



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, DECEMBER 01, 2016 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes:**
 - A. November 3, 2016**
 - B. November 17, 2016 - Strategic Workshop**
- 6. Oath of Office**
 - A. Mayor David J. Mealor**
 - B. Commissioner Gary L. Brender, Seat 1**
 - C. Commissioner Sidney C. Miller, Seat 3**

7. Special Presentations

A. Citizen Lifesaving Awards - Dianne Piercy, Debra Shrock, and Nicole Rinto

B. Medal of Valor - Officer Harold Langworthy

8. 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.

9. Unfinished Business

10. New Business

A. Ordinance No. 1555 - Imposing a Moratorium on Medical Cannabis Activities - First Reading (Public Hearing) (John Omana, Community Development Director) (Legislative)

B. Release of Maintenance Bond for Pine Tree Terrace (Steve Noto, City Planner)

C. Release of Maintenance Bond for Waterside (Steve Noto, City Planner)

D. City of Sanford and City of Lake Mary Sewage Capacity Agreement (Dianne Holloway, Finance Director)

E. Ordinance No. 1556 - Amending the City of Lake Mary Firefighters' Retirement System - First Reading (Public Hearing) (Dianne Holloway, Finance Director)

11. Other Items for Commission Action

12. City Manager's Report

A. Items for Approval

a. Senior Center Interior Renovation Contract

b. Mutual Aid Agreement with Orange County Sheriff's Office

c. Bus Stop and Shelter Removal

d. Surplus of Turnout Gear

B. Items for Information

a. None

C. Announcements

13. Mayor and Commissioners Report - 3

14. City Attorney's Report

15. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: December 15, 2016

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held November 3,
2 2016, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,
3 Lake Mary, Florida.

4
5 1. Call to Order

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

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 4. Roll Call

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

Jackie Sova, City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Dev. Dir.
Steve Noto, City Planner
Krystal Clem, Senior Planner
Bryan Nipe, Parks & Recreation Dir.
Bruce Paster, Public Works Director
Tom Tomerlin, Economic Dev. Dir.
Steve Bracknell, Police Chief
Frank Comier, Fire Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk

20
21
22
23
24
25
26
27
28
29 5. Approval of Minutes: October 20, 2016

30
31 **Motion was made by Commissioner Lucarelli to approve the minutes of the**
32 **October 20, 2016, City Commission meeting, seconded by Commissioner Brender**
33 **and motion carried unanimously.**

34
35 6. Special Presentations

36
37 A. City Employees of the 3rd Quarter – Seth Clayton & Ruben Morales

38
39 Ms. Sova said we are here tonight to recognize Seth and Ruben for completing their
40 backflow testing licenses. That is in addition to their regular duties. It is something
41 these fellas stepped up to do. We have about 46 backflow preventers in the City that
42 used to have to be tested by an independent contractor but now we can test those
43 ourselves. The licenses these two have obtained will save us about \$2,500 a year and
44 going forward that will grow. We appreciate their efforts. Ms. Sova presented
45 certificates to Seth Clayton and Ruben Morales.

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

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

10
11 8. Unfinished Business

12
13 A. Ordinance No. 1550 – Amending Chapter 92 of the Code of Ordinances
14 entitled “Parks and Playgrounds”, amending fees charged for the use of the
15 facilities and programs – Second Reading (Bryan Nipe, Parks & Recreation
16 Director)
17

18 The City Attorney read Ordinance No. 1550 by title only on second reading.

19
20 Mr. Nipe said staff had no further comments.

21
22 Deputy Mayor Duryea said he assumed nothing has changed since first reading.

23
24 Mr. Nipe said nothing has changed.

25
26 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1550. No
27 one came forward and the public hearing was closed.
28

29 **Motion was made by Commissioner Brender to approve Ordinance No. 1550 on**
30 **second reading, seconded by Commissioner Lucarelli and motion carried by roll-**
31 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
32 **Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**
33

34 B. Ordinance No. 1551 – Amending Purchasing Policy – Second Reading
35 (Dianne Holloway, Finance Director)
36

37 The City Attorney read Ordinance No. 1551 by title only on second reading.

38
39 Mr. Holloway said we have two slight changes from the last reading. One is to correct a
40 misspelling in the Purpose section (31.01 (A)). The second one is on the definition of
41 “competitive solicitation”. We had that we would go for two or more bids but sometimes
42 we don’t get two. We made it a competitive bid that if we get one and it’s what we need
43 we will go for it.
44

45 Mayor Mealor asked the City Attorney if everything okay on her end.
46

1 Ms. Reischmann answered affirmatively.

2
3 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1551. No
4 one came forward and the public hearing was closed.

5
6 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1551 on**
7 **second reading, seconded by Commissioner Brender and motion carried by roll-**
8 **call vote: Deputy Mayor Duryea, Yes; Commissioner Lucarelli, Yes;**
9 **Commissioner Brender, Yes; Mayor Mealor, Yes.**

10
11 C. Ordinance No. 1553 – Request from Lake Mary Florida Congregation of
12 Jehovah’s Witnesses to annex property located at 821 North Country Club
13 Road – Second Reading (Public Hearing) (Steve Noto, City Planner)

14
15 The City Attorney read Ordinance No. 1553 by title only on second reading.

