the construction of a permanent privacy wall at the front of our property listed above. Our home is currently nearing construction and we would like to request the permission be granted in the very near future. We would also like to request a waiver to brick construction.

The proposed design of the wall will include the following:

- Constructed of block
- Covered in Stucco
- Painted
- Covered in ivy
- Set 3' back from the property line closest to Lake Mary BLVD
 - Intent is to landscape the ground in front of the wall to the sidewalk with sod and low level landscaping.
- Not to extend past 7' in total height

At the entrance of the driveway we will have a key pad for gate access. The gate will be of black iron. The make and model of the gate is Might Mule Sanibel, 12' in length.

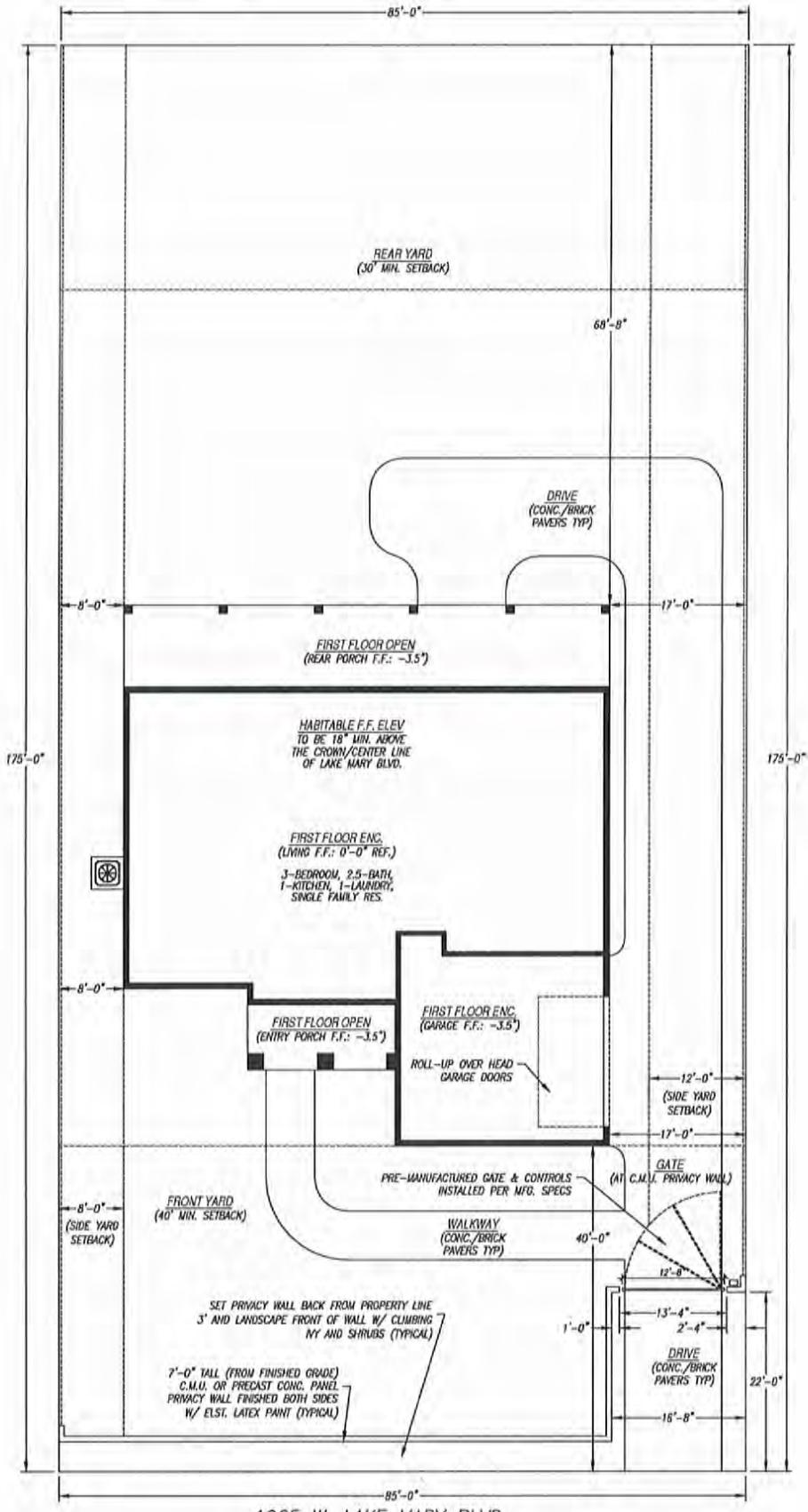
Please see attached documentation regarding plot plan and wall layout.

Payment of \$50 has been made (7/28/2016) to follow along with this application.

Kind Regards



Brian Montes

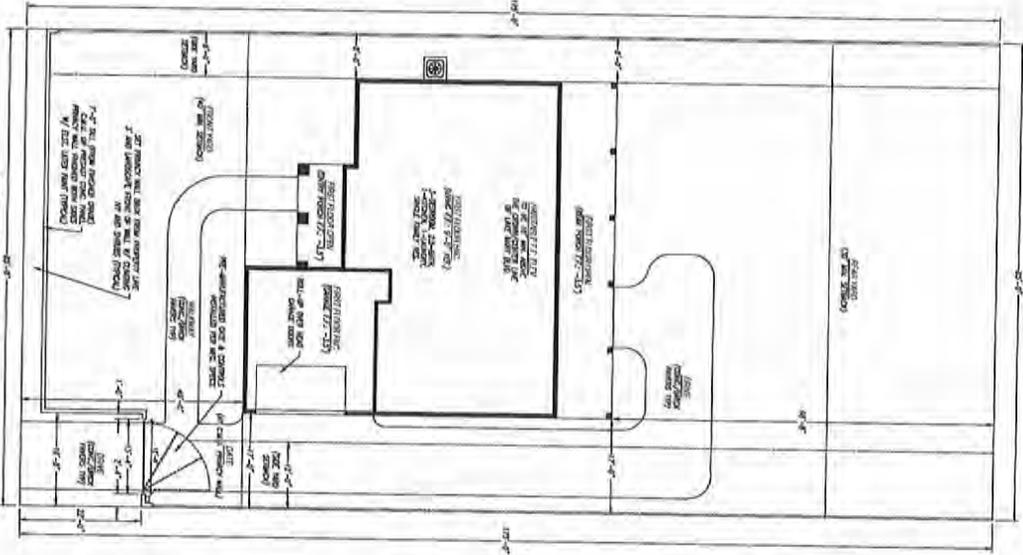


1965 W. LAKE MARY BLVD.

MONTES RESIDENCE SITE PLAN - REFERENCE ONLY

SCALE: 1" = 30'

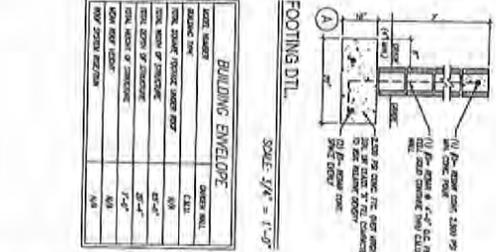
1985 W. LAKE WARY BLVD.



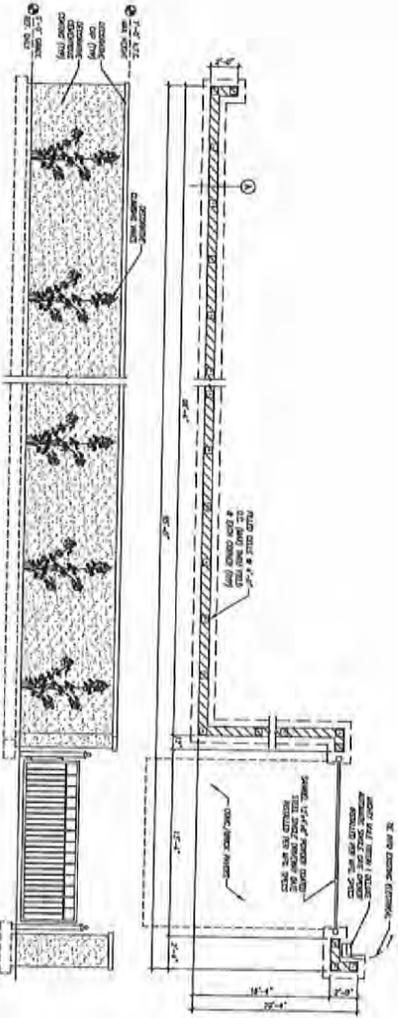
- GENERAL NOTES:**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES ORDINANCES AND THE CALIFORNIA BUILDING CODE.
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GARDEN WALL FLOOR PLAN AND ELEVATION FOR BRIAN & NINA MONTES



MuelTech, Inc.

RESIDENTIAL PLAN DESIGN, DRAWINGS, AND DRAWING DETAILS

VOLUNTA & FLAGLER
ARCHITECTS
(360) 469-7945
MuelTech@gmail.com

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 10/10/11 | ISSUED FOR PERMIT |
| 2 | 10/10/11 | ISSUED FOR PERMIT |
| 3 | 10/10/11 | ISSUED FOR PERMIT |
| 4 | 10/10/11 | ISSUED FOR PERMIT |
| 5 | 10/10/11 | ISSUED FOR PERMIT |
| 6 | 10/10/11 | ISSUED FOR PERMIT |
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| 8 | 10/10/11 | ISSUED FOR PERMIT |
| 9 | 10/10/11 | ISSUED FOR PERMIT |
| 10 | 10/10/11 | ISSUED FOR PERMIT |

DATE: 10/10/11
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 30'



MEMORANDUM

DATE: August 18, 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: Construction work between 10:00pm and 5:00am at The Oaks Shopping Center Phase III; Chuck Woide, Project Coordinator with Blue Ox Construction, applicant (Steve Noto, City Planner)

BACKGROUND: On Friday, July 29, 2016, a pre-construction meeting was held for The Oaks Shopping Center Phase III project. This project consists of relocating the existing retention area at the northwest corner of the site to other ponds on site. At that meeting, the applicant requested the ability to do parking lot infrastructure work between 10:00pm and 5:00am. The applicant was informed that per Section 91.16, work could not occur before 7:00am unless approved by the City Commission. Staff then notified the applicant to provide a formal request outlining the need for the work to occur between the hours of 10:00pm and 5:00am.

Staff received the aforementioned request on August 2, 2016 via e-mail, which is attached to this memo. The applicant has provided the following points as support for their request:

- **Reduces the Risk of Accidents and Eliminates a Safety Concern for Patrons during Normal Business Hours:** The Oaks Shopping Center is a very high traffic site, and with underground infrastructure work having to occur through the main parking lot, allowing work to occur at night would reduce the risk of accidents with the users of the center.

- **Eliminates the Need for Blue Ox to Close Large Portions of the Parking Lot:** As stated above, the Oaks Shopping Center is one of very high traffic from early morning to late in the evening. On a regular basis, the parking lot is full with many patrons walking to and from the building. Allowing the night work would prevent the contractor from having to close a larger portion of the parking lot.

DISCUSSION: Per Section 91:17 (3) and (4):

“In determining whether to grant or deny the application, the City Commission shall balance the desires of the applicant, the community, and other persons of not granting the special event exemption against the adverse impact on the health, safety, and welfare of the persons affected, the adverse impact on property affected, and any other adverse impacts of granting the special event exemption. Applicants for special event exemptions and persons contesting special event exemptions may be required to submit any information the City Commission may reasonably require. Upon submission of all required information, the City Commission shall grant or deny the application within 30 days.”

“Special event exemptions shall be granted by notice to the applicant containing all necessary conditions, including a time limit on the permitted activity, and a limit on the noise level. The special event exemption shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the special event exemption shall terminate it and subject the person holding it to those provisions of this section regulating the source of sound or activity for which the special event exemption was granted.”

The applicant proposed to work between the hours of 10:00pm and 5:00am, for one week. As stated above, this will allow their staff to do heavy infrastructure work within the parking lot of the shopping center without disturbing the operations of the center. If approved, a more specific schedule will be provided to the City.

DISPOSITION: Staff recommends approval of the exemption to the work hours of 10:00pm to 5:00am, for one weeks' time, with the specific week to be coordinated with City Staff and staff of Blue Ox.

ATTACHMENTS:

- Blue Ox Request



RECEIVED

AUG 02 2016

CITY OF LAKE MARY
COMMUNITY DEVELOPMENT DEPT.

August 1, 2016

To: Lake Mary City Commission
Project: The Oaks Shopping Center Phase III
Reference: Request for Night Work

Dear Commission,

We would like to request a review of the Lake Mary Construction Project on the corner of Lake Mary Blvd. and Longwood/lake Mary Rd. "The Oaks Shopping Center Phase III". The Project scope is as follows: "Relocate existing retention area at northwest corner of Project to other areas on property, provide new Storm water control structure and outfall Piping, Fill for future pad".

Blue Ox the "Site Contractor" would like to perform the work of installing the new storm water piping that goes directly through the parking lot between the hours of 10:00pm and 5:00am. This night work will benefit both the citizens of Lake Mary and the shop owners who are trying to conduct business throughout the day. First by working at night it reduces the risk of accidents, and eliminates a safety concern for the Patrons that frequent this shopping center during normal business hours. Secondly, it will eliminate Blue Ox of having to close large portions of the parking lot which may be an inconvenience to both the Patrons and the shop owners during normal business hours. We anticipate this night work to last one week. Then we will resume normal working hours.

Please add this request to the agenda items to be reviewed during the Commissions August 18th Meeting. Thank you in advance for your consideration.

Chuck Woide
Blue Ox
Project Coordinator
Office 407-339-4800
Cell 407-274-7051
E-mail cwoide@blueoxland.com

500 North Way /Sanford, FL 32773
Office: 407-339-4800
Fax: 407-339-4839



MEMORANDUM

DATE: August 18, 2016

TO: Mayor and City Commission

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

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 984 - Amending FDOT Traffic Signal Maintenance and Compensation Agreement (Bruce Paster, Public Works Director)

DISCUSSION: Attached is an amendment to the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation (FDOT) and the City of Lake Mary. This agreement applies to the traffic signal located at the intersection of US 17-92 and Weldon Boulevard and provides for the state to reimburse the City for maintaining the signal operations at this location at \$4,500 for FY 2016/2017.

The amendment includes the following items:

- Simplified language for penalties and retainage.
- Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT.
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God.
- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
- Added new Exhibit C with form for reimbursement for 3rd party damage.

The amendment was a result of discussions between the FDOT Central Office and the local maintaining agency groups. The edits appear to favor the local maintaining agencies.

RECOMMENDATION: Request Commission approve Resolution 984 authorizing City Manager to execute the Amendment to the Traffic Signal Maintenance and Compensation Agreement.

RESOLUTION NO. 984

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAKE MARY, FLORIDA; PROVIDING AN EFFECTIVE DATE:

WHEREAS, the City entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation on June 12, 2015; and

WHEREAS, the Florida Department of Transportation has amended the current agreement which includes the following changes:

- Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT.
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God.
- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
- Added new Exhibit C with form for reimbursement for 3rd party damage.

WHEREAS, to be eligible for reimbursement, local governments must submit a resolution designating the officer(s) authorized to sign the agreements.

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

1. The City Manager of the City of Lake Mary is hereby authorized to execute the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation and the City of Lake Mary.
2. This Resolution shall take effect immediately upon passage and adoption.

Passed and adopted this 18th day of August 2016.

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW95
FINANCIAL PROJECT NO. 413019-78808
F.E.I.D. NO. F591484975011
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **CITY OF LAKE MARY**, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **JUNE 12, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF LAKE MARY

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW95
FINANCIAL PROJECT NO. 413019-78808
F.E.I.D. NO. F591484975011

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

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- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
 - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

| FY | Traffic Signals (TS) | Traffic Signal - Interconnected & monitored (IMTS) | Intersection Control Beacon (ICB) | Pedestrian Flashing Beacon (PFB) | Emergency Fire Dept. Signal (FDS) | Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS) | Traffic Warning Beacon (TWB) | Travel Time Detector | Uninterruptible Power Supplies (UPS) |
|----------|--|--|-----------------------------------|----------------------------------|-----------------------------------|--|------------------------------|----------------------|--------------------------------------|
| 2014-15* | \$ 2,951 | | \$738 | \$295 | \$738 | \$148 | \$148 | | |
| 2015-16 | 3,040 | | 760 | 608 | 1,064 | 304 | 304 | | |
| 2016-17 | 3,131 | 4,500 | 783 | 626 | 1,096 | 313 | 313 | 100 | 100 |
| 2017-18 | Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards. | | | | | | | | |
| 2018-19 | Based on the CPI, the 2017-18 compensation amounts will be revised upwards. | | | | | | | | |
| 2019-20 | Based on the CPI, the 2018-19 compensation amounts will be revised upwards. | | | | | | | | |

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

| | |
|--|-----------|
| Date and Time of Accident/Incident: | |
| Location of Accident/Incident: | |
| Provide Police Report (if applicable) and the Following Information: | |
| <ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. | |
| Contract No.: _____ | |
| Project No.: _____ | |
| Total Lump Sum Reimbursement Amount | \$ |

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date



MEMORANDUM

DATE: August 18, 2016

TO: Mayor and City Commission

FROM: Colin W. Morgan, Deputy Chief

THRU: Steven A. Bracknell, Chief of Police

VIA: Jackie Sova, City Manager

SUBJECT: School Resource Officer Agreement with the School Board

Currently, both of the City of Lake Mary's elementary schools are patrolled by assigned police personnel consisting of one full-time officer who teaches D.A.R.E., and two reserve officers who mainly rotate schools for safety concerns as schedules permit. The payment for these police services is solely the responsibility of the City of Lake Mary.

The Seminole County School Board (SCSB) requested that each school in Seminole County be provided law enforcement personnel to enhance existing school safety initiatives and perform the duties of School Resource Officer (SRO). The SRO would also instruct the Focus on Safety Program on a full-time basis at both schools. The School Board has agreed to be responsible for 50% of the annual cost for these two officers.

Due to the desire of both parties to equally fund a Focus on Safety Program and SRO activities within the elementary schools of Lake Mary, a 2016-2017 School Resource Officer Agreement has been prepared for your consideration.

RECOMMENDATION:

Request Commission authorize Mayor to execute the 2016-2017 School Resource Officer Agreement with the School Board.