16
17 Mr. Noto stated staff had no additional comments.

18
19 Commissioner Brender asked how far the water line went north of Country Club.

20
21 Mr. Paster said when the Kingdom Hall came in and we provided them water they were
22 the only lot that was being served outside the city limits. At the time they agreed to be
23 annexed in at any time we requested. Mr. Walker’s property is one lot north and we will
24 extend the water line to his lot.

25
26 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1553. No
27 one came forward and the public hearing was closed.

28
29 **Motion was made by Commissioner Brender to approve Ordinance No.1553 on**
30 **second reading, seconded by Commissioner Lucarelli and motion carried by roll-**
31 **call vote: Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Deputy**
32 **Mayor Duryea, Yes; Mayor Mealor, Yes.**

33
34 D. Ordinance No. 1554 – Request from Jason Walker to annex property located
35 at 845 North Country Club Road – Second Reading (Public Hearing) (Steve
36 Noto, City Planner)

37
38 The City Attorney read Ordinance No. 1554 by title only on second reading.

39
40 Mr. Noto stated staff had no additional comments.

41
42 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1554. No
43 one came forward and the public hearing was closed.

44
45 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1554 on**
46 **second reading, seconded by Commissioner Brender and motion carried by roll-**

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

3
4 Mayor Mealor welcomed the representatives of our Forest community. The Forest
5 liaisons are with us tonight and it is always a joy to have them.

6
7 9. New Business

- 8
9 A. Approval of the Interlocal Funding Agreement between Seminole County
10 and the City of Lake Mary addressing a Jobs Growth Incentive for Deloitte
11 Consulting, LLP, for the creation of 850 new jobs within the City (Tom
12 Tomerlin, Economic Development Director

13
14 Dr. Tomerlin said this item considers City participation and a Jobs Growth Incentive, or
15 JGI for short, for Deloitte Consulting, LLP. City participation in the JGI is outlined in an
16 interlocal agreement and is what's before the Commission this evening. He introduced
17 Craig Gaw, Senior Tax Manager with Deloitte, based in Seattle; Casey Barnes, Vice
18 President with Orlando EDC; and Pamela Lynch with Seminole County Economic
19 Development.

20
21 Dr. Tomerlin said the JGI is locally administered by Seminole County in partnership with
22 the seven cities within the County. Typically the JGI incentives are paid up front with a
23 surety instrument in place. However, this particular JGI is written as a performance
24 grant. As such he addressed some unique features of this JGI grant. (1) This JGI
25 agreement requires that the jobs be created first. (2) This JGI agreement requires that
26 newly created jobs be vested for two years before payment. (3) The per-job award is
27 lower than what is typical. Typically when the County partners with the City, they start
28 at \$2,000 per job. For Deloitte Consulting, the Phase 1 payment was based on \$1,700
29 per job, split evenly between us and the County. The Phase 2 agreement is for \$1,200
30 per job. The Phase 2 agreement is what we are considering this evening.

31
32 Dr. Tomerlin said other features of this agreement include detailed monitoring activity in
33 advance of any kind of payout. There will be no overlap of payment between the Phase
34 1 and the Phase 2 incentive. The first payment of this incentive is not estimated to
35 commence until Fiscal Year 2020/21.

36
37 Dr. Tomerlin said Deloitte Consulting has successfully ramped up their U.S. Technology
38 Delivery Center in Lake Mary and are currently right at their goal of 1,000 new jobs.
39 This incentive addresses continued growth of their Lake Mary Tech Delivery Center at a
40 location that is directly adjacent to their current facility at 901 International Parkway.
41 Deloitte Consulting is hiring primarily computer science talent in Lake Mary and their
42 Lake Mary team works on a host of IT, software, and computer science projects for
43 clients throughout the United State. Deloitte Consulting hires approximately 22,000
44 people across the United States. One characteristic of the work that they do in their
45 Lake Mary facility is the need to keep some IT consulting projects sourced within the
46 USA borders—for instance Department of Defense, DOD type projects.

1
2 Dr. Tomerlin said the new job creation is 850 new jobs. That is on top of the 1,000 jobs
3 that were created under Phase 1. He explained he was using Phase 1 and Phase 2 for
4 lack of a better way to distinguish these two. The average annual wage is \$70,056.
5 That is 160%+ of the County average. The capital investment associated with this
6 project is approximately \$24.6 million. That \$24.6 is separate from the capital
7 investment associated with their Phase 1 activity. Once fully staffed, Deloitte will
8 become one of the County's largest single site private sector employers with 1,850 high-
9 paying jobs. Lake Mary is being asked to be an equal funding partner with the County.
10 The total incentive is equal to \$1,020,000. That is 850 new jobs times the \$1,200 per
11 job mentioned before. The City's share will be \$510,000, which is 50% of the total
12 incentive. This award will be paid out over a three-year period estimated to begin in
13 Fiscal Year 2020/21. These dollar amounts have been projected into the budget
14 forecast. The Board of County Commissioners will consider equal participation at their
15 meeting scheduled for November 15th.