**SCHOOL RESOURCE OFFICER AGREEMENT
2016-2017**

THIS AGREEMENT is made and entered into by and between the SCHOOL BOARD OF SEMINOLE COUNTY, hereinafter referred to as 'SCHOOL BOARD", whose address is 400 East Lake Mary Blvd., Sanford, Florida, 32773, and the CITY OF LAKE MARY, a municipal corporation, hereinafter referred to as "The Agency".

WITNESSETH:

WHEREAS, in accordance with Section 163.01 Florida Statutes, the AGENCY's and the School Board of Seminole County are authorized to enter into inter- local agreements for the provision of services; and

WHEREAS, both parties named herein desire to implement the provisions of Section 1006.12 Florida Statutes which provides for a School Resource Officer Program; and

WHEREAS, both parties named herein desire to operate and equally fund a Focus on Safety Program for Seminole County elementary school students; and

WHEREAS, the SCHOOL BOARD has requested that the AGENCY provide law enforcement personnel in certain Seminole County Public Schools to provide services as School Resource Officer; and

WHEREAS, the AGENCY has agreed to provide law enforcement officers to perform the duties of School Resource Officer in certain Seminole County Public Schools; and

WHEREAS, the SCHOOL BOARD has established a Seminole County Public School Safety and Security Manager to enhance existing school safety initiatives in existence between the SCHOOL BOARD and county and municipal law enforcement participants in the School Resource Officer Program and the Focus on Safety Program administered through Seminole County Public Schools; and

WHEREAS, the Seminole County Public School Safety and Security Manager has many duties and responsibilities and among them is the responsibility for providing oversight of the School Resource Officer Program (hereinafter referred to as SRO) and Focus on Safety Program administered within Seminole County Schools which includes oversight in the areas of selection requirements, training, curriculum, the provision of services, and compliance with minimum training requirements.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the SCHOOL BOARD and AGENCY agree as follows:

1. Term and Termination

- a. The TERM of this Agreement shall be from July 1, 2016 until June 30, 2017, the date of signatures by the parties notwithstanding, and subject to annual appropriation by both parties.
- b. This Agreement may be terminated by either party, with or without cause, by providing thirty (30) days written notification in advance to the other party. In the event of termination, payment for services will be prorated to coincide with the date of termination.

2. Purpose

- a. The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer to enforce local, state, and federal laws; and to have law enforcement officers available for presentations to students, faculty and parents concerning law enforcement, school safety and related law enforcement subjects. This Agreement also provides for the operation and funding of the Seminole County Focus on Safety Program, which is a curriculum developed specifically for 5th grade students in Seminole County Elementary Schools.
- b. To enhance existing school safety initiatives in existence between the SCHOOL BOARD and county and municipal law enforcement participants in the School Resource Program and the Focus on Safety Program and establish uniformity through direction of the School Safety and Security Manager so that effective crisis preparedness and uniform response to threats to student safety, both real and threatened, within the school environment are addressed.

3. Cooperation

It is agreed that all parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate this Agreement and achieve the goals set forth in section 1006.12 Florida Statutes.

It is also agreed that all parties will provide all reasonable and necessary cooperation so as to facilitate accomplishment of the SCHOOL BOARD'S goals and objectives of the

School Safety & Security Manager position and the duties and responsibilities of the School Safety & Security Manager.

4. **Basic Services**

The AGENCY agrees to:

- a. Provide two (2) School Resource Officers full-time who will perform the duties set forth in Exhibit A (School Resource Officer) which is attached hereto and made a part hereof for all purposes by reference and attachment. Each Officer provided shall, at a minimum, be equipped with a patrol vehicle, personal weapon, radio, and other such equipment issued by the AGENCY to Officers. Additionally, each Officer so assigned shall maintain full fitness for duty in order to be able to respond to crisis situations.
- b. Provide full time School Resource Officers assigned to elementary schools who will perform the duties set forth in Exhibits B (Focus on Safety Officer) in addition to Exhibit A and which is also attached hereto and made a part hereof for all purposes by reference and attachment. Each School Resource Officer assigned to an elementary school shall, at a minimum, be equipped with a patrol vehicle, weapon, radio, and other such equipment issued by the AGENCY to Officer AGENCYs. Additionally, each officer so assigned shall maintain full fitness for duty in order to be able to respond to crisis situations.
- c. Facilitate the provision and payment of training for Officers assigned, to fulfill the terms of this Agreement, and their assignment consistent with the specific job function so that they can satisfactorily perform law enforcement duties in a public school environment. Specialized training includes but is not limited to the following: Basic School Resource Officer Training, Instructor Techniques, Focus on Safety, Trauma Informed Care, Crisis Intervention, Cyber Safety-Social Media Dangers and Awareness, Autism Awareness, Bullying Prevention and Exceptional Student Education Awareness Training.
- d. Provide for the payment of all salaries, wages, other compensation, and benefits for all officers assigned to perform services set forth in this Agreement.
- e. Assure that the School Resource Officer uses any information made accessible to him or her by the SCHOOL BOARD or the School Safety and Security Manager, pursuant to this agreement, only for the purposes for which the disclosure was made. AGENCY acknowledges and agrees that the assigned School Resource

Officer are not "school officials" pursuant to 1002.221, Fla. Stat., 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto. A disclosure of unauthorized information by the assigned School Resource Officer to any person or party of unauthorized confidential information will result in the immediate termination of the assigned Officer and may also result in termination of this agreement.

The SCHOOL BOARD agrees to:

- a. Fund fifty percent (50%) of the personnel costs, including benefits, but excluding overtime for all AGENCY's Officers assigned to perform services as set forth in this Agreement for the twelve month period from July 1, 2016 to June 30, 2017.
- b. Fund fifty percent (50%) of the costs associated with the purchase of Focus on Safety program materials including printed material.
- c. Provide the assigned School Resource Officer with access to information and resources needed to perform the objectives in this Agreement, to include office space preferably within the public entrance area of the school site, computer access, school staff contact information, directory information pursuant to School Board Policy 5.71, if deemed necessary by the School Board to address a specific, school or safety response identified by School Board or the principal-

BOTH PARTIES agree:

- a. To work cooperatively with the School Board and the School Safety and Security Manager to proactively address school security issues and to provide students, faculty, and parents with quality law enforcement services and the safest learning environment possible.
- b. To work cooperatively with the School Board and the School Safety and Security Manager to equip elementary school students with the right safety skills to make informed decisions in life and build a positive relationship with law enforcement officers.
- c. That School Resource Officers are at all times employees of the AGENCY inclusive of purposes for workers compensation and tort liability pursuant to section 768.28 Florida Statutes. School Resource Officers, when performing their duties, shall be deemed to be acting within the course and scope of the Officers' employment with the AGENCY. Appointment of School Resource Officers will

be made by the AGENCY. The AGENCY staff, in coordination with the Superintendent and his designee(s), shall assign officers to specific schools based upon many factors to include, but not limited to: seniority, experience as a School Resource Officer, conflicts or potential conflicts of interest (i.e., personal relationships with administrators, students, and/or teachers), and the needs and requests of the Superintendent.

- d. That School Resource Officers are law enforcement officers and not a school administrator or employee. In all matters relating to the performance of law enforcement functions such as criminal incident investigations and on-campus arrests, the Officer shall be subject to all standard operating procedures of the AGENCY's office and applicable local, state or federal law.
- e. School Resource Officers shall not act as school disciplinarians, as disciplining students is a school responsibility. School officials shall handle matters involving school disciplinary matters of students which are of a non-criminal nature. However, if the principal or his or her designee believes that an incident rise to the level of a violation of the law, the principal or his or her designee is to contact the assigned School Resource Officer. The School Resource Officer shall then determine whether law enforcement action is appropriate. The School Resource Officer is encouraged to seek consultation with his or her agency supervisor in any matter or situation he deems appropriate.
- f. In all situations wherein the assigned School Resource Officer contemplates criminal charges involving any employee of the School Board, the matter shall first be brought to the attention of the School Safety and Security Manager and his assigned agency supervisor for review.
- g. That in the event the AGENCY shall require any Officer performing duties under the terms of this Agreement to assist with emergencies or civil disturbances off school premises, the Officer shall be permitted, upon providing notice to the principal, to respond. Any such exigent situation shall not affect any compensation required to be paid to the AGENCY by the SCHOOL BOARD.

5. Services

This Agreement may be modified by addendum for additional services to be performed by the AGENCY if mutually agreed upon by both parties and set forth in writing. Any Addendum shall set forth additional services to be performed and compensation for said services.

6. **Compensation and Payment**

- a. The SCHOOL BOARD agrees to reimburse the AGENCY for providing School Resource Officers as set forth below:

| | |
|--|--------------------|
| 50% of Annual Cost for 2 Officers at \$83,986.00 per Officer | \$83,986.00 |
| 50% of FOCUS Program Expenses expected total of \$1,476.96 | \$738.48 |
| Billable total for Fiscal Year 2016/17 | \$84,724.48 |
| Quarterly Rate | \$21,181.12 |

Payment shall be in accordance with the following schedule for the contract period:

| Performance Period | Quarterly Payment | Payment Due |
|---|--------------------------|--------------------|
| FY15 (July - Sept 2016) | \$21,181.12 | August 15, 2016 |
| FY16 (Oct - Dec 2016) | \$21,181.12 | November 15, 2016 |
| FY16 (Jan - Mar 2017) | \$21,181.12 | February 15, 2017 |
| FY16 (Apr - Jun 2017) | \$21,181.12 | May 15, 2017 |
| Total Payments for Contract Period | \$84,724.48 | |

- b. Invoices will be sent by the AGENCY to the SCHOOL BOARD at least 15 days prior to the payment due date. The SCHOOL BOARD shall remit payments to the following address:

Steve Bracknell, Chief of Police
 City of Lake Mary Police Department
 165 East Crystal Lake Avenue
 Lake Mary, FL 32746

- c. The AGENCY shall no later than June 1st of each year, submit to the SCHOOL BOARD the cost for providing services as set forth in this Agreement for the upcoming school district fiscal year beginning July 1st. This anticipated cost shall not be binding upon the SCHOOL BOARD and shall be subject to negotiation between the AGENCY and the SCHOOL BOARD.

7. **Hold Harmless**

- a. The SCHOOL BOARD agrees to hold harmless the AGENCY, its employees and agents, from any liability, loss, damage, judgment, lien, expense and cost sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against the AGENCY as a result of any act or omissions of the SCHOOL BOARD, its officers, employees or agents, in the performance of its obligations under this Agreement.
- b. The AGENCY agrees to hold harmless the SCHOOL BOARD, its officers, employees and agents, from any liability, loss, damage, judgment, lien, expense and cost sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against the SCHOOL BOARD as a result of any acts or omissions of the AGENCY, its officers, employees or agents.
- c. The AGENCY and the SCHOOL BOARD shall each be responsible for their own liabilities arising from their willful or negligent acts and omissions related to activities undertaken by such party in accordance with the terms of this Agreement. There shall be no indemnification of either party by the other. The AGENCY and the SCHOOL BOARD are each a political subdivision of the State of Florida and enjoy the privilege of limited Sovereign Immunity as set forth in Section 768.28, Florida Statutes related to sovereign immunity and limitations on damages arising from actions in tort. Nothing in this Agreement shall be construed as waiver of any privilege, defense or immunity afforded by law to any of the parties to this agreement or their respective employees, officers or agents.

8. Dispute Resolution

- a. All policy disputes shall be referred by the principal to his/her executive director and by the School Resource Officer to the School Safety and Security Manager and to his/her AGENCY supervisor for resolution.
- b. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools or his designee that the officer be removed from the program at his/her school and shall state the reasons therefore in writing.
 - i. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the AGENCY or its designee of the principal's request.

- ii. If the AGENCY so desires, the Superintendent, and the AGENCY or their designees shall meet with the officer to mediate or resolve any problems which may exist.
 - iii. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the officer shall be removed from the program at the school and a replacement shall be assigned by the AGENCY after input from the School Safety and Security Manager and the Superintendent.
- c. This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be in Seminole County, Florida.
 - d. The AGENCY and the School Superintendent shall meet in an effort to resolve any disputes concerning this Agreement prior to the initiation of any litigation save and except for claims arising from actions as set forth in Section 768.28 Florida Statutes or other pertinent Florida Statutes or Federal law.

9. **Notices**

Whenever any party desires or is required by law to give notice unto the other party, notice shall be sent by certified mail or hand delivered to:

For School Board:

Walt Griffin, Ed.D., Superintendent
Seminole County Public Schools
400 East Lake Mary Blvd.
Sanford, FL 32773

For the Agency:

Steve Bracknell, Chief of Police
City of Lake Mary Police Department
165 East Crystal Lake Avenue
Lake Mary, FL 32746

10. Agreement Point of Contact

For purposes of administration, interpretation, and resolution of issues arising from interpretation of this Agreement, the following individuals are designated as agency points of contact:

For School Board:

Captain Richard Francis
Seminole County Safety and Security Manager
Seminole County Public Schools
400 East Lake Mary Blvd. Sanford, FL 32773

For the Agency:

Steve Bracknell, Chief of Police
City of Lake Mary Police Department
165 East Crystal Lake Avenue
Lake Mary, FL 32746

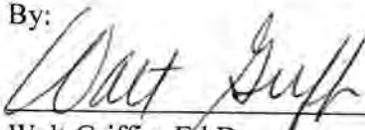
11. Entire Agreement

- a. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.
- b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

The School Board of Seminole County

By:



Walt Griffin, Ed.D.,
Superintendent

By:



Tina Calderone, Ed.D.,
School Board Chairman

By:



Serita D. Beamon,
School Board Attorney

As authorized for execution by the School Board in its regular meeting of 7/26,
2016.

City of Lake Mary

ATTEST:

Carol Foster, City Clerk

David J. Meador, Mayor

Approved as to form and legal sufficiency:

Catherine Reischmann, City Attorney

Date: _____

EXHIBIT "A"

SCHOOL RESOURCE OFFICER DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of an AGENCY officer, a School Resource Officer will have the following specific duties and responsibilities:

1. The School Resource Officer shall at all times perform his/her duties in accordance with AGENCY's standard operating procedures.
2. The School Resource Officer shall maintain all law enforcement powers, duties and responsibilities inclusive of his/her position as an officer while assigned to the school resource officer program.
3. The School Resource Officer shall be responsible to his/her agency in all matters relating to employment, except that activities conducted by the school resource officer which are part of the regular school instructional program shall be under the direction of the principal or his/her designee and the Seminole County Safety and Security Manager.
4. The School Resource Officer will be at his or her School during the normal full-time basis of eight (8) hours on those days and during those hours that the school is in regular session. Additional reporting times such as during summer school session may be provided for upon request of the school principal as authorized by the AGENCY and the Superintendent or their designees and coordinated with the School Safety and Security Manager. If the School Resource Officer is unable to be on campus or needs to leave campus, for any extended period of time due to a law enforcement matter such as processing an arrested juvenile, a replacement officer will be provided to relieve said/officer. Additionally, any absence will be coordinated with the principal or his/her designee, and the Officer's agency Supervisor. Notice shall be provided to the Seminole County School Safety and Security Manager.
5. The School Resource Officer shall perform such duties as directed by his/her agency when school is not in regular session. The principal or his designee shall advise the officer's supervisor of the school's calendar.
6. The School Resource Officer will make contact reports for each student counseled. The contact reports will be filed with the school's guidance department.

7. No students will be contacted during school hours in conjunction with a criminal investigation of any nature without notice first being given to the school's principal. Any such contacts will be conducted in accordance with the AGENCY's standard operating procedures.
8. All student record information will be maintained in accordance with the provisions of Florida Statutes.
9. The School Resource Officer will interface with students between class breaks, during lunch periods, before and after school and at school activities at which the Officer is attendance. The School Resource Officer will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
10. The School Resource Officer will serve as a referral resource for students, faculty, and parents to community agencies.
11. The School Resource Officer will serve as a law enforcement resource person to the school administration, school security officers and the School Safety and Security Manager.
12. The School Resource Officer will assist the school principal, school security officer and the School Safety and Resource Officer in developing plans and strategies for the prevention and control of dangerous situations at the school.
13. The School Resource Officer will coordinate activities with the school guidance department in an effort to identify services and/or resource materials for those students who exhibit indications of early delinquent behavior or are truant.
14. The School Resource Officer shall participate in classroom teaching activities as requested by the school principal. The School Resource Officer will be given appropriate classroom time for approved Juvenile Intervention and Crime Reduction programs.
15. At the principal's request, the School Resource Officer shall attend meetings of the school faculty, student council, parent-teacher organization, and other such school based meetings. The School Resource Officer agrees and understands that meetings and attendance at other school related functions may require attendance during non-routine hours. The School Resource Officer shall attend all meetings and training scheduled by the School Safety and Security Manager.

16. The School Resource Officer shall be informed of any situation occurring on school grounds that the principal or his/her designee believes to be a violation of the law or criminal in nature.
17. The School Resource Officer and principal shall work together to keep each other informed during the course of all criminal investigations.
18. The School Resource Officer shall communicate with the principal when determining whether a student arrest will be made or if there is an alternative solution to the incident, which would still be in compliance with Florida State Statutes. The final decision for arrest or not to arrest will be with the attending School Resource Officer on scene at the incident.
19. The School Resource Officer shall be fully familiar with the Seminole County Student Conduct and Disciplinary Code, and particularly the School Board designated "Zero Tolerance" incidents on school grounds.
20. All sworn statements from the School Administrator(s), Teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate, must be provided to the School Resource Officer prior to the end of the day that the incident or event occurred.
21. School Resource Officers are expected to conduct regular safety and security checks and report them to the School Safety and Security Manager if they cannot be resolved or corrected in a timely manner.
22. School Resource Officers will assist school administration to assure faculty and student readiness for all potential hazards and critical incidents.
23. The primary responsibility of the School Resource Officer is the safety of all students, staff and school property and to provide emergency response and stabilization of critical school incidents.
24. The SRO is required to complete all required training as set for in this agreement or designated by the School Safety and Security Manager by June 30, 2017.
25. Upon request of the Principal, the SRO may be authorized by AGENCY to travel with the school on field trips and/or sporting events. Each such request will be addressed on a case-by-case basis and will not alter the terms and conditions of this Agreement.