16
17 Dr. Tomerlin said he was seeking approval and execution of the interlocal agreement
18 with Seminole County which addresses the City's participation in this JGI award for
19 Deloitte Consulting, LLP. He said he and the team would address any questions.

20
21 Mayor Mealar said tomorrow Dr. Tomerlin was doing a presentation to Leadership
22 Seminole on economic development. One of the things he found fascinating was a new
23 Gallup study that found that right now one of the most desirable aspects are for people
24 to have a good paying job and simultaneously the opportunity for their children to have
25 a very good job in the future. What this is doing is helping to create that type of job
26 center.

27
28 **Motion was made by Commissioner Brender to approve the Interlocal Funding**
29 **Agreement between Seminole County and the City of Lake Mary addressing a**
30 **Jobs Growth Incentive for Deloitte Consulting, LLP in the amount of \$510,000**
31 **(representing 50% of the total award) and authorize the Mayor to execute,**
32 **seconded by Commissioner Lucarelli and motion carried by roll-call vote: Deputy**
33 **Mayor Duryea, Yes; Commissioner Lucarelli, Yes; Commissioner Brender, Yes;**
34 **Mayor Mealar, Yes.**

35
36 Mayor Mealar thanked the people from the EDC and Deloitte. We thank them for their
37 investment in this community and look forward to working with them.

- 38
39 B. Conditional Use for a private and retail recreational facility, Planet
40 Obstacle, located at 1150 Emma Oaks Trail; Andrei Roublev, applicant
41 (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)

42
43 Mr. Omana said he would like to open up with some basic facts about the project. It is a
44 very unique use. This is a 16.9 acre site that is already developed. It was approved in
45 1999 as a 120,000 square foot office and warehouse facility with 190 parking spaces.
46 The applicant and his business partners want to occupy approximately 44,000 square

1 feet of that building for purposes of a private and retail recreation facility known as
2 Planet Obstacle. The way our code is structured, that is a conditional use and is why
3 we are before the Commission this evening.
4

5 Mr. Omana said the applicant, Andrei Roublev, and his business partners Mr. Yuri
6 Maiorov and Ms. Natalia Bashetova have all been leap performing members of the
7 Cirque de Soleil program. As a result, all three have performed thousands of shows at
8 the Walt Disney World Resort in the show La Nouba. In addition, Mr. Roublev and Mr.
9 Maiorov were members of the National Russian Gymnast Team in the Moscow Circus.
10 Ms. Bashetova is a former prima ballerina of the Bolshoi Ballet in Moscow and also the
11 New York City Ballet. She was also a performer in the Cirque de Soleil show in Las
12 Vegas. They have quite a bit of experience in this type of recreational facility.
13

14 Mr. Omana said the proposed hours of operation would be Monday through Friday from
15 3:00 P.M. to 9:00 P.M. He noted that prior to 5:00 P.M. the facility would only be
16 operating as an office. Saturday from 10:00 A.M. to 11:00 P.M. and Sunday from 10:00
17 A.M. to 8:00 P.M. During school breaks there would be a 15-week camp offering.
18 There will be 14 staff members and the applicant is projecting 123 guests per day.
19

20 Mr. Omana showed an aerial of the site on the overhead projector and pointed out the
21 sector where they would be locating. He said Mr. Noto would get into the conditional
22 use findings of fact analysis and staff's recommendation. He noted the applicant was
23 present for any questions the Commission may have.
24

25 Mr. Noto said the applicants are world class performers and gymnasts and we are
26 excited about what they are going to bring to this sector of the City. Some of the input
27 that John provided—hours of operation, the days of the use—all combines into the
28 findings of fact that we review as part of every conditional use. We provided those
29 findings starting on Page 3 of the staff report. The first finding has to do with
30 compliance with the Comprehensive Plan. The zoning of M-1A is compliant with the
31 Comprehensive Plan. The future land use designation is IND Industrial. The
32 conditional use falls in line with what we review as part of that provision.
33

34 Mr. Noto said Provision No. 2 talks about ingress/egress to the site, acceptable parking,
35 flow of traffic, etc. When the site was first built in 1999, they provided 190 parking
36 spaces. Eventually they added 40 more spaces in the back so the site has 230 spaces.
37 When the business opens first in the day it will function as an office. When all the other
38 users of the building leave, that is when they will transition into the recreational facility.
39 We did a couple of site visits to see how parking was working. A vast majority of the
40 site was available. We expect that to open up more after 5:00 P.M. when families and
41 users of the site come in to use the facility.
42

43 Mr. Noto said Provisions 3, 4 and 5 are very straight forward in that we already have a
44 developed site so all the screening, utilities, and buffering provisions are met. All the
45 activity related to the business will be happening indoors so off site noise and things of

1 that nature shouldn't be an issue. We will have traffic and cars coming to the site but all
2 the activities related to the facility will happen indoors.

3
4 Mr. Noto said there is general compatibility with adjacent properties, Provision No. 6.
5 That zoning category has been approved and is compliant with the Comprehensive
6 Plan.

7
8 Mr. Noto said finding of fact No. 7 is that we find the request to operate a private and
9 retail recreational facility in the M-1A Office and Light Industrial zoning district located at
10 1150 Emma Oaks Trail does not adversely affect the public interest and is a reasonable
11 request based on the aforementioned findings of fact. We are recommending approval.

12
13 Mr. Noto showed a video given by the applicant of a similar business in the state.

14
15 Mr. Noto said we have outlined similar conditional use requests. We have had a
16 number of private retail facilities going in the M-1A district that have been approved.

17
18 Mr. Noto said the Planning & Zoning Board heard this item at their regular September
19 13, 2016, meeting and unanimously recommended approval 5 – 0. He noted the
20 applicants were present.

21
22 Commissioner Brender said when he saw this his first and only thought was the parking.
23 He said Mr. Noto has been to the site and believes it will work. One of his concerns
24 was the parking is so spread out. You are going to have 120 people showing up.
25 Parking is like water downhill. They want to be close. He wasn't sure they want to park
26 at the end of a 400-foot long building for the parking space. We are going to have to
27 monitor this to make sure we can maintain some sense in how people actually park
28 when they get there. It looks like a fascinating idea.

29
30 Mayor Mealor asked if anyone wanted to speak in reference to this conditional use. No
31 one came forward and the public hearing was closed.

32
33 Mayor Mealor announced he drove out and looked at the site prior to the meeting.

34
35 **Motion was made by Commissioner Lucarelli to approve the conditional use for**
36 **Planet Obstacle, seconded by Commissioner Brender and motion carried by roll-**
37 **call vote: Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Deputy**
38 **Mayor Duryea, Yes; Mayor Mealor, Yes.**

39
40 Mayor Mealor thanked the applicant for his investment in the community.

- 41
42 C. Site Plan approval to construct 4,999 square feet of commercial space at
43 187 East Crystal Lake Avenue, Station Pointe; Chris Mahnken, applicant
44 (Public Hearing) (Steve Noto, City Planner)
45

1 Mr. Noto showed an aerial of the existing site on the overhead. There is a building on
2 the property right now about 4,500 square feet in size on a property that was platted in
3 1920 as part of the Crystal Lake Winter Homes subdivision. We have been working
4 with Mr. Mahnken on this project for several years and we are at the point where
5 construction redevelopment is imminent. We are excited to bring this to the Commission
6 this evening.

7
8 Mr. Noto said the project is a 4,999 square foot building. One of the questions we
9 received at P&Z was why not 5,000. Five thousand square feet is when you have to
10 provide fire sprinklers. There is a trend where you provide a few square feet less than
11 5,000 you are able to meet all the codes without providing fire sprinklers.

12
13 Mr. Noto said in 2009 the applicant processed a rezoning from C-1 General Commercial
14 to Downtown Centre and the site currently has the Downtown Development District land
15 use.

16
17 Mr. Noto showed Sheet C-4 on the overhead. It is an overview of the site plan as
18 proposed by the applicant. The existing structure is going to be demolished back to the
19 metal framing and rebuilt. The parking lot will be rehabbed and new landscaping will be
20 installed. The most exciting part of this project is the pedestrian connection to the
21 SunRail platform. It took a long time to get that permitted. It is already out there now.
22 You can walk out and see the sidewalk connection. It's not complete because we have
23 to wait for this project approval to occur but you can see it on the plan at the bottom left
24 corner of the screen. That will provide a direct connection from the SunRail platform
25 onto this site and to the services that will be provided in the building. We look forward
26 to seeing folks at the donut shops, restaurants and things of that nature.

27
28 Mr. Noto said access to the site will be from East Crystal Lake Avenue. There is
29 currently two access points to the site. There is one on the west side that is going to be
30 closed up. That's because the site will have a pedestrian plaza surrounding. The
31 concept is that the west side of the building will have a restaurant with outdoor seating.
32 We are currently exploring the potential of turning that green space between Mr.
33 Mahnken's property and the police department into a small plaza area to create more of
34 an activity zone in that part of the City.

35
36 Mr. Noto said sabal palms are going to be provided along the northern perimeter of the
37 site to match the corridor plantings that were provided as part of the Station House
38 project. Additional landscaping will be planted adjacent to the SunRail platform as well
39 as the northeast corner of the site.