EXHIBIT "B"

FOCUS ON SAFETY PROGRAM OFFICER AGENCY DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of an AGENCY Officer assigned to a school as a School Resource Officer, a Focus on Safety School Resource Officer will have the following additional specific duties and responsibilities:

1. The Focus on Safety School Resource Officer shall present the adopted Focus on Safety program to public elementary school students that will include a 10 week program for fifth grade students. The Focus on Safety School Resource Officer will coordinate classroom visitations with the Kindergarten through fourth grade, pre-kindergarten, and ESE students. They will determine the specifics of these visitations with the Principal or his/her designee given the training program adopted and approved by the School Safety and Security Manager. The Focus on Safety Officer shall serve at elementary schools and will be assigned school resource duties when not actively teaching.
2. The Focus on Safety School Resource Officer shall interface with students during class presentations, class breaks, meal periods, and before and after school.
3. The Focus on Safety School Resource Officer's duties and responsibilities shall also include the duties and responsibilities identified in Exhibit "A," attached hereto and incorporated herein by reference.



CITY MANAGER'S REPORT

DATE: August 18, 2016
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
2. Surplus Items from various departments.

ITEMS FOR COMMISSION INFORMATION:

1. Update on Station Point project.
2. Monthly Department Reports.



CITY MANAGER'S REPORT

DATE: August 18, 2016

TO: Mayor and City Commission

FROM: Colin Morgan, Deputy Chief of Police

THRU: Steve Bracknell, Chief of Police

VIA: Jackie Sova, City Manager

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

The Florida Department of Law Enforcement has set aside \$124,010 through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for 2016, to be shared by all units of government within Seminole County. As a condition of participation in this program, each entity in the county must reach a consensus concerning the expenditure of these funds, including the projects to be implemented, as well as the head agency responsible for such implementation.

The funds can be used to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The total allocation amount of \$124,010 is divided among eight (8) law enforcement entities within Seminole County with each receiving about \$15,501.

The Lake Mary Police Department is applying for this grant and, if approved, will use the allocated amount of \$15,501 to purchase needed Kevlar helmets for enhancing the protection of our officers. Further, we will purchase active vehicle alarms to prevent tampering with; movement of; or smashing of car windows. This equipment will be used increase the level of protection to our officers and to safeguard their vehicles and equipment. The name for this project will be "Protecting Our Defenders."

RECOMMENDATION:

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



CITY OF LAKE MARY POLICE DEPARTMENT

August 2, 2016

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

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

165 E. CRYSTAL LAKE
AVENUE
LAKE MARY, FLORIDA
32746

NON-EMERGENCY
407.585.1330

FACSIMILE
407.585.1375

sbracknell@lakemaryfl.com

WEBSITE
www.lakemaryfl.com

JACKIE SOVA
CITY MANAGER

Dear Ms. Herring,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Lake Mary approves the distribution of \$124,010 of Federal Fiscal Year 2016 Edward Byrne Memorial JAG Program funds for the following projects Seminole County:

| <u>Subgrantee</u> | <u>Title of Project</u> | <u>Dollar Amount</u> |
|----------------------------------|---|----------------------|
| Altamonte Springs Police Dept. | Crime Scene Equipment Upgrade | \$15,501.00 |
| Casselberry Police Dept. | LIDAR traffic safety initiative | \$15,501.00 |
| Lake Mary Police Dept. | Protecting our Defenders | \$15,501.00 |
| Longwood Police Department | Officer Advanced Training | \$15,501.00 |
| Oviedo Police Department | SRT Equipment & PE Upgrade | \$15,501.00 |
| Sanford Police Department | Enhancement of Law Enforcement Technology | \$15,501.00 |
| Winter Springs Police Department | Electronic Control Device (Taser upgrade) | \$15,501.00 |
| Seminole County Sheriff's Office | Weapon Storage Vaults | \$15,503.00 |

Sincerely,

David Mealor
Mayor of the City of Lake Mary



Accredited Since
2005

MISSION STATEMENT

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



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

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

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

June 22, 2016

Honorable John Horan
Chairman
Seminole County Board of Commissioners
1101 East First Street
Sanford, FL 32771

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
JAG Countywide – State Solicitation

Dear Chairman Horan:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2016 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$124,010 funds for use by all units of government within Seminole County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

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

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

As a condition of participation in this program, the units of government in each county must reach consensus concerning expenditure of these funds. This consensus must be documented in writing and include the projects to be implemented, the amounts allocated to each project and the agency responsible for such implementation. This process will require an individual to be designated to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as liaison between the Department's grants office and subrecipient(s) to ensure all reports, documentation, and timelines are adhered to in accordance with the agreement(s).

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

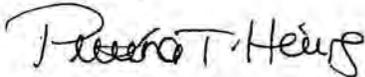
Honorable John Horan
June 22, 2016
Page Two

The enclosed Certificate of Participation form requests the identification of the County Coordinator. Please complete this form and return it to the address below by July 11, 2016. Once confirmed, the Department will forward additional information regarding the application process and FDLE's online grant management system to the coordinator.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

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

Sincerely,



Petrina Tuttle Herring
Bureau Chief

PTH/ps

Enclosures

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



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

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

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

JAG-Countywide

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

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JAG-C Program Announcement

Introduction

The State of Florida, Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice (USDOJ) for \$11,351,298 for the Edward Byrne Memorial Justice Assistance Grant (JAG). FDLE will distribute JAG-Countywide (JAG-C) local share funds in accordance with the JAG-C distribution provisions of Chapter 11D-9, Florida Administrative Code. This announcement is to notify eligible applicants of program requirements. Please note this Program Announcement includes information from the USDOJ relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

Eligible Applicants

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

Program Strategy, Purposes and Coordination Efforts

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

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

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

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

Furthermore, FDLE requires that units of government in each county reach consensus concerning the expenditure of the JAG funds, including the projects to be implemented and the agency responsible for such implementation. Each county must document this consensus by submitting letters from at least 51 percent of the units of government which also represent at least 51 percent of the population located in said county. This process to determine use of federal funds should incorporate strategic planning, and each recipient is encouraged to appoint a Substance Abuse and Violent Crime Policy Advisory Board. The membership of this advisory board shall include, at a minimum, the following persons or their authorized designee: Chief Circuit Judge, State Attorney, Public Defender, Sheriff, Chief of Police of each municipality within the county or a Chief of Police designated by those Chiefs of Police as their representative, Jail Administrator, Clerk of the Court, Superintendent of Education and a representative of local drug treatment programs. An existing Board or Council whose membership includes the listed representatives may be utilized in lieu of appointing a new Board or Council.

Purpose Areas

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

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

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

DOJ/Bureau of Justice Assistance (BJA) Priorities

Evidence-Based Programs or Practices

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

1. Improving the quantity and quality of evidence OJP generates
2. Integrating evidence into program, practice, and policy decisions within OJP and the field
3. Improving the translation of evidence into practice

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

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, and Smart Prosecution. BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

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

Reducing Gun Violence

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

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

Recidivism Reduction, Pretrial Reform and Justice System

Realignment

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

Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 27 states in addition to many local governments, are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

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

Improving Mental Health Services

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

Length of Award

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

Distribution of Funds

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

Application Access and Deadline

Applications must be submitted via the FDLE Subgrant Information Management Online grant management system (SIMON) by **August 26, 2016**. In addition, please mail two hard copies of the application with original signature pages to FDLE by **August 31, 2016**.

Registration Requirements

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

JAG Requirements

Compliance with applicable federal laws

Applicants for JAG subawards are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies," (meaning those that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with the Department of Homeland Security (DHS) officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if DOJ Office of Justice Programs receives information that indicates an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds or suspension and debarment.

Costs Associated with Language Assistance

Costs of taking reasonable steps to provide meaningful access to grant funded services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate. Please refer to DOJ's Civil Rights Compliance section or FDLE's JAG Standard Conditions for additional information.

Body Armor

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

To use JAG funds for bulletproof vests, the agency must certify that a written "mandatory wear" policy is in effect. FAQs for the mandatory wear policy and certifications can be found at <https://www.bja.gov/Funding/JAGFAQ.pdf>. This policy must be in place for all uniformed officers before any JAG funding can be used for vests. A sample policy is available from OCJG.

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

Body-Worn Camera (BWC) purchases

JAG funds may be used for body worn camera programs to purchase equipment or to implement or enhance BWC programs. Subrecipients wishing to use JAG funds for BWC programs must certify the law enforcement agency receiving the funds have policies and procedures in place relating to equipment use, data storage, privacy, victims, access, disclosure and training.

Any subrecipient wishing to use JAG funds for BWC related expenses that do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by OCJG and DOJ Bureau of Justice Assistance. Information regarding BWC policies, resources, and best practices can be found at <https://www.bja.gov/bwc>.

JAG funds may be used to meet the 50% match requirement for the State of Florida 2016-17 Body Worn Cameras Grant Program.

Law Enforcement Agency Training Information

Any law enforcement agency receiving a subaward for JAG funding must submit performance accountability metrics data SIMON related to training on use of force, racial and ethnic bias, de-escalation of conflict and constructive

engagement with the public that officers have received. These metrics will be collected by FDLE's grants office and reported to BJA's Performance Management Tool (PMT). Information regarding these accountability measures may be found at <http://www.bjaperformancetools.org/help/jagdocs.html>.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG funds will be used for DNA testing of evidentiary materials, any resulting eligible profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior written approval from FDLE's grants office and BJA.

Interoperable Communications

Subrecipients utilizing FY16 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet-protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review the FY 2016 SAFECOM Guidance. Additionally, all communications equipment purchased with grant award funding should be identified during performance metrics reporting.

To promote information sharing and enable interoperability among disparate systems across the justice and public safety community, subrecipients are required to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this grant. Subgrantees shall document planned approaches to information sharing and describe compliance to the Global Standards Package (GSP) and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Prohibited Uses & Controlled Expenditures

JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety.

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

Controlled Expenditures

Items listed below are strictly prohibited and cannot be approved for JAG programs under any circumstances as per Executive Order 13688 on Federal Support for Local Law Equipment Acquisition:

1. Tracked armored vehicles
2. Weaponized aircraft, vessels and vehicles of any kind
3. Firearms and/or ammunition with a caliber of .50 or higher
4. Grenade launchers
5. Bayonets
6. Camouflage Uniforms (digital pattern) - woodland and desert patterns are allowable based on operational needs. Camouflage may not be worn in urban or populous areas.

Under extraordinary and exigent circumstances, the USDOJ, Bureau of Justice Assistance (BJA) may allow the following items to be procured with JAG funds so long as prior approval is obtained from BJA:

1. Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicle (UAV)- to utilize JAG funds for UAS, UA, and/or UAV purchases award recipients must adhere to the UAS Guidance found here: <https://www.bja.gov/Publications/BJA-UAS-Guidance.pdf>
2. Armored Vehicles (wheeled)
3. Command and/or Control Vehicles (bus, recreational vehicle, etc.)*
4. *Boats

5. *Tactical and/or passenger SUVs, vans, trucks, and sedans (excluding SUVs and sedans that are used for police patrol)
6. Manned aircraft, fixed and/or rotary wing
7. Specialized firearms and ammunition under .50 caliber (excludes firearms/ammunition for routine duties)
8. Breaching Apparatus (battering ram or similar entry device)
9. Riot helmets, shields and/or batons (excluding service-issued telescopic or fixed length straight batons)
10. Explosives and pyrotechnics
11. Luxury items and real estate
12. Construction Projects (other than penal/correctional institutions)
13. *Segway, ATV, and golf cart (non-police patrol)

* Controlled Expenditure request is required if the vehicle is not being used in the ordinary course by police forces in the United States for patrol activities. Additionally, Segway's, ATVs and golf carts never require a controlled expenditure request in states which do not require licensing and registration for those vehicle types.

If an agency wishes to use JAG funds for a controlled item and/or project at the time of application, the agency must submit a letter with their application. The letter must be on their agency's letterhead, from the chief official, should be addressed to the FDLE OCJG Bureau Chief and address or include an enclosure with all elements outlined in the JAG controlled expenditures justification template. For a list of controlled expenditures and the 11 elements that must be addressed in the letter, please click here: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.

Costs Requiring Pre-Approval

Vehicles

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

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

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

Methamphetamine Mitigation Plans

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

Publications and Other Media

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

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

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

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

NEPA

Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence posts, security or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the Standard Condition related to NEPA and the section of the BJA web site related to NEPA compliance (www.bja.gov/Funding/nepa.html); then contact FDLE's grant's office for assistance.

Sole Source

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

Automated Data Processing (ADP) Equipment

Agencies requesting to purchase ADP equipment that exceed \$150,000, you must complete an ADP Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval Form and enclose this form with the project application. See the section on Automated Data Processing (ADP) Equipment in the Certifications section of Creating an Application below.

Civil Rights Requirements

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

Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

- c. To prepare an EEOP, please visit the OCR website at www.ojp.usdoj.gov/about/ocr/eeop.htm. The website contains an automated on-line EEOP Short Form for preparing a plan that provides screen-by-screen prompts to complete the plan. All new EEOPs must be completed using the on-line short form. Recipient of JAG Countywide funds from FDLE are considered a "subrecipient." For subrecipients, the Short Form will ask for two grant numbers. The grant number at the top of the screen is the application number from SIMON. For grants that have already been awarded, use the subaward number (for example, 2999-JAGC-CNTY-99-Q9-999). For current applications and any others that have not yet been awarded, use the application reference number (for example, 2999-JAGC-999). The grant number on the bottom half of the screen is FDLE's federal grant number from USDOJ. Please contact OCJG for this number.
- d. A subrecipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees, if it does not receive any single award of \$25,000 or more from the Department of Justice, or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe.
- e. All subrecipients and implementing agencies must also submit an EEO Certification to FDLE.
- f. The subrecipients and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- g. In the event a Federal or State court, or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- h. In accordance with federal civil rights laws, the subrecipients shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- i. Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subaward recipient.
- j. If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or emailed to fdlecomments@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- k. The subrecipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.
- l. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission based on the nature of the complaint.
- m. **Americans with Disabilities Act**
Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- n. **Limited English Proficiency (LEP)**
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the

civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

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

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

State and Federal Transparency

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

Federal Funding Accountability and Transparency Act (FFATA)

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

Florida Accountability and Contract Tracking System (FACTS)

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

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

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

1. Within 30 calendar days after executing a contract, each state entity shall post the following information relating to the contract on the contract tracking system:
 - a. The names of the contracting entities.
 - b. The procurement method.
 - c. The contract beginning and ending dates.
 - d. The nature or type of the commodities or services purchased.
 - e. Applicable contract unit prices and deliverables.
 - f. Total compensation to be paid or received under the contract.

- g. All payments made to the contractor to date.
 - h. Applicable contract performance measures.
 - i. If a competitive solicitation was not used to procure the goods or services, the justification of such action, including citation to a statutory exemption or exception from competitive solicitation, if any.
 - j. Electronic copies of the contract and procurement documents that have been redacted to exclude confidential or exempt information.
2. Within 30 calendar days after an amendment to an existing contract, the state entity that is a party to the contract must update the information described in paragraph (a) in the contract tracking system. An amendment to a contract includes, but is not limited to, a renewal, termination, or extension of the contract or a modification of the terms of the contract.
3. By January 1, 2014, each state entity shall post to the contract tracking system the information required in paragraph (a) for each existing contract that was executed before July 1, 2013, with payment from state funds made after June 30, 2013.
4. Records made available on the contract tracking system may not reveal information made confidential or exempt by law.

Exemption from FACTS

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

Performance Management Tool (PMT)

BJA maintains the Performance Management Tool (PMT) online system for reporting performance data for subaward agreements.

Performance Measures

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

Creating the Application

Failure to follow these instructions and submit all required information will result in the application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Applications will be submitted via FDLE's online grants management system, SIMON, which can be accessed at <http://simon.fdle.state.fl.us>. This website also includes a Help section containing a detailed user manual and frequently asked questions for some of the SIMON related tasks. Please read this manual before beginning the application process in SIMON.

Due to the time involved in processing and approving user accounts and organization(s) requests, it is imperative that applicants complete the following steps as soon as possible. (If the agency already has a user account and the organizations subrecipient and implementing agency already exist in SIMON, please disregard Steps 1 and 2).

Step 1: USERNAMES

Any member of a subaward agency working on the grant who does not already have a SIMON user account should create one by clicking "Register" on the front page of SIMON and completing the associated request form. Users will then receive an email containing the SIMON username and password. These are computer generated, and only the person whose email address appears in the request will receive the username and password.

Step 2: ORGANIZATION

If your subrecipient and your implementing agency organizations are not already in the system, they must now be entered. Please note that a Data Universal Numbering System (DUNS) number is required to complete this step. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. To obtain a free DUNS number call Dun and Bradstreet at (866) 705-5711 or apply online at <http://fedgov.dnb.com/webform/displayHomePage.do>.

The subrecipient must also have an active registration with the U.S. Federal Government's System for Award Management (SAM), formerly known as the Central Contractor Registration (CCR) System. Please visit <https://www.sam.gov> to register or update/reactivate the organization's information. The application will not be awarded until this step has been completed.

Step 3: CREATING THE APPLICATION

The person who creates the application is the Application Manager and can modify/submit all tasks in SIMON regarding this application. Please review the position roles that are in SIMON (spreadsheet on Page 19 of user manual). More than one person can edit a module of an application by being assigned a role by the Application Manager. When a user who is not the Application Manager opens a transaction, the user will need to click the "Lock Transaction for Editing" button on the screen, make and save changes, and then click "Unlock Transaction" button. (The reason for locking and unlocking a transaction is further explained in the user manual.) Please review the spreadsheet carefully to understand which roles are able to perform specific tasks. Financial transactions are electronically signed and must be submitted by a Chief Financial Officer or designee. Please be sure to assign the appropriate roles to all necessary financial staff in SIMON.

The application consists of four main components: Administration, Project Overview, Performance, and Financial. The on-line user manual provides detailed instructions for completing the application. The following information will provide additional guidance to troubleshoot some of the most frequent problems.