40
41 Mr. Noto said in 2013 the City adopted new parking code standards for the West Village
42 development area of the Downtown that removed any parking requirements for any
43 property that directly abuts the commuter rail platform which is what is before the
44 Commission this evening. There are already parking spaces on site. They are going to
45 rehab those parking spaces. We are currently working with the applicant and his
46 engineer to figure out the best layout for those spaces whether it be angled or straight

1 on. There are some conflict points we want to resolve and make sure there is proper
2 flow on the site. It will be a little different now that we have one access point. We will
3 continue working with him on that as we get into the site construction permit process.
4

5 Mr. Noto showed the conceptual elevation of the building on the overhead looking from
6 East Crystal Lake Avenue to the west.
7

8 Mr. Noto said the Planning & Zoning Board heard this item at their regular September
9 13, 2016, meeting and voted unanimously 5 – 0 to recommend approval.
10

11 Mr. Noto said staff finds the proposed site plan complies with the relevant sections of
12 the City of Lake Mary Code of Ordinances and Comp Plan and we recommend approval
13 with two conditions regarding the dumpster enclosure and the site construction permit
14 plan showing the irrigation details. He noted the applicant was present.
15

16 Commissioner Brender said this is one of those buildings that is going to be seen from
17 both sides so it needs to look good from the commuter rail side but also from the Crystal
18 Lake side. He asked how to ensure the architectural elevations all the way around.
19

20 Mr. Noto said this elevation you are looking west. We have one looking from the east
21 that is the same exact elevation. We haven't seen a rear elevation but the Commission
22 could condition the site plan that all of the elevations match the main front elevation.
23

24 Deputy Mayor Duryea said this is a lot different from the conceptual drawings we have
25 seen over the years. He asked if that was a function of the size of the property or what.
26

27 Mr. Noto said the size of the property and market conditions. Based on the location we
28 have looked at this as a four story and three story and it has varied over the years. It
29 boils down to the size of the property and the limitations, the lending availability from the
30 banks based on parking in the area. This is the best that can be done on the property.
31 There is the potential for future growth going vertical above the first floor. There will be
32 the opportunity to have a second, third or fourth floor in the future.
33

34 Commissioner Brender asked if the building would be constructed with the second story
35 in mind.
36

37 Mr. Chris Mahnken, applicant, answered from the audience not at this time.
38

39 Commissioner Brender said when you are dealing with the train station you want that
40 density and higher altitudes. He understood market conditions and is what you have to
41 deal with. If there is something the applicant can design into the building that makes it
42 easier to be able to do that at some point in the future then it would be something he
43 could support.
44

45 Commissioner Lucarelli said she liked it. It might not be what everybody expected but
46 you have to go with what the market demands. She knew Chris Mahnken does quality

1 work. Things may change ten years down the road but from what's there now this is
2 going to be a tremendous enhancement.

3
4 Mayor Mealor asked if anyone wanted to speak in reference to this site plan. No one
5 came forward and the public hearing was closed.

6
7 Mayor Mealor announced he had been on the site and looked around prior to this
8 meeting.

9
10 **Motion was made by Commissioner Lucarelli to approve the site plan for Station**
11 **Pointe with three conditions, seconded by Commissioner Brender and motion**
12 **carried unanimously.**

13
14 **CONDITIONS:**

- 15
16 **1. The dumpster enclosure shall be a minimum six foot tall masonry wall and**
17 **must be constructed of a permanent, low maintenance finish such as**
18 **patterned concrete, rock-salted concrete, split face or ribbed concrete,**
19 **stone, brick, or tile. Stucco and raw concrete are not acceptable finishes.**
20 **Gates necessary to access the refuse area shall be a minimum of six foot**
21 **high and may be constructed of wood.**
22 **2. The site construction permit plans shall show irrigation details, including**
23 **but not limited to stub outs, to all areas needing irrigation.**
24 **3. All elevations of the building shall match.**

- 25
26 D. Request for a Preliminary Planned Unit Development (PUD) for a 76-lot
27 single-family residential subdivision located at the southwest corner of
28 Rinehart Road and Anderson Lane; CPH, Inc., Javier E. Omana, applicant
29 (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)

30
31 Mr. Noto said the next item on the agenda is related and requested to present them
32 both at the same time. There were no objections from the Board.

33
34 The City Attorney read Ordinance No. 1552 by title only on first reading.

35
36 Mr. Noto showed an aerial of the project area related to the comprehensive plan. He
37 pointed out two properties referred to as the Galaxy parcels that are not part of the
38 comp plan amendment but are part of the preliminary PUD.

39
40 Mr. Noto said the preliminary PUD request is for a 76-lot single-family residential
41 subdivision located at the southwest corner of Rinehart Road and Anderson Lane. Two
42 years ago Mattamy Homes was before the Board for a comp plan amendment on less
43 land than what is shown here this evening for 81 townhomes. That request was denied.
44 We received direction at that time that if a project was to come forward in this general
45 area to ensure that it includes all of the properties in the general area to avoid creating
46 an enclave. What was a pleasant surprise with this request is that it included the two

1 Galaxy parcels. We felt that was very important in that it gave them access to the
2 existing traffic circle that is adjacent to Crystal Lake Elementary. They helped alleviate
3 a lot of the access problems that we ran into in the first go round with Mattamy Homes.
4

5 Mr. Noto said some of the history that goes further back, there were a number of
6 rezonings and land use requests on a number of different parcels. There were site
7 plans approved in the early 2000's or late 1990's for wellness centers, office buildings
8 and things of that nature. None of those projects were built. He showed the land use
9 map on the overhead. What we have now is a restricted commercial and office corridor
10 from a land use perspective. From a zoning perspective, we have a mix of commercial
11 and office uses per the zoning code.
12

13 Mr. Noto showed the preliminary PUD plan on the overhead. The preliminary PUD
14 process involves a concept plan. It doesn't have to be engineered. What is on the
15 overhead is the initial concept for this subdivision. The Galaxy parcel is just a piece of
16 land on its own. There is not a plan for site development on that parcel just yet. It will
17 be subdivided out from the rest of the project. The single-family home project goes all
18 the way to the west with 76 lots. We are currently reviewing the final PUD and
19 preliminary subdivision plan which includes 78 lots. The overall density that they are
20 requesting is under 4 dwelling units per acre. The Mattamy Homes project that came
21 before the Commission two years ago were requesting the HDR High Density
22 Residential land use category which would allow up to 9 dwelling units per acre. Under
23 the Low/Medium Density request the maximum density is 4 dwelling units per acre.
24 Given the amount of lake area and wetlands they have to less out as part of the density
25 calculations they fall below the requested 4 dwelling units per acre.
26

27 Mr. Noto said the overall project size for the preliminary PUD is just under 36 acres.
28 The parent parcel, which is the residential portion, will be subdivided again into
29 residential lots with a mixture of sizes between 50' X 110' and 60' X 105', similar to
30 Manderley and Woodbridge Lakes which are also on the Rinehart Road Corridor.
31

32 Mr. Noto said something not shown on this plan but we have caught as part of the final
33 PUD based on direction from the Planning & Zoning Board is a southbound right-turn
34 lane into the site. They are already proposing a northbound left at the traffic signal. As
35 you are heading north on Rinehart there will be a dedicated left turn lane into the
36 project. It is not shown on this plan but they are also planning a southbound right turn
37 lane into the project. That would occur at the traffic signal. No access would occur from
38 Anderson Lane. We are currently working with the applicant to figure out how we can
39 have emergency access occur from that area through a stabilized roadway which is
40 similar to what we have done with other subdivisions in the City where they have just
41 one point of main access.
42

43 Mr. Noto said the applicant is proposing a 25-foot landscape buffer adjacent to Rinehart
44 Road and the Galaxy parcels will have buffers that meet the requirements of the PO
45 zoning district which is their underlying zoning district now. We will continue to work

1 with the applicant on how the buffers will be designed and incorporated into the project
2 as you go west as it abuts Primera to the north and west.

3
4 Mr. Noto said the Seminole County Public Schools staff have done a school impact
5 analysis for the project and have found their adopted level of service continues to be
6 met even with this project.

7
8 Mr. Noto said there are multiple stormwater ponds provided throughout the site and the
9 full engineering of those will be done as part of the final PUD and final subdivision plan,
10 with the final PUD plan being 30% engineering.

11
12 Mr. Noto said we are currently reviewing the transportation study for the project. We
13 have found that these additional turn lanes help. We are looking at an increase in traffic
14 on Rinehart Road; however, they are looking at mitigation of the additional traffic
15 through the turn lanes and whatever else may come out of our review through our
16 consultant.

17
18 Mr. Noto said this is a concept plan and if the Commission has input on the design and
19 things they would like to see as part of the final PUD or final engineering, now would be
20 the time to let staff and the applicant know so we can make it part of the final PUD
21 process.

22
23 Deputy Mayor Duryea announced he had met with Javier Omana.

24
25 Deputy Mayor Duryea expressed concern about the width of the lots. The density is
26 very high and there's not much land with each lot. He asked how this compared with
27 the subdivisions on the east side.

28
29 Mr. Noto said this project is very similar to Manderley and Woodbridge Lakes. They
30 have similar lot sizes. There are some subdivisions in the City that have 70-foot wide
31 lots but along the Rinehart Road Corridor this is pretty consistent.

32
33 Commissioner Brender said there is going to be a northbound Rinehart left turn lane in.

34
35 Mr. Noto said that was correct.

36
37 Commissioner Brender suspected that most of the afternoon arrivals would be coming
38 from the south.

39
40 Commissioner Brender announced he met with Javier Omana and his team. He said he
41 has walked the site and has visited with a few people on Pine Circle Drive to take a look
42 at the lake and that sort of thing.

43
44 Commissioner Lucarelli announced she met with Javier Omana.

1 Commissioner Lucarelli said she appreciated the traffic consideration and turns lanes
2 that have been included in this design. She thought it was a great project for this
3 location. This seems to be the best fit of all the ones we have had come before us.
4

5 Mayor Mealor announced he did not meet with staff but talked with them on the phone
6 and shared the concerns the Commission had from a previous item and was assured all
7 of that was taken into consideration.
8

9 Mr. Noto said as part of the final PUD review we have seen some elevations.
10 Regarding the price points of these homes we are looking at starting prices between
11 \$400,000 and \$550,000.
12

13 Mr. Noto said moving on to the Comp Plan request, he liked to point out for clarity that
14 this is called an Expedited State Review Comprehensive Plan Amendment. Staff is not
15 expediting it. That process was previously known as the Large Scale Comprehensive
16 Plan Amendment. When DCA became DEO they changed some of the language of
17 some of these requests. We are not speeding it up and are not treating it any differently
18 than any other project.
19