****When entering data into SIMON, remember to SAVE the information on EACH screen****

Failure to submit required Program information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Project Overview

General Project Information

1. **Project Title.** Enter a short, descriptive project title. The initial project title will remain the same throughout the subaward period. If this application is a continuation of a previous year project, the project title should not change.
2. **Subaward Period.** The typical subaward has a start date of October 1 and is for a period not to exceed twelve (12) months.

Problem Identification

The problem identification is a brief description of the problem addressed with the subaward funds. Be aware this text entry area is limited to approximately 7,000 characters and does not have spell check or special formatting; therefore, we recommend information first be entered into a word processing program and then copied into SIMON.

Please be aware that when pasting information into SIMON some characters may convert to symbols. It is important to review the information placed into each section for accuracy prior to submitting the application.

Be sure to address the following items:

1. **Problem Description.** What is the problem to which the project is responding? Define the problem as it relates to the program area under which funds are being sought. Be concise, avoid redundancy, but give enough detail to allow the reviewer to understand the problem.
2. **Problem Significance.** Why is this problem significant to the subrecipient? Identify who is affected by the problem including the specific types of individuals who contribute to and/or who are negatively affected by the problem. Write for an audience that knows nothing about the problem and explain why it is important that the proposed project address this problem at this time.
3. **Needs Assessment.** Identify the current scope of the problem. Support your problem statement(s) with factual information. Use both quantitative and descriptive data that relates to the specific geographic area(s) and problem. If this is a new subaward, highlight identified unmet needs the project will address this year. If this is a continuation of a pre-existing subaward, provide a brief summary of project accomplishments in meeting identified needs to date.

Project Summary (Scope of Work)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be aware that this text entry area is limited to approximately 7,000 characters and does not have spell check or special formatting; therefore, we recommend information first be entered into a word processing program and then copied into SIMON.

Be sure to address any of the following items that are relevant to your project:

1. What will the project accomplish?
2. Who will receive services? (Participants must be involved with the criminal justice system.)
3. Who will provide services?
4. What other agencies will participate? For a multijurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
5. If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
6. State what documentation will be provided to document deliverables.
7. Do not use brand or model names or include quantities or dollar amounts.

8. Give a general description of cost covered by grant funds.
9. Answer all section questions.

Technology Related Projects

Subawards that may involve technology related projects, information sharing initiatives, or other projects that would result in the local system connecting to or interfacing with the state or national enforcement network must include the following statement in the Project Summary/Scope of Work:

"This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point of Contact. By utilizing funds for this project, the subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06."

Administration

Officials/Contact

The Chief Officials and Chief Financial Officers are filled automatically based on organization data. To modify these individuals, please consult the user manual, Chapter 7. A Project Director must be assigned by selecting the "Assign Role" button. If the decision is made to divide tasks, select the "Assign Role" button and assign other contact positions. If an individual is assigned as the subrecipient or implementing agency chief official designee, written documentation of signature authority for that person must be on file and available for review at monitoring.

Financial

General Financial Info

Financial reports may be submitted monthly or quarterly and are due within 30 days after the end of the reporting period. **Receipt of funds will be contingent on timely reporting.**

Project Budget, Budget Status

1. When entering information under Financial, Project Budget, the CALCULATE button and the SAVE button must be clicked for the changes to be permanent; clicking the SAVE button without first calculating will not save the changes.
2. Please show all funds budgeted to the next highest dollar; do not include cents. (Example, show \$4,505.25 as \$4,506.) **Since match dollars are not required, please leave the match amounts at zero.**
3. The amounts in the Budget Categories must match the amounts in the Budget Narrative.

Project Budget, Budget Narrative

1. General Instructions
 - a. You must briefly describe the budget categories requested. Be aware that this text entry area is limited to approximately 9,000 characters.
 - b. If the budget includes services based on unit costs, in the space provided under Financial Section Questions, be sure to provide a definition and cost for each service and to describe the basis for unit costs and to state when the basis was established or updated.

- c. The Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay (OCO), Indirect Costs). A category title and a subtotal for each category in the budget narrative must be identified, as well as the total project costs.
 - d. Describe the line items in each applicable budget category for which the application is requesting subaward funding. Provide sufficient detail to show cost relationships to project activities. Do not use model/brand names.
 - e. Do not allocate or include as a cost any item approved or requested on another federally financed program.
 - f. Federal funds may not supplant state or local funds; this includes overtime pay for a given activity. For additional guidance, please refer to the USDOJ Financial Guide at <http://ojp.gov/financialguide/DOJ/>
 - g. If actual project costs will exceed the available grant funding, make a statement that the subrecipient will cover all costs in excess of the amount available.
2. Required Criteria for Documenting Allowable Project Costs
- a. Costs are necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out a subrecipient's overall responsibilities.
 - b. Costs are authorized by Federal Code or Florida Statutes or local laws and regulations are in effect at the time subaward is awarded.
 - c. Costs are treated consistently with policies, regulations, and procedures that apply uniformly to other subrecipient activities.
 - d. Costs reflect the net of all applicable credits. Applicable credits means receipts or reduction of expenditure transactions that offset or reduce expense items. Applicable credits may include purchase discounts, rebates or allowances, recoveries or indemnities on losses, sales of publications, etc. Applicable credits may also occur when the subrecipient or implementing agency receives federal funds from sources other than this subaward to finance operations or capital items.
3. Budget Categories
- a. **Salaries and Benefits**- Funds used to support payment of salaries and benefits to government employees dedicated to project activities.
 - b. Positions created with subaward funds must be in excess of the current number of appropriated positions in the implementing agency. If Salaries and Benefits are included in the budget cost as actual costs for staff in the implementing agency, is there a net personnel increase or a continued net personnel increase from the initial year? If no, state that no benefits will be charged to the grant. If yes, please list number and title of position and type of benefits. Be sure to answer the Financial Section Question about net personnel increase.
 - c. For full and part time positions, list the number and type of positions and the salary for each position (do not give names of individuals in the positions funded). State what percentage of the position's salary will be charged to the grant. If the position was grant-funded in a prior year, the percentage of the position's salary funded cannot exceed the percentage paid for the same position in prior years with grant funds.
 - d. For each position, include the following statement in the Budget Narrative: "This position will work XX% of time on project and the grant will pay for XX% of the salary/benefits."
 - e. If the grant will pay for less than 100% of the salary and benefits for a position that is working 100% of its time on the grant, include one of the following statements in addition to the statement

required in #3 above:

- i. The grant will be charged at 100% of salaries and benefits until all funds budgeted for the position are expended. The agency will continue to fund the position through the end of the grant period.
 - ii. The grant will be charged at XX% for each reporting period for the life of the grant.
- f. If the position will spend 100% of its time on grant-related activities, regardless of the percentage of costs to be reimbursed by the grant, the subrecipient will be required to submit a Certification for Employees Working Solely on a Single Federal Award every six months and at closeout.
 - g. For overtime, list the types of positions that will be paid overtime, the estimated number of hours to be worked and estimated rate of pay.
 - h. For all positions, including overtime, list all benefits to be paid by type (such as retirement, health insurance, social security). For overtime, do not include any benefits that are paid in full on the individual's straight-time salary. If no benefits will be paid, state "No benefits will be charged to the grant" in the Budget Narrative.
 - i. The Project Summary should include a brief description, for all grant-funded positions, that clearly identifies the work related to the project.
 - j. Pay and benefits cannot be increased because of federal monies. Employees are to be paid their actual regular hourly rate / overtime hourly rate not the estimated amount reflected on the approved budget narrative. Benefits claimed can only be what are normally claimed for position(s) in the approved budget.

Contractual Services- Funds paid to an individual, organization, or other unit of government for specified services provided under terms of the contract between the subrecipient and the contract provider. Briefly describe how these services will be procured. The contract must include, by reference, the Standard Conditions section of the Subaward Application. Project contractual services must comply with the following requirements:

1. Local units of government must use their respective rules and regulations. In the absence of local rules and regulations, or if state regulations are more restrictive, state regulations must be used as a guide.
2. If the relationship with the service provider is contractual, describe the procurement process (competitive bids or sole source). If sole source procurement is used, review the information regarding Sole Source Justification under Certifications in this document.
3. Arrangements with individuals must ensure that dual compensation is not involved; the contractual arrangement is written, formal, proper and otherwise consistent with the subrecipient's usual practices for obtaining such services; time and services for which payment will be made and rates of compensation will be supported by adequate documentation; and transportation and subsistence costs for travel performed are at an identified rate consistent with the subrecipient's general travel reimbursement practices.
4. Arrangements with other government units must ensure that work or services claimed for reimbursement are directly and exclusively devoted to subaward purposes and charged at rates not in excess of actual costs to the contractor government agency.
5. Compensation for consultants employed by state and local governments will only be allowed when units of government will not provide their services without cost. In these cases, the rate of compensation must not exceed the daily rate paid by the unit of government.
6. Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the market place. Federal regulations provide that the maximum rate for each consultant is \$650 (excluding travel and subsistence costs) for an eight-hour day. An eight-hour day may include preparation, evaluation and travel time in addition to time required for actual performance.

A request for compensation for over \$650 a day requires prior approval and additional justification. Consultants hired through a competitive bidding process, not sole source, the \$650 threshold does not apply.

7. Contractors must not appear on the federal government's Excluded Parties list (<https://www.sam.gov>).

If the service provider is a non-profit organization and being reimbursed from the Subrecipient/Implementing Agency, the budget narrative should reflect **unit costs** or **unit rates** for each service provided, not Salary and Benefits, Expenses, Operating Capital Outlay or Indirect Costs. If the grant will pass through funds to a county or city other than the subrecipient or implementing agency, please call your grant manager for instruction regarding which costs may be charged directly and which must be unit costs.

Expenses- Funds paid for expenses necessary for project activities.

1. Expenditures should be assigned to Expenses or Operating Capital Outlay (OCO) based on the subrecipient's or the implementing agency's established policy. If the organization does not have an established policy, the State policy applies to the subaward. The State policy is that Expense items are consumable, expendable items that have a unit cost less than \$1,000 and/or a useful life of less than one (1) year.
2. Itemize all expense items for purchase. Any items not specifically listed in the budget will be disallowed.
3. Do not use the terms "such as," "etc." or "misc." Do not use brand or model names.
4. All expense items must contribute directly to the project requesting funding and not be used for routine agency operations.
5. Allowable expense costs include:
 - a. Advertising for personnel recruiting and competitive bidding.
 - b. Printing and reproduction. Describe items to be printed and/or reproduced.
 - c. Rental of staff offices and conference space.
 - d. Communications expenses should be itemized (communications may include telephones, cell phones, pagers and related service charges, air cards and internet access including wireless service).
 - e. Publicity. List purpose and types of media.
 - f. Office supplies such as paper products, pens, paperclips, and printer cartridges. For office supplies only, you may say, "For example . . ." and give a representative list; you do not have to list all office supplies for purchase.
 - g. Postage and shipping fees.
 - h. Office equipment or furniture. List all items for purchase; for instance, desks, chairs, filing cabinets, bookcases, printers, fax machines, and shredders.
 - i. Registration or tuition fees for conferences or training seminars and related travel expenses and travel related to field trips. All trips must be specifically identified in the budget with as much information as is available. If the location or dates of an event are unknown, give the name and purpose of the event. All travel must clearly relate to the program requesting funding. List all travel expenses for funding on the grant, such as lodging, per diem, meals, airfare, rental vehicle, mileage, and incidental expenses.
 - j. Travel and Training costs (food and/or beverages for meetings, conferences, training, or other events are NOT allowable).

- k. Confidential Funds. Prior to expenditure of confidential funds, the subrecipient must submit an executed Confidential Funds Certification Form.
 - l. Vehicle expenses. Itemize by type (such as gas, oil changes, other routine maintenance, and repairs).
 - m. Utility expenses. Itemize by type of service.
 - n. Computer equipment and accessories below your OCO threshold. List all associated items for purchase including printers. These items may be requested as computer and associated peripheral equipment, including printers and monitors, if required to purchase separately.
 - o. Travel and Training Costs.
6. See above for pre-approval requirements related to vehicles, body armor/bulletproof vests, meth mitigation plans, publications and other media, NEPA, sole source purchases and automated data processing equipment.

Operating Capital Outlay (OCO) or Equipment- Funds paid for equipment necessary for project activities.

- 1. Expenditures should be assigned to Expenses or OCO based on the subrecipient's or the implementing agency's established policy. If the organization does not have an established policy, the State policy applies to the subaward. The State policy is that OCO includes equipment and other non-consumable, non-expendable items that have a unit cost of \$1,000 or more and/or a useful life of more than one (1) year. Please identify the threshold for OCO items in the Financial Section Questions.
- 2. Itemize all OCO items for purchase and give a cost per item. NOTE: All radios (mobile or hand-held) must be P25 compliant.

Indirect Costs- Costs that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project.

- 1. If indirect cost is included in the budget, please indicate the basis for the plan (for example, percentage of salaries and benefits) in the space provided under Financial Section Questions.
- 2. Submit a copy of the current approved indirect cost plan, with the project application and provide documentation of the appropriate approval of this plan. The approval must be from the federal cognizant agency.
- 3. State agencies must have prior approval of their indirect cost plan from a cognizant federal agency.
- 4. The OCJG reserves the right to deny reimbursement of subaward indirect costs.
- 5. Guidelines for calculating Indirect Cost
 - a. If the Indirect Cost is 3.4%, figured on a total federal dollar amount of \$75,000, use the following calculation:

$$\$75,000 / 1.034 = \$72,533.85 \text{ then}$$

$$\$72,533.85 \times 0.034 = \$2,466.15, \text{ the allowable Indirect Cost.}$$
 - b. If the Indirect Cost is based on Salaries and Benefits, the calculation will only be against the Salaries and Benefits budget category.
 - c. Answer all Section Questions.

Failure to submit required financial information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Performance

Please review the JAG Performance Information document carefully. Performance reports will be due within **15 days** after the end of the reporting period. **Receipt of funds will be contingent on timely reporting.**

Federal and State Purpose Areas

1. Choose **ONLY** one Federal Purpose Area for the project.
2. Choose as many State Purpose Areas as fit the project beginning with **State Purpose Area 1G-General Questions** that is required for all projects.
 - a. State Purpose Area 1G requires a description of anticipated program accomplishments or benefits. Please ensure that you provide a thorough description that ties clearly to the Project Summary (Scope of Work) and also details how accomplishments will be measured, documented, etc.
3. All State purpose areas must have the dollar amount that will be allocated to that area. All areas added together will equal the total award amount.

Objectives and Measures

1. For each State Purpose Area selected, choose as many objectives and measures as fit the project. The objectives are based on mandatory federal performance metrics and provide information that FDLE must report to USDOJ. You will report your progress in achieving objectives on a quarterly basis.
2. Purpose Areas, Objectives, and Measures selected must be appropriate for the proposed project. For specific information about purpose areas, objectives, and measures, please refer to the JAG Performance Information document.

Failure to submit required Performance information will result in an application being returned in SIMON for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

Standard Conditions

The standard conditions are the conditions of agreement requiring compliance by units of local government (subrecipients), implementing agencies and state agencies upon signed acceptance of the subaward. It is imperative that all persons involved with or having administrative responsibility for this subaward read the Standard Conditions. Copies of this section of the application must be returned as part of the completed application. Failure to comply with provisions of this agreement may result in project costs being disallowed.

Certifications

Equal Employment Opportunity (EEO) Certifications

All subrecipients and implementing agencies must comply with the EEO requirements below. If the implementing agency is included in the subrecipient's EEO Certification and/or plan, no further documentation is required. If the implementing agency is not included in the subrecipient's EEO Certification and/or plan, a separate certification and/or plan must be submitted. Usually, a police department will be included in the city's plan, but a sheriff's office will not be included in the county's plan. Those subrecipients unclear whether their agency is included should contact their respective Human Resource department.

1. All subrecipients and implementing agencies must submit a signed EEO Certification form. Submit the certification to OCJG with the application. Do not send the certification to USDOJ as instructed on the form.
2. When completing the certification form, be sure to provide all information requested in the top portion, including the recipient's name and address, subrecipient of OJP funding, law enforcement agency, and DUNS number. The contact person listed should be someone who is knowledgeable about your grant. The form

must be signed by the chief official or designee or by other appropriate staff such as a Human Resources or Personnel Director or an EEO Coordinator.

3. Any subrecipient or implementing agency that is applying for an award of less than \$25,000 and that has no current USDOJ awards of \$25,000 or more, regardless of the number of employees, should complete the top portion and Section A of the form and mark the box indicating receiving an award of less than \$25,000.
4. Any subrecipient or implementing agency that is applying for an award, regardless of the monetary amount, that has fewer than 50 employees should complete the top portion and Section A of the form and mark the box indicating having under 50 employees.
5. Any subrecipient or implementing agency that currently has or is applying for an award of at least \$25,000 but under \$500,000 and that has 50 employees or more must prepare an on-line EEOP Short Form and should complete the top portion and Section B of the form.
6. Any subrecipient or implementing agency that currently has or is applying for a single award of over \$500,000 and that has 50 employees or more must prepare an on-line EEOP Short Form and submit it to OCR for review and approval and should complete the top portion and Section C of the form. A copy of the letter approving the EEOP must be submitted to OCJG with the application.
7. If you need to prepare an EEOP, visit the OCR website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. On the website is an automated on-line EEOP Short Form for preparing your plan that prompts you screen-by-screen to complete the plan. All new EEOP's must be completed using the on-line short form. You are a Subrecipient for grants that you receive from FDLE. For subrecipients, the Short Form will ask for two grant numbers. The grant number at the top of the screen is your application number from SIMON. For grants that have already been awarded, use your subaward number (for example, 2999-JAGC-CNTY-99-Q9-999). For your current application and any others that have not yet been awarded, use your application reference number (for example, 2999-JAGC-999). The grant number on the bottom half of the screen is FDLE's federal grant number from USDOJ. Contact your grant manager for this number.

Sole Source Justification

If the project requires a purchase of services or equipment from a sole source, you must complete the Sole Source Justification for Services and Equipment Form. The authorized official for the subrecipient or the implementing agency must sign this form. If the cost exceeds \$150,000, pre-approval by OCJG is required. Submit the signed form with your application. If the cost is below \$150,000, keep the form on file for review at an on-site monitoring visit. Sole Source purchases under \$150,000 must be stated as such in the application, and sufficient detail must be provided in order to determine that the purchase is eligible.

If the subrecipient is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

Automated Data Processing (ADP) Equipment

Automated Data Processing (ADP) Equipment means general purpose commercially available, mass produced automated data processing components and equipment systems created from them regardless of use, size, capacity or price. Components and systems are designed to be applied to the solution or processing of a variety of problems or applications and are not specifically designed (not configured) for any specific application.

If you plan to purchase ADP equipment and the cost exceeds \$150,000, you must complete an ADP Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval Form and enclose this form with the project application. ADP equipment costs are limited to costs dedicated to project activities. The authorized official for the subrecipient or the implementing agency must sign this form.

For further clarification, refer to the Financial Guide, USDOJ Common Rule for States and Local Governments and the federal Office of Management and Budget's Circulars A-21, A-87, A-110, and A-102, as applicable, in their entirety.

Confidential Funds Certification

Bulletproof Vest Certification

Body Worn Camera Certification

Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements State agencies only

Signature Page

In the spaces provided, enter the typed information, as identified on the form, for both the subrecipient and the implementing agency.

Each application must be signed by:

1. Subrecipient authorizing official who is the chief officer or elected official of the subrecipient (head of state agency, chairman of county commission, mayor of city, chief of Indian tribe).
2. Implementing agency authorizing official who is the chief officer or head of the government agency responsible for implementing the project.

When a chief officer or elected official of a subrecipient or implementing agency designates some other staff person signature authority for him/her, the chief officer or elected official must submit to FDLE a letter or resolution indicating the person given signature authority. The chief officer or elected official and the person receiving signature authority must both sign the letter indicating delegation of signature authority. The letter must also clearly identify which authority is being delegated.

The subrecipient must notify FDLE in a timely manner if there are any changes in signature authority during the grant period. Once the grant is awarded, most grant documents will be submitted electronically. To update the officials in SIMON or to designate an individual with signature authority, follow the instructions in the user manual or contact the SIMON helpdesk.

Corrections (strike-through, whiteout, etc.) on the signature page will not be accepted.

Submit two original signature pages for each application. If you submit only one original signature page, you will not receive an original back for your file.

Step 4: SUBMITTING THE APPLICATION

Please reference the attached application checklist and timeline.

Before you submit your application in SIMON, print out a copy of your application, signature pages, Standard Conditions, and any required certifications. The application must be submitted on-line **no later than August 26, 2016, at 5:00 PM, EDT.**

REMINDER: When copying information into SIMON from another program or document, some characters may convert to symbols. It is important to review the information placed into each section for accuracy prior to submitting the application.

While FDLE is striving to create a paperless grants management system, for the time being hard copies are still required. The following documentation should be submitted to FDLE **no later than August 31, 2016.**

1. Two complete copies of the application, both with original signatures.
2. EEO Certifications or USDOJ approval letters.
3. Any of the following that apply to your project:
 - a. Sole Source Justification Form
 - b. ADP Form
 - c. Certifications Regarding Lobbying

- d. Confidential Funds Certifications
- e. Signature Authority letter/resolution
- f. Bulletproof Vest Certification
- g. Body Worn Camera Certification

Failure to submit required documentation will delay award or result in the attachment of a withholding of funds special condition at the time of award.

Contact Information

Our office is available for any assistance needed Monday through Friday, 8:00 a.m. – 5:00 p.m. EDT by calling (850) 617-1250 and ask to speak with your county's grant manager.

For issues relating to SIMON, please ask for the SIMON Help Desk; otherwise, contact your grant manager or Senior Management Analyst Supervisor Randy Smyth.

FFY 2016 JAG-C Project Timeline

Application Timeline

| | |
|-----------------|--|
| June 10, 2016 | Florida received final state JAG appropriation from U.S. Department of Justice |
| June 22, 2016 | Funding notifications with anticipated county allocations mailed to Board of County Commissioners with copies provided to Sheriffs, Mayors, Police Chiefs, University Police Chiefs and Project Directors. BOCC requested to assign a County Coordinator and respond in writing to FDLE. |
| July 11, 2016 | BOCC deadline to respond to Office of Criminal Justice Grants (OCJG) with Certification of Participation and designation of County Coordinator. |
| Ongoing | Upon receipt of BOCC COP and County Coordinator designation, OCJG provides County Coordinator with application information. County coordinator to forward information to all application managers in their respective counties. |
| July 31, 2016 | Deadline for County Coordinators to submit required 51% letters to OCJG advising of applications that will be submitted from agencies within their respective counties. |
| August 26, 2016 | Deadline for all applications to be submitted in SIMON. |
| August 31, 2016 | Deadline for hard copies of applications with original signatures and any additional certifications/forms to be received by OCJG. |
| October 1, 2016 | Start date for most JAG-C funded projects |

Important Post-Award Dates and Timeline

for projects with October 1, 2016 start date

Subrecipients requesting quarterly reimbursement must submit quarterly performance reports.

Subrecipients requesting monthly reimbursement must submit monthly performance reports.

Programmatic Performance reports are due in SIMON no later than 15 days after the end of the reporting period (month or quarter).

Project expenditure reports are due in SIMON no later than 30 days after the end of the reporting period (month or quarter).

| | |
|-------------------|--|
| December 1, 2016 | Deadline for subrecipients to provide OCJG with a letter explaining the status and reason for delay of any projects not operational. JAG Standard Conditions require projects to be operational within 60 days of original start date. |
| December 29, 2016 | Deadline for subrecipients to provide OCJG with a second letter explaining the status and reason for delay of any projects not operational. JAG Standard Conditions require projects that are not operational within 90 days be reviewed by the Department for termination of agreement and reallocation of funding. |
| August 31, 2017 | Deadline for processing final grant adjustments in SIMON for most JAGC subawards, within 30 days of end of grant period. |
| October 15, 2017 | Financial closeout due in SIMON, no later than 45 days after end of grant period. |

FFY 2016 JAG-C SIMON Application Checklist

Overall Grant Application

- Does your agency have an active DUNS number?
- Is your SAM.gov registration current/active?
- Have you and applicable grant staff read the Standard Conditions that apply to JAG subgrants?
- Have you obtained a properly signed EEO certification and/or EEO plan as applicable to your grant?
- Did you include any additional forms required, such as sole source, confidential funds, bulletproof vest certification, signature authority, task force agreement, etc.?
- Are all sections of the grant complete and does the application designate a Project Direct with knowledge of program goals/objectives, performance and expenditure requirements, record keeping and overall grant management coordination?

Problem Identification

- Does the problem identification clearly describe a need/issue required to be addressed with grant funds, including the scope of the problem and who is affected by the need/issue?
- Is there information describing the repercussions or impact if the need is not met?
- If this is a continuation from a pre-existing subgrant, does this section provide a brief summary of project accomplishments that have been achieved, or needs that have been met, to date?

Project Summary (Scope of Work)

- Does the scope of work sufficiently describe the goals and objectives of the project? How will the problem identified in the previous section be addressed with this subgrant?
- Does this section identify what the project will accomplish?
- Does this section identify who will receive services and/or who will provide services?
- Does this section identify standards, such as the quantity of activities/services or a minimum level of service to be performed?
- Does this section provide a breakdown of the deliverables that will be received?
- Does this section identify how deliverables will be accounted for and documented for performance reports? (i.e. criteria for successful completion, how service providers will be managed and held accountable during the grant period, etc.)
- For equipment purchases, does this section describe the equipment to be purchased, how it will be used in project operations, and how the purchase of the item(s) will address the problem identified in the previous section?

Financial / Budget

If the budget contains Salaries/Benefits:

- Is the salary rate (hourly, biweekly, annually, etc.) provided with total # of hours, weeks, etc.?
- If overtime, does the narrative provide estimated number of hours with rate of pay?
- Are the benefits clearly defined and include rate, cost or percentage?
- Does the narrative contain a statement of the percentage the position is paid from grant funds?
- Does the narrative contain the percentage of time the position will work on grant funded activities?
- Does the narrative contain information for the percentage the grant will be charged for each reporting period?
- Does the narrative provide a brief description on how the position(s) being funded from the grant will accomplish grant activities?

If the budget contains Contractual Services:

- Does the budget clearly describe the activities each party will be contracted to perform?
- Does the narrative identify costs per service(s) rendered?
- Are unit costs clearly defined with supporting information in the Section Questions for Application Section #4: Financial?
- Does the narrative identify deliverables or documentation required to initiate payment?
- If contractual services contain consultant rates in excess of \$650 per day, does the application contain the additional request (letter) for approval of consultant rates?
- Does the narrative provide a brief description on how the services being procured will be used to accomplish grant activities?

If the budget contains Expenses:

- Does the budget list all the items that will be purchased and provide approximate costs for each?
- If the purchase is a bundle, does the budget list the items included in bundle? (i.e. if purchasing a computer is it a laptop or desktop, does it include docking station and/or peripherals? If so, which ones?)
- Does the narrative provide a brief description on how the purchase of these items will assist the project or be used toward accomplishing grant activities?

If the budget contains Operating Capital Outlay (OCO):

- Does the budget list each item to be purchased and provide the cost per item? If the item(s) purchased are included in a bundle or package, please detail what is included in the bundle.
- Are shipping, handling, warranty, and/or maintenance costs included and listed in the budget (if applicable)?
- If not already described in the Scope of Work, does the narrative provide an explanation on how the item(s) will be used to accomplish project activities?
- If warranty is included in the purchase, does the budget ensure grant funds will only be used for up to the first year of maintenance and only for dates within the approved grant period?

If the budget contains Indirect Costs:

- Is an Indirect Cost Plan included, as approved by the cognizant agency?



CITY MANAGER'S REPORT

DATE: August 18, 2016

TO: Mayor and City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Surplus items from various departments

The Police Department has been storing rear seats, door panels, and other miscellaneous parts that were permanently removed from Ford Police Interceptors and Chevy Impalas during the initial installation of the prisoner transport cages and other equipment. These items are not considered to be a part of the standard equipment setup of the vehicles for their daily function and we are requesting that they be declared surplus. The equipment is as follows:

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
|-----------------|---|--|
| 6 sets | Ford Explorer (2015) rear split seat (60/40) | N/A  |
| 8 sets | Ford Explorer (2015) rear plastic door panels | |
| 5 sets | Ford Explorer (2015) rear plastic cargo floor panels | |
| 6 | Ford Explorer factory console stands | |
| 5 boxes | Ford Explorer (2015) miscellaneous dash trim, speakers, and rear view mirrors | |
| 2 | Chevy Impala (2012) rear door panels | |
| 3 | Chevy Impala plastic stock consoles | |
| 1 | Chevy Impala ½ cage partition | |
| 1 | Ford Explorer (2006) rear partition | |
| 1 | Ford Crown Victoria plastic trunk organizer | |
| 1 | Ford Explorer (2012) center front seat and console | |

Staff is also requesting that the following out of service items that reached the end of their useful life be declared surplus so that they may be properly disposed of:

| <u>COMMUNITY DEVELOPMENT</u> | | |
|-------------------------------------|---|--|
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
| 1 | Cannon PC Printer 70-Microfiche Machine | 010004 |
| 1 | Brother typewriter, Model SX-4000 | L5P306599 |

| <u>PARKS</u> | | |
|------------------------|--|--|
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
| 10 | Aluminum bleacher-type seating from dugouts | N/A ↓ |
| 4 | Aluminum light poles | |
| 1 | Scoreboard | |
| 1 | Hot water heater | |
| 1 | Condenser | |
| 1 | Air handler | |
| Various | Miscellaneous signs | |
| Various | Miscellaneous chain link fencing | |
| 1 | Hoshizaki ice maker, Model #KM-250BAE | JO9326K |
| 1 | Spring-type riding toy from kiddie park | N/A |
| 1 | 36" Proline walk-behind mower, Model #30136 | 491112 |
| 1 | Spray rig attachment used for chemical application | N/A |

| <u>POLICE</u> | | |
|------------------------|---------------------------------------|--|
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
| 2 | White projection screens | N/A |
| 1 | Tube-type computer monitor | N/A |
| 1 | Paper shredder | 1497 |
| 1 | Fellowes paper shredder, Model C-480C | 002482 |

| <u>INFORMATION SYSTEMS</u> | | |
|-----------------------------------|--|--|
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
| 1 | Server - 630 | 010613 |
| 1 | Scanner PC | 010733 |
| 1 | PC-DELL | 010734 |
| 1 | Desktop-Optiplex 330 | 010782 |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010849 |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010852 |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010854 |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010855 |

| <u>INFORMATION SYSTEMS (cont'd.)</u> | | |
|---|--|--|
| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>CITY ASSET TAG OR SERIAL #</u> |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010856 |
| 1 | Desktop PC: Optiplex 360 w/Office 2007 | 010863 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010870 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010871 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010872 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010873 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010874 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010875 |
| 1 | Laptop-Lattitude E6400 | 010884 |
| 1 | Laptop-Lattitude E6400 | 010885 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010903 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010904 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010906 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010908 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010909 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010911 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010912 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010913 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010914 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010916 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010917 |
| 1 | Desktop-Optiplex 380 w/Office 2007 | 010920 |
| 1 | Desktop: Optiplex 390 | 010953 |
| 1 | Desktop-Optiplex 380 Minitower | 010958 |
| 1 | Desktop-Optiplex 380 Minitower | 010962 |
| 1 | Desktop-Optiplex 380 Minitower | 010967 |
| 1 | Desktop-Optiplex 380 Minitower | 010969 |
| 1 | Desktop-Optiplex 380 Minitower | 010972 |
| 1 | Desktop-Optiplex 380 Minitower | 010977 |
| 1 | Laptop-Latitude E6420 | 010993 |
| 1 | Laptop-Latitude E6430 W/MIC off | 012098 |
| 1 | Laptop Inspiron 1150 | 01999 |
| 1 | Laptop-Inspiron 1150 | 02000 |

RECOMMENDATION:

Request Commission declare the above-listed items surplus and authorize City Manager to dispose of same.



CITY MANAGER'S REPORT

DATE: August 18, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

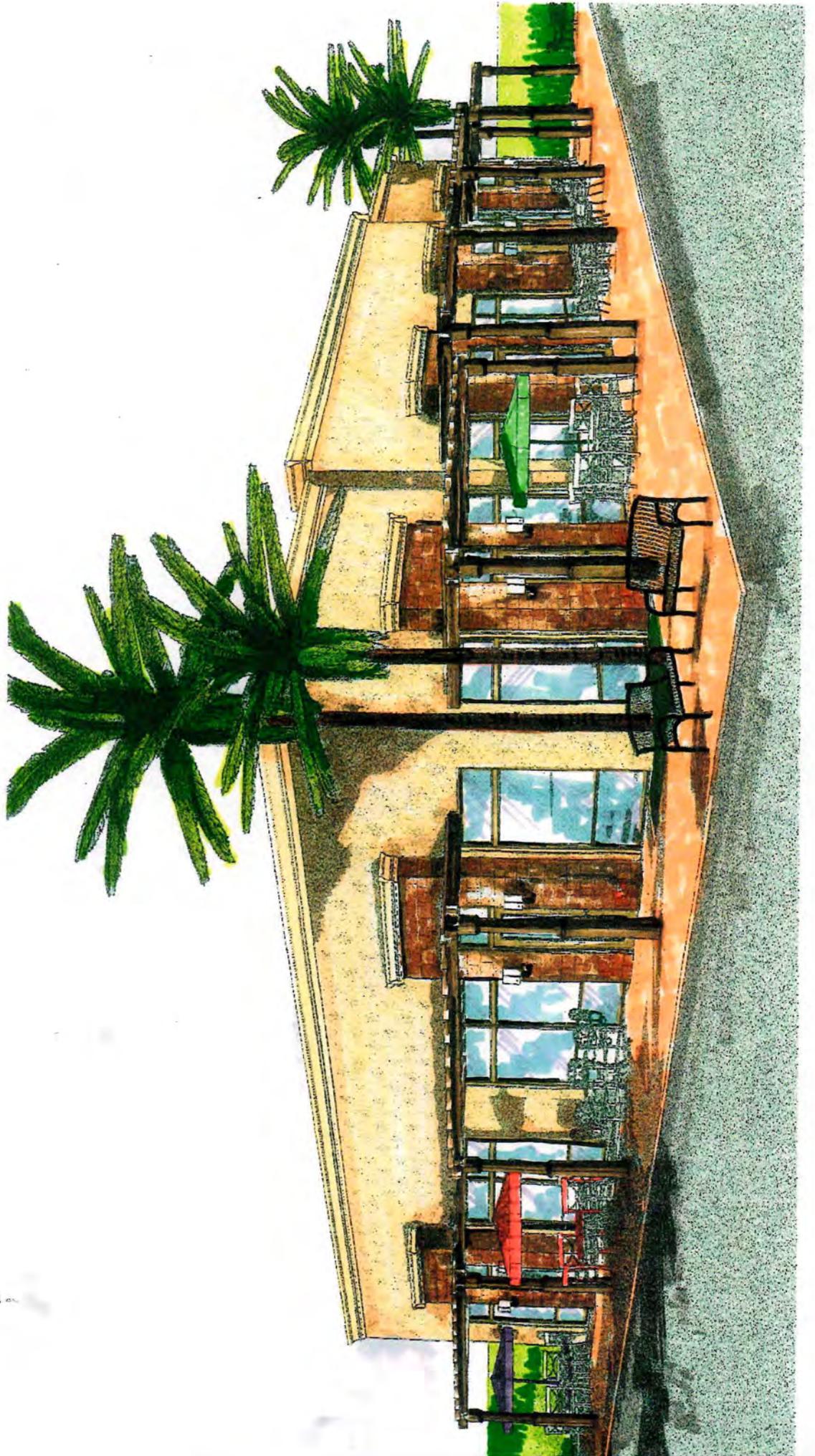
SUBJECT: Update on Station Point project

DISCUSSION: On July 29, 2016, Mr. Chris Mahnken submitted a revision to an existing site plan in review for the Station Pointe project. The current submittal consists of reconstructing the existing building as a 4,999 sq. ft., 1-story commercial building. In addition, the site will be updated from an access, parking, and landscaping perspective. A pedestrian connection is also being made from the site to the SunRail platform.

The resubmittal is currently in DRC review and will be coming to the City Commission at a later date for formal approval. A color rendering is attached to this memo for informational purposes. If the Commission has any comments or concerns regarding the project, please direct staff to address them now while in DRC review.