20 Mr. Noto said the comprehensive plan request is in relation to 33.8 acres of land. The
21 Galaxy parcels are not included as part of the comp plan amendment. He showed the
22 properties that are part of the land use amendment request on the overhead. The net
23 density less the lake area and wetlands is 3.3 dwelling units per acre which falls under
24 the maximum of the requested land use designation of Low-Medium Density Residential
25 which allows a max of 4.
26

27 Mr. Noto said when we review comp plan amendments we look for consistency and
28 compatibility with comprehensive plan policies and the surrounding neighborhood.
29 From a land use category perspective, the logical transition from the LDR up into the
30 Commercial land use via the LMDR designation.
31

32 Mr. Noto said we have outlined a number of comprehensive plan policies in the staff
33 report that this request is consistent and compatible with. The applicant has provided a
34 justification statement that has been provided as part of the packet, generally outlining
35 the consistency and compatibility with the surrounding neighborhood and policies
36 outlined in the Comprehensive Plan.
37

38 Mr. Noto said we have done a facilities and services review based on the preliminary
39 information we received on the project related to drainage and environmental, parks,
40 water/sewer, reuse water, roadways, school concurrency, and solid waste. We are
41 currently reviewing the transportation study and 30% engineering review is currently
42 underway. We found on a preliminary basis based on the land use request that all
43 facilities and service demands will be met.
44

45 Mr. Noto said the Planning & Zoning Board heard both of these items at their
46 September 13, 2016, meeting and recommended approval 4 – 1.

1
2 Mr. Noto said staff recommends approval of the preliminary Planned Unit Development
3 for a 76-lot single-family residential subdivision located at the southwest corner of
4 Rinehart Road and Anderson Lane, finding that it is consistent with the City's Land
5 Development Code and the City of Lake Mary Comprehensive Plan. We are
6 recommending approval with two conditions that all the bulk requirements are pending
7 review of the final PUD plans and developer's agreement and that the future land use
8 category shall be adopted to LMDR prior to the approval of the rezoning to PUD.

9
10 Mr. Noto said as we mentioned in the past with PUDs is there is no vesting at this stage.
11 The comp plan hearing is for approval of the transmittal to the state. The preliminary
12 PUD is for the concept plan. We will come back to the Commission in a few months for
13 adoption of the PUD which is where they get their developer's agreement and they are
14 vested.

15
16 Mr. Noto said staff has reviewed the application for the comprehensive plan amendment
17 for approval of the transmittal of the proposed Expedited State Review Comprehensive
18 Plan amendment to the City's Comprehensive Plan revising the future land use
19 designation from Office and Restricted Commercial to Low/Medium Density Residential
20 for +/-33.8 acres of property located at the southwest corner of Anderson Lane and
21 Rinehart Road based on the consistency and compatibility of the issues outlined in the
22 staff report and surrounding properties. He noted the applicants were present.

23
24 Commissioner Brender said this was presented to him as 76 lots and now understood it
25 was 78. He asked if that was the maximum.

26
27 Mr. Noto said it was varying between 76 and 79 and the latest submittal we have
28 received for the final PUD is 78.

29
30 Commissioner Brender said there should not be any additions.

31
32 Mr. Noto said he did not foresee any additions.

33
34 Mayor Meador asked if anyone wanted to speak in reference to a preliminary Planned
35 Unit Development for a 76 to 78-lot single-family residential subdivision or the Expedited
36 State Review Comprehensive Plan amendment to change the land use designation
37 from Office and Restricted Commercial to Low/Medium Density Residential (Ordinance
38 No. 1552).

39
40 Javier Omana, CPH, Inc., 1117 East Robinson Street, Orlando, Florida, applicant, came
41 forward. He thanked staff, and especially Steve (Noto) for the thorough review. He said
42 Steve has been a tremendous asset to the development team. Steve along with John
43 (Omana) have been very helpful, very direct in pointing us in the right direction and
44 telling us what not to do.

45
46 Javier Omana introduced Matthew Patterson with Pulte who is the Project Manager. He

1 said Mr. Patterson could address questions relative to price points, architectural
2 features and the philosophy of Pulte relative to this particular site. It has been a
3 challenge for many years and he believed this project fits into what Lake Mary is all
4 about.

5
6 Javier Omana said we concur with staff's recommendation for both items. We are
7 working with staff on the final PUD. We look forward to coming back to the Commission
8 in a couple of months relative to the adoption hearing of the land use amendment and
9 approval of the PSP and final PUD.

10
11 Javier Omana said when we look at comp plans, we look at the three C's in planning:
12 consistency, context, and compatibility. This project was easy to provide justification
13 for because when we look at consistency we look at the comprehensive plan, land
14 development code, and zoning. We are consistent with the bylaws and the land use
15 objectives that the City has.

16
17 Javier Omana said for context, the setting is ideal for single family. The City is the best
18 place to live in Central Florida from a single-family perspective. It has great schools, a
19 great transportation system, and great amenities. Context makes perfect sense for this
20 type of use.