ATTACHMENTS:

- Color renderings of proposed building



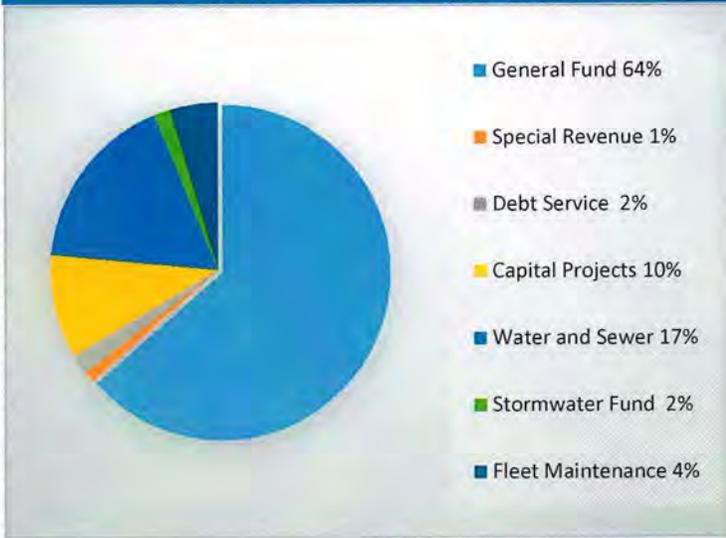


City of Lake Mary

Budget Snapshot as of July 31, 2016

(83% of fiscal year elapsed)

Fiscal Year 2015 - 2016 Adopted Budget



General Fund Revenues

| Revenues | Budget | Year-to-Date | % |
|---------------------------|----------------------|----------------------|--------------|
| Ad Valorem Taxes | \$ 6,760,607 | \$ 6,866,113 | 101.6% |
| Franchise & Utility Taxes | 6,194,184 | 4,116,183 | 66.5% |
| Business Tax Receipts | 121,900 | 127,447 | 104.6% |
| Permits | 433,143 | 1,519,404 | 350.8% |
| Fines & Forfeitures | 73,500 | 59,458 | 80.9% |
| Intergovernmental | 1,675,523 | 1,274,506 | 76.1% |
| Charges for Services | 1,547,700 | 1,384,120 | 89.4% |
| Investment Income/Other | 227,000 | 199,231 | 87.8% |
| Operating Transfers In | 1,100,000 | 916,667 | 83.3% |
| Total Revenues | \$ 18,133,557 | \$ 16,463,129 | 90.8% |

General Fund Expenditures

| Expenditures | Budget | Year-to-Date | % |
|---------------------------|----------------------|----------------------|--------------|
| City Commission | \$ 99,604 | \$ 79,922 | 80.2% |
| City Manager | 652,327 | 504,803 | 77.4% |
| City Attorney | 105,000 | 56,108 | 53.4% |
| City Clerk | 241,778 | 183,881 | 76.1% |
| General Government | 751,423 | 310,532 | 41.3% |
| Risk Management | 17,000 | 12,364 | 72.7% |
| Finance | 533,836 | 415,760 | 77.9% |
| Information Systems | 306,013 | 237,009 | 77.5% |
| Community Development | 572,852 | 434,562 | 75.9% |
| Building | 430,762 | 292,420 | 67.9% |
| Facilities Maintenance | 392,583 | 259,295 | 66.0% |
| Police Operations | 5,131,582 | 3,975,168 | 77.5% |
| Fire Combat | 4,784,977 | 3,688,941 | 77.1% |
| Fire Prevention | 394,401 | 305,173 | 77.4% |
| Support Services | 957,233 | 736,414 | 76.9% |
| PW Admin & Engineering | 235,232 | 184,019 | 78.2% |
| Streets/Sidewalks | 565,389 | 365,431 | 64.6% |
| Parks & Recreation | 1,798,322 | 1,357,912 | 75.5% |
| Events Center | 465,396 | 342,949 | 73.7% |
| Community Center | 186,889 | 145,166 | 77.7% |
| Senior Center | 105,797 | 73,660 | 69.6% |
| Tennis Center | 57,618 | 35,270 | 61.2% |
| Transfers Out | 1,397,928 | 1,164,940 | 83.3% |
| Total Expenditures | \$ 20,183,942 | \$ 15,161,699 | 75.1% |

| | | | |
|-----------------------------|----------------------|----------------------|---------------|
| <i>Fund Balance Forward</i> | 12,624,225 | 15,100,523 | 119.6% |
| Current Fund Balance | \$ 10,573,840 | \$ 16,401,953 | 155.1% |

Debt Service Funds

| Revenues | Budget | Year-to-Date | % |
|---------------------|------------|--------------|--------|
| Transfers In | \$ 336,928 | \$ 280,773 | 83.3% |
| 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 | 146,725 | 511.2% |
| Cemetery Sales | 4,000 | 1,250 | 31.3% |
| Fines & Forfeitures | 7,000 | 38,236 | 546.2% |
| Investment Income/Other | 5,400 | 2,849 | 52.8% |
| Total | \$ 45,100 | \$ 189,060 | 419.2% |

| Expenditures | Budget | Year-to-Date | % |
|---------------------|-------------------|-------------------|--------------|
| Training | \$ 23,000 | \$ 5,686 | 24.7% |
| Operating & DARE | 67,000 | 44,796 | 66.9% |
| Contributions | - | 2,400 | 0.0% |
| Capital | 33,500 | 42,337 | 126.4% |
| Heritage Park | 185,000 | 8,500 | 4.6% |
| Cemetery Operations | 13,100 | 5,070 | 38.7% |
| Total | \$ 321,600 | \$ 108,789 | 33.8% |

| | | | |
|-----------------------------|-------------------|-------------------|---------------|
| <i>Fund Balance Forward</i> | 700,850 | 635,032 | 90.6% |
| Current Fund Balance | \$ 424,350 | \$ 715,303 | 168.6% |

Capital Projects Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|---------------------|--------------|
| Investment Income | \$ 6,000 | \$ 1,313 | 21.9% |
| Grants | 78,312 | - | 0.0% |
| Intergovernmental/Other | 843,570 | 746,502 | 88.5% |
| Transfers In | 760,000 | 633,333 | 83.3% |
| Total | \$ 1,687,882 | \$ 1,381,148 | 81.8% |

| Expenditures | Budget | Year-to-Date | % |
|------------------|---------------------|---------------------|--------------|
| Capital Projects | 3,178,895 | 2,020,996 | 63.6% |
| Total | \$ 3,178,895 | \$ 2,020,996 | 63.6% |

| | | | |
|-----------------------------|-------------------|-------------------|-------------|
| <i>Fund Balance Forward</i> | 1,662,350 | 1,545,785 | 93.0% |
| Current Fund Balance | \$ 171,337 | \$ 905,937 | 529% |

Water and Sewer Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|---------------------|--------------|
| Water Sales | \$ 1,950,000 | \$ 1,711,020 | 87.7% |
| Sewer Revenue | 1,935,000 | 1,760,542 | 91.0% |
| Reclaimed Water | 200,000 | 166,119 | 83.1% |
| Water Impact Fees | 50,000 | 29,590 | 59.2% |
| Sewer Impact Fees | 5,000 | 26,557 | 531.1% |
| Investment Income/Other | 183,000 | 289,390 | 158.1% |
| Total | \$ 4,323,000 | \$ 3,983,218 | 92.1% |

| Expenditures | Budget | Year-to-Date | % |
|-------------------------|---------------------|---------------------|--------------|
| Operating Expenses | 1,738,576 | 1,336,095 | 76.8% |
| Capital Projects | 1,267,000 | 724,015 | 57.1% |
| Wholesale swr/reclaimed | 1,345,000 | 1,138,298 | 84.6% |
| Transfers Out | 1,149,000 | 957,500 | 83.3% |
| Total | \$ 5,499,576 | \$ 4,155,908 | 75.6% |

| | | | |
|----------------------------------|----------------------|----------------------|---------------|
| <i>Beg Unrestrict Net Assets</i> | 13,443,265 | 14,150,241 | 105.3% |
| Available Net Assets | \$ 12,266,689 | \$ 13,977,551 | 113.9% |

Stormwater Utility Fund

| Revenues | Budget | Year-to-Date | % |
|-----------------|-------------------|-------------------|--------------|
| Stormwater Fees | \$ 396,000 | \$ 334,321 | 84.4% |
| Interest/Other | 3,000 | 1,749 | 58.3% |
| Total | \$ 399,000 | \$ 336,070 | 84.2% |

| Expenditures | Budget | Year-to-Date | % |
|--------------------|-------------------|-------------------|--------------|
| Operating Expenses | 304,930 | 207,990 | 68.2% |
| Capital Projects | 200,000 | 229,710 | 114.9% |
| Total | \$ 504,930 | \$ 437,700 | 86.7% |

| | | | |
|--------------------------------|-------------------|-------------------|---------------|
| <i>Unrestricted Net Assets</i> | 423,285 | 480,836 | 113.6% |
| Available Net Assets | \$ 317,355 | \$ 379,206 | 119.5% |

Fleet Maintenance Internal Service Fund

| Revenues | Budget | Year-to-Date | % |
|--------------------------|--------------|--------------|-------|
| Fleet Transfers & Income | \$ 1,177,740 | \$ 824,015 | 70.0% |
| Expenditures | | | |
| Operating Costs | \$ 312,208 | \$ 245,820 | 78.7% |
| Vehicle Purchases | \$ 1,154,000 | \$ 1,115,077 | 96.6% |

City of Lake Mary, Florida
General Fund Revenues
As of July 31, 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 | 6,866,113 | 101.56% |
| | 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 | 770,526 | 66.60% |
| 313-11 | FP&L - Franchise | 545,433 | 535,600 | 591,267 | 568,537 | 545,849 | 579,908 | 315,236 | 54.36% |
| 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 | 370,015 | 73.27% |
| | Total Franchise | 2,200,138 | 2,097,879 | 2,187,203 | 2,153,803 | 2,217,143 | 2,250,453 | 1,460,169 | 64.88% |
| 314-10 | Duke Energy - Utility | 1,249,357 | 1,288,610 | 1,310,121 | 1,297,751 | 1,286,439 | 1,317,217 | 909,378 | 69.04% |
| 314-11 | FP&L - Utility | 601,224 | 648,297 | 729,688 | 717,878 | 747,297 | 732,236 | 527,044 | 71.98% |
| 314-20 | Telecommunications | 2,011,704 | 2,093,587 | 1,746,328 | 1,857,389 | 1,647,456 | 1,838,815 | 1,178,514 | 64.09% |
| 314-80 | Propane Gas - Utility | 47,512 | 40,838 | 52,307 | 50,421 | 54,645 | 55,463 | 41,078 | 74.06% |
| | Total Utility | 3,909,797 | 4,071,332 | 3,838,444 | 3,923,439 | 3,735,837 | 3,943,731 | 2,656,014 | 67.35% |
| | Total Franchise & Utility | 6,109,935 | 6,169,211 | 6,025,647 | 6,077,242 | 5,952,980 | 6,194,184 | 4,116,183 | 66.45% |
| | Licenses and Permits: | | | | | | | | |
| 321-60 | Business Tax Receipts | 115,373 | 118,964 | 117,319 | 118,110 | 121,639 | 121,900 | 127,447 | 104.55% |
| 322-10 | Building Permits | 851,192 | 1,543,828 | 864,080 | 720,524 | 926,988 | 365,270 | 1,389,363 | 380.37% |
| 322-20 | Electrical Permits | 63,819 | 45,976 | 77,580 | 48,118 | 39,037 | 28,871 | 64,174 | 222.28% |
| 322-30 | Plumbing Permits | 43,687 | 30,639 | 28,629 | 33,687 | 20,018 | 20,212 | 25,527 | 126.30% |
| 322-40 | Mechanical Permits | 25,243 | 32,685 | 50,765 | 31,316 | 38,298 | 18,790 | 40,340 | 214.69% |
| | Total Licenses & Permits | 1,099,314 | 1,772,092 | 1,138,373 | 951,755 | 1,145,980 | 555,043 | 1,646,851 | 296.71% |
| | Fines & Forfeitures: | | | | | | | | |
| 351-10 | Court Fines | 59,132 | 69,858 | 71,304 | 56,474 | 54,473 | 58,000 | 39,501 | 68.11% |
| 351-30 | False Alarm Fees | 4,225 | 3,950 | 500 | 600 | 1,000 | 500 | 1,850 | 370.00% |
| 351-50 | Violation of Local Ordin. | 7,810 | 33,586 | 47,850 | 15,000 | 44,588 | 15,000 | 18,107 | 120.71% |
| | Total Fines & Forfeitures | 71,167 | 107,394 | 119,654 | 72,074 | 100,061 | 73,500 | 59,458 | 80.90% |
| | Intergovernmental: | | | | | | | | |
| 312-41 | Local Option Gas Tax | 224,965 | 249,978 | 250,577 | 258,107 | 260,382 | 260,987 | 201,118 | 77.06% |
| 334-00 | Grants | 3,241 | 2,096 | 20,860 | - | 20,185 | - | 5,307 | - |
| 335-12 | State Rev. Share/Gas Tax | 275,591 | 293,595 | 319,579 | 336,458 | 360,889 | 371,964 | 299,923 | 80.63% |
| 335-14 | Mobile Home License | 108 | 114 | 71 | 60 | 117 | 70 | 232 | 331.43% |
| 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 | 1,015,962 | 756,116 | 74.42% |
| 335-20 | Firefighter Supplement | 11,200 | 11,740 | 14,355 | 14,040 | 14,040 | 14,040 | 10,880 | 77.49% |
| | Total Intergovernmental | 1,325,373 | 1,397,236 | 1,506,376 | 1,577,791 | 1,642,593 | 1,675,523 | 1,274,506 | 76.07% |

City of Lake Mary, Florida
General Fund Revenues
As of July 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 | 9,674 | 86.38% |
| 341-21 | Zoning Fees | 21,798 | 22,074 | 20,334 | 17,000 | 21,559 | 10,500 | 35,992 | 342.78% |
| 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 | 57,230 | 127.18% |
| 342-60 | Rescue Transport Fees | 609,044 | 597,065 | 513,365 | 590,000 | 623,215 | 600,000 | 550,323 | 91.72% |
| 347-10 | Events Center Rental | 513,448 | 489,532 | 533,740 | 520,000 | 565,101 | 590,000 | 483,588 | 81.96% |
| 347-15 | Community Center | - | - | 21,147 | 50,000 | 73,571 | 85,000 | 74,739 | 87.93% |
| 347-20 | Summer Camp Fees | - | - | 51,475 | 45,000 | 73,170 | 70,000 | 55,770 | 79.67% |
| 347-30 | Farmers Market | 31,379 | 29,719 | 23,107 | 25,000 | 22,897 | 23,000 | 20,116 | 87.46% |
| 347-40 | Skate Park Fees | 8,819 | 4,221 | 3,198 | 4,000 | 3,243 | 4,000 | 2,525 | 63.13% |
| 347-45 | Splash Park Fees | 24,274 | 22,811 | 25,760 | 24,000 | 24,473 | 25,000 | 18,660 | 74.64% |
| 347-50 | Park Rentals | 630 | 1,082 | 783 | 850 | 2,309 | 2,500 | 1,773 | 70.92% |
| 347-60 | Sports Complex Rentals | 27,330 | 29,288 | 30,620 | 30,000 | 29,534 | 32,000 | 28,504 | 89.08% |
| 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 | 9,691 | 96.91% |
| 347-90 | Tennis Center Revenues | 50,231 | 40,729 | 23,364 | 16,000 | 22,870 | 18,000 | 15,935 | 88.53% |
| | Total Charges for Services | 1,378,562 | 1,334,311 | 1,342,283 | 1,443,050 | 1,565,369 | 1,547,700 | 1,384,120 | 89.43% |
| Other: | | | | | | | | | |
| 361-10 | Interest | 192,570 | (1,038) | 173,777 | 120,000 | 188,214 | 130,000 | 80,004 | 61.54% |
| 363-10 | Streetlighting | 32,780 | 32,484 | 32,729 | 32,000 | 32,945 | 32,000 | 26,517 | 82.87% |
| 364-00 | Sale of Capital Assets | 51,917 | 388 | 701 | - | 2,362 | - | 2,729 | - |
| 369-00 | Other Miscellaneous Rev. | 160,060 | 126,900 | 151,663 | 60,000 | 140,794 | 65,000 | 89,981 | 138.43% |
| | Total Other Revenue | 437,327 | 158,734 | 358,870 | 212,000 | 364,315 | 227,000 | 199,231 | 87.77% |
| Transfers In: | | | | | | | | | |
| 381-00 | Transfers from W&S | 850,000 | 900,000 | 985,000 | 1,015,000 | 1,015,000 | 1,100,000 | 916,667 | 83.33% |
| 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 | 916,667 | 83.33% |
| | Total General Fund Revenue | 17,469,389 | 17,868,336 | 17,622,881 | 17,676,872 | 18,171,364 | 18,133,557 | 16,463,129 | 90.79% |
| | Carry-forward Fund Balance | 15,066,183 | 16,369,093 | 17,541,260 | 15,368,972 | 15,368,972 | 12,624,225 | 12,624,225 | 100.00% |
| | Total Available | \$ 32,535,572 | \$ 34,237,429 | \$ 35,164,141 | \$ 33,045,844 | \$ 33,540,336 | \$ 30,757,782 | \$ 29,087,354 | 94.57% |

FINANCE DEPARTMENT
MONTHLY REPORT
July 2016

| Purchasing/AP Activity | Jul-16 | FYTD | Jul-15 | FYTD |
|-----------------------------------|---------------|-------------|---------------|-------------|
| Purchase Orders Encumbered | 23 | 441 | 21 | 332 |
| Bids/RFPs Processed | 0 | 11 | 1 | 7 |
| Express Purchase Orders Processed | 5 | 72 | 5 | 97 |
| Express P.O. - Average \$ Value | \$207 | | \$165 | |
| Checks Issued to Vendors | 259 | 2,455 | 245 | 2,410 |
| P-Card Transactions | 292 | 2,942 | 310 | 3,020 |
| P-Card Average \$ Value | \$151 | | \$156 | |

| Accounting/Payroll Activity | | | | |
|-------------------------------------|-----------|-------------|----------|-----------|
| Journal entries Prepared and Posted | 46 | 410 | 45 | 410 |
| Items Deposited | 2,626 | 27,047 | 2,816 | 27,147 |
| Deposited Items Returned | 3 | 38 | 3 | 34 |
| Credit/Debit Card transactions | 684 | 6,430 | 609 | 5,517 |
| Credit/Debit Card Sales | \$107,178 | \$1,116,098 | \$81,987 | \$695,584 |
| Employees Paid | 400 | 4,465 | 393 | 4,430 |

| Utilities Activity | | | | |
|---------------------------------------|-------|--------|-------|--------|
| Utility Refund Checks | 54 | 224 | 46 | 230 |
| Utility Turn-offs for Non-payment | 26 | 251 | 29 | 231 |
| Door Hangers for Non-pay prepared | 153 | 1,693 | 173 | 1,544 |
| Utility Service Complaints Handled | 24 | 156 | 15 | 131 |
| Existing Utility Accounts Closed | 82 | 638 | 94 | 687 |
| New Utility Accounts Opened | 81 | 647 | 93 | 667 |
| Utility Bank Draft Customers | 1,253 | | 1,189 | |
| Electronic Utility Payments | 1,087 | 10,985 | 1,140 | 11,152 |
| Paperless Billing Customers | 717 | | 723 | |
| Current Residential Water Customers | 4,790 | | 4,747 | |
| Current Residential Sewer Customers | 2,596 | | 2,583 | |
| Current Residential Garbage Customers | 5,055 | | 4,977 | |
| Current Commercial Water Customers | 457 | | 452 | |
| Current Commercial Sewer Customers | 393 | | 389 | |
| Current Commercial Garbage Customers | 242 | | 246 | |

| IT Activity | | | | |
|---------------------------------|--------|---------|--------|---------|
| Helpdesk tickets logged | 154 | 1,395 | 169 | 1,511 |
| Computer/Server/Network tickets | 151 | 1,346 | 163 | 1,453 |
| Cell Phone tickets | 3 | 52 | 6 | 52 |
| Helpdesk tickets resolved | 151 | 1,397 | 169 | 1,515 |
| Average resolution time (days) | 1 | | 1 | |
| Intranet/Website Updates | 4 | 43 | 4 | 45 |
| Unique Website Visitors | 20,147 | 188,253 | 20,470 | 188,349 |

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



MEMORANDUM

DATE: August 18, 2016
 TO: Mayor and City Commission
 FROM: Bryan Nipe, Parks and Recreation Director
 VIA: Jackie Sova, City Manager
 SUBJECT: Parks and Recreation Update for July 2016

Facilities Maintenance

| | | | | |
|--|--|--|--|--|
| | <ul style="list-style-type: none"> • New HVAC unit installed in-house at Clinic • Received and reviewed Station 33 Roof bid, it has been awarded and notice to proceed will be given in August • Senior Center expansion plans are in plan review • P.O. has been issued for the City Hall HVAC control system | | | |
|--|--|--|--|--|

| Work Order Category | July-16 | YTD-16 | July-15 | YTD-15 |
|---------------------|--------------------|---------------------|-------------------|---------------------|
| labor | \$4,639.11 | \$52,914.02 | \$5,360.63 | \$47,546.62 |
| materials | \$7,080.49 | \$39,244.64 | \$3,282.26 | \$26,468.35 |
| contractor | \$475.00 | \$25,655.76 | \$194.00 | \$55,725.17 |
| total | \$12,194.60 | \$117,814.42 | \$8,836.89 | \$129,740.14 |

Parks Maintenance

| | | | | |
|--|---|--|--|--|
| | <ul style="list-style-type: none"> • The new landscaping project at Lakeview Ave/Country Club has been started • Little League tournaments went well • Heritage Park plans reviewed and getting ready to go out to bid | | | |
|--|---|--|--|--|

Community Center

| | | | | |
|------------------|--|---------------------------|--------------------|---------------------|
| Rentals | <ul style="list-style-type: none"> Rental revenue for this month is up 106.6%, compared to July FY15, and number of rentals jumped by 19. Non-revenue uses rose by 2, compared to July FY15, but overall YTD non-revenue usage has dropped by 18.3%. Current YTD rental revenue has surpassed total FY15 rental revenue, with two months still remaining in FY16. | | | |
| Programs | <ul style="list-style-type: none"> The Summer Camp program wrapped up another successful summer in July. Camp was at full capacity all summer. The number of classes offered YTD has risen by 9.1%, with all contracted programs showing stable participation. | | | |
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| classes | 55 | 54 | 645 | 591 |
| non-revenue uses | 10 | 8 | 98 | 120 |
| rentals | 34 | 15 | 321 | 203 |
| summer camp | \$8,070.00 | \$23,132.00 | \$55,770.00 | \$68,710.00 |
| rental revenue | \$7,921.60 | \$3,833.70 | \$74,739.23 | \$62,412.20 |
| total revenue | \$15,991.60 | \$26,965.70 | \$130,509.23 | \$131,122.20 |
| expenses | \$14,791.55 | \$10,250.84 | \$145,166.19 | \$95,197.87 |

Sports Complex

| | | | | |
|---------------------------------------|---|---------------------------|--------------------|---------------------|
| Rentals | <ul style="list-style-type: none"> Rental revenue in July remained constant, compared to July FY15. YTD rental revenue is up 28.5%, compared to YTD FY15. Increased number of rentals did cause fields to show some additional wear. | | | |
| Programs | <ul style="list-style-type: none"> LMLL hosted a Sectional All-Star Tournament at the Sports Complex. Featured 11 games, played by teams across the central Florida area. The complex and fields received high praise from both LMLL and the visiting teams/guests. | | | |
| Skate Park & Batting Cages | <ul style="list-style-type: none"> Skate Park numbers continue to be stagnant. July FY16 revenue is up 13.1% over July FY15, but YTD revenue is down 15.1% compared to YTD FY15. Park usage rose from 79 people in July FY15 to 91 users in July FY16, a 15% increase in usage. A total of 65 batting cage tokens were sold in July FY16, without any additional staffing costs. | | | |
| Splash Pad | <ul style="list-style-type: none"> A total of 3341 guests visited the splash pad this month. YTD revenue is still slightly down due to poor weather during the start of the FY16 season and heavy rains this summer. | | | |
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| sports complex rentals | \$637.50 | \$624.20 | \$28,504.37 | \$23,089.03 |
| leagues | \$0.00 | \$0.00 | \$9,550.00 | \$10,075.00 |
| concession (Trailhead & Sports Comp.) | \$682.01 | \$1,763.69 | \$9,690.63 | \$10,456.49 |
| skate park | \$200.81 | \$177.60 | \$2,525.18 | \$2,973.13 |
| splash park | \$5,786.61 | \$6,245.05 | \$18,659.96 | \$20,486.89 |
| total revenue | \$7,306.93 | \$8,810.54 | \$21,185.14 | \$23,460.02 |

Central Park

| Farmer's Market | <ul style="list-style-type: none"> YTD Farmers Market revenue is up 9.7% compared to FY15. Farmers Market saw an estimated average of 200 customers during each Saturday in July. | | | |
|-----------------|---|--------------------|-------------|--------------|
| Rental | <ul style="list-style-type: none"> Rentals fell slightly, down 10%. | | | |
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| park rentals | \$0.00 | \$50.00 | \$1,772.50 | \$1,969.06 |
| farmers market | \$1,687.13 | \$1,757.46 | \$20,115.73 | \$18,332.92 |
| total revenue | \$1,687.13 | \$1,807.46 | \$21,888.23 | \$20,301.98 |

Events Center

| | <ul style="list-style-type: none"> Lake Mary Events Center hosted 18 weddings and 5 corporate events in the month of July. Fourteen of our weddings this month were on peak days of the week. Some notable events in the month of July are the Diamond Girlz softball team banquet, a College Planning and Funding Strategies meeting, mediation training, Flagler Hospital, and Elevation Health. | | | |
|------------------|--|--------------------|--------------|--------------|
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| non-revenue uses | 0 | 0 | 10 | 15 |
| rentals | 23 | 24 | 266 | 279 |
| catering revenue | \$4,121.73 | \$4,451.48 | \$50,795.75 | \$55,612.91 |
| rental revenue | \$43,842.51 | \$40,443.77 | \$432,792.15 | \$426,724.69 |
| total revenue | \$47,964.24 | \$44,895.25 | \$483,587.90 | \$482,337.60 |
| expenses | \$30,580.56 | \$34,805.98 | \$342,948.68 | \$339,809.49 |

Tennis Center

| | <ul style="list-style-type: none"> The Lake Mary Tennis Center concluded its youth Summer Camp in July with over 50 campers participating. | | | |
|-------------|---|--------------------|-------------|--------------|
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| memberships | 168 | 156 | n/a | n/a |
| revenue | \$2,000.00 | \$2,283.05 | \$15,935.01 | \$15,309.55 |
| expenses | \$3,694.08 | \$4,028.05 | \$35,269.84 | \$36,681.56 |

Senior Center

| | <ul style="list-style-type: none"> Sweating with Helen had a monthly record attendance of 312 which was 21 more than the previous record. Helen also hired a videographer to record her class and will sell copies to the students if they would like to exercise at home or for the Senior Center to play in the event of her absence. | | | |
|-------------------------|--|--------------------|-------------|--------------|
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| classes | 106 | 130 | 1271 | 1192 |
| individual participants | 2238 | 2547 | 23521 | 23350 |
| revenue | \$352.69 | \$626.54 | \$19,123.02 | \$20,386.54 |
| expenses | \$7,388.54 | \$7,846.70 | \$73,660.34 | \$77,253.23 |

| Total Revenue | | | | |
|----------------|-------------|--------------|-------------|--------------|
| | June 2016 | Current YTD | June 2015 | Previous YTD |
| Total Revenue | \$75,302.59 | \$692,228.53 | \$85,388.54 | \$692,917.89 |
| Total Expenses | \$68,649.33 | \$714,859.47 | \$65,768.46 | \$678,682.29 |
| | \$6,653.26 | -\$22,630.94 | \$19,620.08 | \$14,235.60 |

Lake Mary Museum

| | | | | |
|--|---|--|--|--|
| | <ul style="list-style-type: none"> The Local Artists Exhibit began on July 30th and had 125 visitors. It is showing 22 artists and over 50 pieces of art. It will continue through September 17th. A group called Phantasmagoria, a well-known area theatre group, has been contracted for the Ghost Tour. The event will be a one night affair and the owner of the group is customizing a program just for Lake Mary. | | | |
|--|---|--|--|--|

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

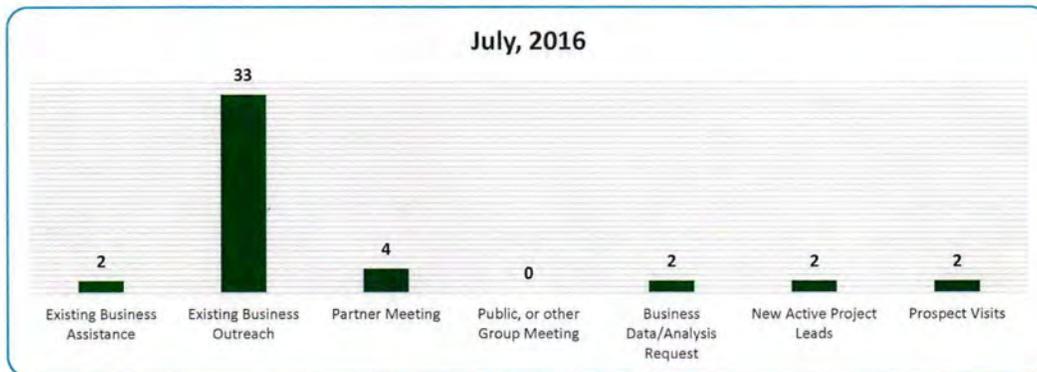
| | FY 2016 | | FY 2015 | |
|--------------------------------|------------|-------------|------------|-------------|
| | JULY 16 | YTD | JULY 15 | YTD |
| MINUTES PREPARED (SETS) | 2 | 17 | 2 | 19 |
| ORDINANCES CREATED | 0 | 0 | 0 | 0 |
| ORDINANCES PREPARED | 0 | 1 | 0 | 3 |
| RESOLUTIONS CREATED | 0 | 0 | 0 | 0 |
| RESOLUTIONS PREPARED | 0 | 4 | 1 | 3 |
| PROCLAMATIONS PREPARED | 2 | 18 | 2 | 20 |
| OCCUPATIONAL LICENSES | | | | |
| NEW | 31 | 254 | 23 | 229 |
| RENEWALS | 2 | 335 | 0 | 333 |
| TRANSFERS | 0 | 36 | 0 | 43 |
| REVENUE GENERATED | \$2,125.00 | \$31,335.00 | \$1,420.00 | \$29,983.25 |
| CITY ELECTIONS HELD | 0 | 0 | 0 | 0 |
| DOCUMENTS RECORDED | 2 | 37 | 2 | 35 |
| RECORDS DESTROYED (CUBIC FEET) | 0 | 0 | 0 | 0 |

City of Lake Mary -
Economic Development Activity Report

Activity Summary

| City of Lake Mary, Economic Development Activity Summary July, 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 | July, 2016 |
|--------------------------------|------------|
| Existing Business Assistance | 2 |
| Existing Business Outreach | 33 |
| Partner Meeting | 4 |
| Public, or other Group Meeting | 0 |
| Business Data/Analysis Request | 2 |
| New Active Project Leads | 2 |
| Prospect Visits | 2 |
| Total Count | 45 |



| Milestones for July 2016 |
|---|
| Uber Pilot Program kick-off on July 1. The one-year pilot program started with a kick-off event held at the Longwood Sunrail Station stop. |
| Significant work on a new active project code named Project Silver Queen. This project entails the creation of 150 target industry jobs. |
| Continued work on developing a jobs growth incentive agreement for a project code named Project Momentum. |
| Florida Blue call center announcement. Florida Blue will create 180 new jobs in Lake Mary. |

City of Lake Mary -
Economic Development Activity Report

Activity Detail

**City of Lake Mary, Economic Development Activity Log
July, 2016**

| Name | Date | Activity Code | Explanation |
|------|---------|--------------------------------|---|
| Tom | 7/1/16 | Public, or other Group Meeting | Uber pilot project kick-off event. |
| Tom | 7/5/16 | Existing Business Outreach | Chamber's Lake Mary Council Meeting. |
| Tom | 7/6/16 | Prospect Visits | Site visit to a Lake Nona community to view a developer's work. This development group is interested in building in downtown Lake Mary. |
| Tom | 7/6/16 | Business Data/Analysis Request | Provided a consultant various statistics dealing with current housing trends in Lake Mary. |
| Tom | 7/7/16 | Partner Meeting | Meeting with County and FDOT representatives to discuss Rail Quiet Zones in the City of Lake Mary. |
| Tom | 7/8/16 | Business Data/Analysis Request | Interview with reporter regarding the new Uber Program. |
| Tom | 7/13/16 | Existing Business Assistance | Development Review meeting with Crescent Property representatives and their consultant team. |
| Tom | 7/14/16 | Existing Business Assistance | Development Review meeting to discuss new project on the Verizon outparcel located on International Parkway. |
| Tom | 7/20/16 | Existing Business Outreach | Meeting with new software company TownCloud to discuss development of a dashboard report for the City of Lake Mary. |
| Tom | 7/21/16 | Partner Meeting | Municipal Economic Developer Organization (MEDO) meeting hosted by Sanford. |
| Tom | 7/22/16 | Partner Meeting | Attended ribbon cutting for new Deltona Emergency Room Center. |
| Tom | 7/25/16 | Prospect Visits | Met with start-up company interested in locating an artisan bakery in downtown Lake Mary. |
| Tom | 7/28/16 | New Active Project Leads | Coordination and communication regarding the new Florida Blue Call Center being located in Lake Mary. This includes the jobs announcement ceremony held on July 28. This project will result in 180 new full time jobs occupying 30,000+ square feet of space at 701 International Parkway. |
| Tom | 7/29/16 | Partner Meeting | Regular meeting of local economic developers. |
| Tom | Ongoing | New Active Project Leads | Various communication regarding new active project called 'Project Silver Queen'. |
| Tom | Ongoing | Existing Business Outreach | Various outreach visits to distribute Uber Program flyers. Outreach to approximately 30 local businesses including all hotels, many downtown merchants, and apartment communities. |



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



Monthly Report July 2016

Administration and Emergency Operations

Responses from our emergency operations personnel for the month of July 2016 were as follows:

Emergency medical service (EMS) calls – 380
Total number of those patients transported to area hospitals – 133
Out of those patients transported, 50 were sent to Lake Mary Emergency Room.
Fire Related/Non-EMS calls – 196
Total responses – 576

Of those responses, 334 were within the City while 242 occurred in outside jurisdictions.

Personnel also participated in 407 hours of EMS and fire related training.

Activities included –

Interviews were conducted to hire a new firefighter.

Specifications are being finalized for purchase of a new rescue vehicle in October of 2016.

Plans are being finalized for the 9/11 ceremony and the awards banquet to be held on August 19th.

Imagetrend information management system has been put into place and as a result, data collection and dissemination about fire department responses has greatly improved.

Preparations to place Crewsense personnel scheduling and records management system is being completed. We anticipate it will be in service September of this year.

Meetings attended –

County Fire Chiefs Meeting – Frank Cornier
Operations Chiefs Meeting – Joe Landreville
EMS Officers Meeting – Scott Berner
Training Chiefs Meeting – Toby Palmer

Fire Prevention

Fire inspectors conducted 155 combined inspections and 71 plan reviews.

Activities included –

- Conducted shift meetings to review new forms and reinforce company inspection practices
- Coordinated/worked on the Florida Fire Sprinkler Coalition Statewide Educational campaign
- Conducted fire alarm/site tests with UL representative at two locations.
- Site visits for several projects and compliance issues including fire alarm, access control, gates and addressing problems at several locations
- Continued working on data entry for Mobil Eyes program, spreadsheets for violations, various entry fields and inspection entries.

Meetings attended –

Planning meeting for Open House preparations

Public Education budget meeting to discuss items needed for remainder of budget year, Fire Prevention Week and Open House.

Staff, Elder Affairs, DRC, First Step, TRIAD, Safe Kids, National Night Out, CFFMA, City staff, and contractor/project meetings.

Met with Florida Hospital for follow-up on safety planning/inspection procedures for new ER

Met with Seminole County for Hands Only CPR and World Heart Day

Met with Orange County regarding Habitat for Humanity sprinkler project

Attended/presented at the Joint Statewide AFSA/FFSA Board of Directors meeting

Classes/Training Completed/Attended –

Central Florida Fire Marshal's Meeting/Class – 1.5 hours

Public Education Events –

Sears Health and Wellness Fair – Lake Emma – 4 hours/80 participants
Child Safety Seat Installations – 1 installed – 1 hour and 2 participants total
911 tests – 3 conducted
CPR/AED/First Aid Training – 5 classes, 5 hours and 5 participants total
CPR Hands Only Event – Greenwood Lakes Middle – (assisted county) – 1.5
hours and 40 kids participated
Fire Safety Talk/PR – Xtreme Youth Sports – Skyline Drive - 1.5 hours and 50
participants
Birthday Party Visit – Wagon Wheel Way – 2 hours – 15 kids
Fire Drill – Greenwood Blvd – 1 hour – 130 persons participated
Compassion Project – St. Peter's Church – 3 hours – 120 kids participated



CITY MANAGER'S REPORT

DATE: August 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: July Monthly Report

| BUILDING PERMITS ISSUED | | | | | BUILDING PERMIT VALUATIONS | | | |
|--------------------------------|---------------|-------------|---------------|-------------|-----------------------------------|----------------------|---------------------|----------------------|
| ACTIVITY - PERMIT TYPE | Jul-16 | YTD | Jul-15 | YTD | Jul-16 | YTD | Jul-15 | YTD |
| COMMERCIAL - NEW | 1 | 27 | 1 | 2 | \$ 422,800 | \$ 10,947,000 | \$ 402,000 | \$ 1,434,000 |
| COMMERCIAL - ALTERATION | 10 | 106 | 16 | 83 | \$ 1,060,558 | \$ 16,911,595 | \$ 760,007 | \$ 5,807,286 |
| RESIDENTIAL - NEW | 20 | 117 | 12 | 31 | \$ 3,386,790 | \$ 26,657,962 | \$ 2,638,800 | \$ 2,638,800 |
| RESIDENTIAL - ALTERATION | 15 | 140 | 11 | 87 | \$ 205,353 | \$ 2,487,557 | \$ 265,393 | \$ 503,757 |
| ELECTRICAL - NEW/ALTERATION | 32 | 290 | 32 | 175 | \$ 317,905 | \$ 8,178,265 | \$ 272,000 | \$ 2,353,746 |
| ELECTRICAL - TEMP/PREPOWER | 5 | 111 | 3 | 49 | \$ 1,250 | \$ 18,819 | \$ 300 | \$ 349,100 |
| MECHANICAL - NEW/ALTERATION | 45 | 324 | 34 | 175 | \$ 566,808 | \$ 1,595,998 | \$ 324,120 | \$ 9,238,385 |
| PLUMBING - NEW/ALTERATION | 14 | 253 | 18 | 109 | \$ 53,528 | \$ 1,811,102 | \$ 112,838 | \$ 849,584 |
| ROOFING - TILE, METAL & FLAT | 6 | 81 | 8 | 18 | \$ 95,234 | \$ 1,244,968 | \$ 55,391 | \$ 443,108 |
| RE-ROOFING | 29 | 448 | 70 | 251 | \$ 359,380 | \$ 7,334,630 | \$ 939,919 | \$ 6,181,531 |
| SWIMMING POOL | 3 | 10 | 2 | 10 | \$ 105,365.00 | \$ 476,203.00 | \$ 36,300.00 | \$ 461,520.00 |
| SCREEN ENCLOSURE | 1 | 13 | 1 | 9 | \$ 9,450 | \$ 102,745 | \$ 10,070 | \$ 77,414 |
| FENCE | 9 | 62 | 10 | 52 | \$ 42,286 | \$ 246,294 | \$ 33,143 | \$ 173,828 |
| SIGN | 4 | 53 | 7 | 37 | \$ 34,476 | \$ 416,388 | \$ 5,815 | \$ 181,448 |
| FOUNDATION ONLY | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - |
| DEMOLITION | 0 | 6 | 0 | 5 | \$ - | \$ 29,061 | \$ - | \$ 43,700 |
| TOTALS | 194 | 2041 | 225 | 1093 | \$ 6,661,183 | \$ 78,458,587 | \$ 5,856,096 | \$ 30,737,207 |

| BUILDING INSPECTIONS PERFORMED | | | | |
|---------------------------------------|---------------|-------------|---------------|-------------|
| TYPE | Jul-16 | YTD | Jul-15 | YTD |
| BUILDING | 283 | 2087 | 289 | 1597 |
| ELECTRICAL | 123 | 635 | 89 | 564 |
| MECHANICAL | 73 | 381 | 53 | 268 |
| PLUMBING | 75 | 452 | 67 | 351 |
| TOTALS | 554 | 3555 | 498 | 2780 |

MAJOR PROJECTS

1. Central Parc
3. Fountain Parke
4. Twelve Oaks
5. Crystal Reserve
6. Waterside



MEMORANDUM

DATE: August 18, 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: July 2016 Planning and Development Activity

FY2015-2016 WORKLOAD DATA

| | FY2015 | | FY2016 | |
|---|--------|-----------|--------|-----------|
| | JULY | Total YTD | JULY | Total YTD |
| Land Use Amendments | 0 | 1 | 0 | 4 |
| Rezoning | 0 | 7 | 1 | 5 |
| Conditional Use | 0 | 2 | 0 | 4 |
| Subdivisions/Plat | 0 | 5 | 0 | 10 |
| Site Plans | 1 | 9 | 0 | 9 |
| Variances | 0 | 1 | 0 | 0 |
| Vacates | 0 | 1 | 0 | 0 |
| Annexations | 0 | 0 | 0 | 0 |
| Neighborhood Beautification Grants | 0 | 4 | 0 | 1 |
| DRI Development Agreement & Amendments | 0 | 0 | 0 | 0 |
| PUD Development Agreement & Amendments | 0 | 0 | 1 | 3 |
| Development Agreements, New | 0 | 0 | 0 | 0 |
| DRC Reviews | 1 | 6 | 2 | 13 |
| Home Occupation Review | 6 | 42 | 7 | 31 |
| Business License Review | 26 | 144 | 24 | 250 |
| Arbor Permits (non-development related) | 16 | 152 | 26 | 175 |
| Zoning Verification Letters | 0 | 4 | 2 | 19 |
| Site Permits Issued | 1 | 8 | 2 | 9 |
| Building Permits Review | 32 | 339 | 50 | 501 |
| MISC Files | N/A | N/A | 2 | 2 |

Significant Meetings & Issues

- July 1 - Uber Kickoff
- July 5 - Shirley Smith Meeting
- July 6 - Dwell Lake Nona Site Visit
- July 7 - First Step: 5th St. Daycare
- July 8 - First Step: Vacant Parcel West of CFE Credit Union; Park Impact Fee Meeting
- July 11 - Crystal Reserve Lot 10 Landscape Site Review
- July 13 - DRC: New Century Town Center. Planet Obstacle Meeting
- July 14 - DRC: Park Lane Place
- July 15 - J. Erikson Site Inspection
- July 18 - Pre Con: Ladybird Academy
- July 25 - Post Trip Status Meetings
- July 27 - UCF Masters in Planning Advisory Board Meeting
- July 28 - Wallace Build Out Meeting, 634 S. Country Club Rd. Meeting
- July 29 - Pre Con: The Oaks Phase 3

Current Projects In Review

- 2016-SP-05 Park Lane Place
- Montes Wall Waiver
- Oaks Noise Waiver
- St. Peter's PUD Amendment
- 2014-SP-02 Station Pointe
- Anderson Lane Comp Plan Amendment & Pre PUD
- 2016-SP-04 2016-CU-01 Ladybird Academy Expansion
- 2016-RZ-05, 2016-LU-01/02 New Century Town Center
- 2016-RZ-02/03 2016-PSP-04 Waterside II
- 2015-SP-02 Lake Emma Properties Additional Parking
- 2015-SP-05 Oaks Retention Pond Site Plan
- 2015-SP-06 TGIFriday Redevelopment SP
- 2015-SP-04 Focus Performing Arts Dance Studio (SP)
- 2016-SP-03 Lake Mary Parcel I Parking Lot
- 17/92 CRA Project
- Bike/Ped Master Plan
- 2015-MISC-01 Downtown Master Plan Update
- 2013-SP-08 Central Pk Place Ph2 (Shaw)
- Downtown Traffic Study Implementation Plan

Current Projects Under Construction

Fountain Park

Central Park PH 2/3

Waterside I

Crystal Reserve/16 Homes

Twelve Oaks

Shaw 138 W Crystal Lake Ave

Tower Realty Landscaping

Goldberg back of Feather Edge

Sand Hill Cove

680 Century Point Office Building

1001 Heathrow Parking Garage

Williston Park Lot 2

Focus Performing Arts Studio

Oaks Retention Pond

Human Resources

July 2016 Report

| Employment | 07/16 | YTD | 07/15 | YTD |
|---|--------------|------------|--------------|------------|
| Applications received/acknowledged | 84 | 762 | 92 | 640 |
| New Hire Orientations | 1 | 36 | 2 | 29 |
| Resignations/Terminations | 8 | 35 | 3 | 19 |
| Current Vacancies (FT/PT Employment Opportunities) | 9 | 74 | 10 | 70 |
| Positions filled in house | 3 | 9 | 0 | 3 |
| Positions filled outside | 1 | 36 | 2 | 29 |
| Surveys Conducted/Completed | 14 | 131 | | 116 |
| Employee Evaluations | 11 | 162 | 13 | 156 |
| Employee Verifications | 4 | 44 | | 48 |
| Personnel Actions Initiated | 48 | 360 | 38 | 333 |
| Grievances Filed | 0 | 0 | 0 | 2 |
| Employee Insurance Assistance | 5 | 142 | 32 | 102 |
| Current Full Time Employees | 182 | | 177 | |
| Current Part Time Employees | 21 | | 21 | |
| Special Projects | | | | |
| Personnel Policy Manual | | | | |
| | | | | |
| | | | | |
| Insurance | 07/16 | YTD | 07/15 | YTD |
| On the Job Injuries - Medical Attention Required | 2 | 18 | 0 | 7 |
| On the Job Injuries - No Medical Attention Required | 1 | 4 | 0 | 1 |
| | | | | |
| City Vehicle Accidents Reported - Under \$500 | 0 | 3 | 0 | 4 |
| City Vehicle Accidents Reported - Over \$500 | 1 | 6 | 0 | 5 |
| | | | | |
| Loss/Damage Reports - Under \$500 | 1 | 15 | 3 | 14 |
| Loss/Damage Reports - Over \$500 | 0 | 1 | 1 | 8 |
| | | | | |
| 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 | 4 | 0 | 0 |
| | | | | |
| Special Hearings/Mediations | 0 | 0 | 0 | 0 |

PUBLIC WORKS UPDATE

July 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. approved by Commission on 6/16/16.
3. Emma Oaks Trail sidewalk awarded by Commission on 7/28/16.
4. Milling and paving projects are complete.
5. 17-92 CRA Streetscape in design.

Water Treatment – 434

1. 12-month average daily water demand 3.14 million gallons (6% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.02, plant capacity 9.99 MGD. Rainfall four inches above average year to date.
2. New high service pump variable frequency drives to be completed in August.

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.

| | Jul-16 | FYTD | Jul-15 | FYTD |
|---|--------|-------|--------|-------|
| Work Orders Completed | 34 | 347 | 38 | 275 |
| Sidewalks Repaired (Feet) | 88 | 619 | 20 | 996 |
| Street Signs Installed | 10 | 98 | 10 | 131 |
| Streets Paved (Miles) | 0 | 8.75 | 0 | 2 |
| Paved Streets Maintained (Asphalt - Tons) | 4.50 | 34.50 | 6.50 | 39 |
| Millions Gallons Treated | 113 | 972 | 100 | 955 |
| New Water Meters Installed | 6 | 33 | 1 | 19 |
| Waterlines Installed (Feet) | 0 | 0 | 0 | 100 |
| Waterline Breaks Repaired | 25 | 175 | 16 | 168 |
| Meters Exchanged | 26 | 243 | 13 | 334 |
| Turn-On/Turn-Off (Customer Request) | 163 | 1,236 | 187 | 1,353 |
| Turn-Offs/Non-Payment | 26 | 252 | 29 | 229 |
| Water System Dist. Valves Exercised | 0 | 73 | 30 | 195 |
| Vehicle Preventative Maint. Inspections | 52 | 494 | 50 | 497 |
| Vehicles/Equipment Serviced | 81 | 869 | 85 | 881 |



Lake Mary Police Department

MONTHLY REPORT - JULY 2016

| | FY 2016 JULY | FY 2016 YTD | FY 2015 JULY | FY 2015 YTD |
|------------------------------------|-----------------|----------------|-----------------|----------------|
| Monthly Call Volume | 7,895 | 65,381 | 5,601 | 50,267 |
| Response Times (in minutes) | | | | |
| Priority 1 | 4.19 | | 2.81 | |
| Priority 2 | 3.78 | | 4.25 | |
| Priority 3 | 8.1 | | 6.18 | |

UCR Crimes

| | | | | |
|------------------------------|----|-----|----|-----|
| Murders | 0 | 0 | 0 | 0 |
| Sex Offenses, Forcible | 1 | 3 | 1 | 6 |
| Robbery | 1 | 1 | 1 | 7 |
| Assault/Battery | 13 | 99 | 12 | 97 |
| Burglary | 6 | 40 | 24 | 71 |
| Theft, all other | 43 | 179 | 12 | 142 |
| Motor Vehicle Theft | 2 | 8 | 0 | 10 |
| Theft of Motor Vehicle Parts | 3 | 11 | 1 | 7 |
| Arson | 0 | 0 | 0 | 0 |
| D.U.I. | 5 | 18 | 0 | 23 |

Total Arrests

| | | | | |
|-----------|----|-----|----|-----|
| Adults | 31 | 413 | 46 | 348 |
| Juveniles | 5 | 23 | 4 | 23 |

Traffic Calls

| | | | | |
|-------------------------------------|-----|-------|-----|-------|
| Crashes | 55 | 604 | 34 | 560 |
| Criminal Citations | 9 | 168 | 14 | 122 |
| Citations- non criminal | 285 | 3,028 | 297 | 2,260 |
| Parking citations | 5 | 21 | 6 | 70 |
| K9 Deployments | 10 | 144 | 14 | 129 |
| Agency Assist; outside Jurisdiction | 50 | 496 | 48 | 479 |

Alarms

| | | | | |
|-------------|-----|-------|-----|-----|
| Total | 123 | 1,106 | 121 | 996 |
| Business | 82 | 670 | 64 | 541 |
| Residential | 41 | 436 | 57 | 455 |

Total Responses to City Ordinance Violations

| | | | | |
|--|----|-----|----|-----|
| | 69 | 304 | 26 | 261 |
|--|----|-----|----|-----|



Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

Both the Traffic Unit and K-9 Division gave demonstrations at the following:

FL Blue
Royal Academy
Heathrow Mom's Club

Criminal Investigations Division

13 cases routed to Economic Crimes Unit.

Arrest made on Larceny case involving approximately \$25K of jewelry taken and pawned.

Two Arrests made on Vehicle Burglary case; stolen wallet found when several suspects were taken into custody.

49 vehicles burglarized in the City; 28 cases being worked by CID; majority involved unlocked vehicles.

CID present for Volusia, Lake, and Seminole County Intel Meetings (SCIM); also represented LMPD at the Safehouse Board, Multi-Disciplinary Team (MDT), and Human Trafficking Mtgs. Captain Biles and Chief Bracknell attended the 2016 FBINA Florida Re-trainer Conference.

Community Relations Division

Received multiple responses from citizens and businesses showing support and appreciation of police in light of recent tragedies.

Heathrow Mom's Club donated snacks to show police appreciation - motors attended and gave demo.

Meeting for National Night Out with status update.

LMPD planning presentation "It's Time to be a Parent Again".

Hosted table at Sears' Health and Wellness Fair, speaking to several of their employees.

Royal Academy - Showcased PD and Community Service, Motors Unit gave demo for children.

Provided a K9 demo for FL Blue's Bring your Child to Work Day.

Gave a PD tour for Martial Arts kid's group, discussed/distributed material on safety/respect.

Represented the PD at HOA meetings for the Hills of Lake Mary and The Reserve.

Met with new owners of Lake Mary Arts and Fitness to discuss business/community goals.

Designed and ordered Burglary Prevention door hangers.

Designed a S.A.F.E. flyer and advertisement for this self-defense class.

Disseminated flyers/boxes for school supply drive.

Met with VP of Fifth Third Bank to discuss opportunities for more community involvement.

Attended meetings with various organizations: TRIAD, Central Florida Crime Prevention, and Champions Ride for Charities; along with meetings with several businesses to discuss initiatives and events.

Held planning meetings with Orlando Orthopedic Foundation and Lake Emma Animal Hospital, and SEED for upcoming events.

Performed two car seat checks.

Attended training sessions in Community Partnerships and the 4A's for Survival of Active Shooter.

Worked with a resident of the Forest to solve neighborhood issues.

Communications Division

ECO Dee Hillery was promoted to Communications Center Supervisor.

PD 2nd Quarter Awards were received:

Chief's Commendation - ECO's Dana Theisen and Dee Hillery for "quick action responding to an aggravated battery and burglary call and the apprehension and investigation of the suspect".

Certificates of Appreciation were received by ECO's Dana Theisen and Carlette Sanders for their "quick actions, teamwork and dedication in responding and locating a missing elderly female who suffers from Alzheimer's Disease".

ECO Brittany "Breezy" Standley went from part-time to full-time ECO.

Records and Evidence Division

As part of a department reorganization, Trina Burkholder moved to Sr. Records Specialist position and Ashley Greenhut moved to Records Administrator.

Ashley Greenhut and Yarimar Woods attended the 2016 CJIS Annual Training Symposium.