21
22 Javier Omana said in compatibility, the specific uses along Rinehart Trail, his firm had
23 been involved in the walking trail and several other projects. He was proud to say they
24 were part of the design team that worked on Fountain Park and that has been one of
25 the most successful projects for DR Horton. As consultants we don't do a job and walk
26 away. We are part of this community. We have been part of the Lake Mary community
27 for many years and we take a great deal of pride in bringing in projects that enhance
28 that livability of the City.

29
30 Dick Fess, 106 Pine Circle Drive, came forward. He said they were not opposed but
31 had some clarification questions to ask staff and the applicant. He asked if the Galaxy
32 project was part of it or not part of it. There are no conditions on that; it is commercial.

33
34 Mr. Noto said the Galaxy parcels are part of the PUD. We are working through the
35 conditions for setbacks and landscape buffers as part of the final PUD.

36
37 Mr. Fess said we are not opposed to development but that abuts our property and there
38 is concern from some of the neighbors.

39
40 Mayor Meador said when the item came before us a year ago, one of the concerns that
41 directed the Commission's action was the impact on the Pine Circle Drive residents. He
42 assured Mr. Fess that staff is well aware that that area is not to be impacted in any way
43 other than something that would be compatible.

44
45 Mr. Fess said and the buffering. We would like to be notified of that a little ahead of
46 time or if it's going to be part of the PUD. He kind of gets that it's not, it's part of the

1 calculation, it's not being conveyed, the zoning is not being changed. We are
2 concerned on that too.

3
4 Mayor Mealor said justifiably so.

5
6 Mr. Fess said he noticed on the preliminary plan the retention areas. There was a
7 group of people a few years ago that put a water plant across the street. We were told
8 don't do that because it might affect the level, quality and quantity of the water on this
9 lake. They meant well but it did happen but it was for the betterment of the City
10 because we now have city water and a very good plant. We are concerned that with the
11 retention ponds, the level or the quantity is going to go down. If it does the quality is
12 going to depreciate even more. If you have been there recently, it is almost all covered
13 with lily pads. We would like to request that maybe there is some irrigation situation
14 because the fish died when it dried up and you could walk across the lake and not get
15 muddy. The quality of the fish has diminished, the quality of the water has diminished
16 and the quantity. With retention ponds, there is going to be a reduction of the quantity
17 unless there is a pop off and an appropriate flow into the area. Now you have the
18 normal sheeting on the land the way it is and there is some inflow from the Rinehart
19 Road area.

20
21 Mr. Noto said he has taken notes on those concerns and we will have a discussion with
22 the City Engineer and applicant as part of the final PUD.

23
24 Mr. Fess said we were at the point where we don't care if we do the retention or if we
25 have an early pop off or if you could do that but we want to maintain the quality and the
26 quantity of the lake and improve it.

27
28 Mayor Mealor said with the success they have had with Crystal Reserve he thought
29 they were going to be willing to be a very good community partner in this process. He
30 appreciated Mr. Fess bringing this to their attention.

31
32 Commissioner Brender said he has looked at the lake from the back of some of the
33 homes on Pine Circle Drive and it is distressed to say the least. He shared some of Mr.
34 Fess' concerns about the retention. He remembered when he lived in Timacuan and
35 they were building the back side of Timacuan because the water sheeting from natural
36 land into the lake was mostly absorbed rather than flowed. He was hopeful they might
37 get more water into the lake because once the pop offs on the retention ponds do hit
38 then you will have the opportunity to have it flow into the lake. He has seen an example
39 of that in the past where we actually helped rather than hurt and would hope that would
40 be the case.

41
42 Judy Lynch, 110 Pine Circle Drive, came forward. She said she was going to go with
43 you're going to keep the integrity of the lake. She asked what setback line you are
44 looking at. She asked if it was at the 100-year floodplain mark, is it 100 feet, is it 200
45 feet.

1 Mr. Noto said some of the parcels are closer to the mean high water line than others.
2 The general area with property closest to the lake is on the western corner. Lots 8
3 through 13 are the closest to the mean high water line. He pointed out the FEMA
4 floodplain line. They have a 20-foot mean high water line setback on the concept plan.
5 Some of these will have a 20-foot setback from the mean high water. He pointed out
6 the area that would meet City Code and that is 75 feet from the mean high water line.
7 You will have three to five lots that have that 20-foot mean high water line setback. All
8 of the rest will meet or exceed current code requirements.

9
10 Randy Smathers, 845 Anderson Lane, came forward. He thanked staff. He has talked
11 with them on the phone over the last few weeks and they have taken his concerns. We
12 are very pleased that the family can move forward with this project. We see no problem
13 and we think it's the best fit too. We are long-term residents of the City of Lake Mary.
14 We're going to hate to leave but we believe that of all the projects we've seen over the
15 last 25 years this is probably the best fit. It will bring 75 or 76 new people who will live
16 like we have for the last 50 years.

17
18 No one else came forward and the public hearing was closed.

19
20 Commissioner Brender asked what kind of development we could expect on the Galaxy
21 property. He asked if they had any concepts, restrictions or can we negotiate
22 something within the PUD as to what can go there.

23
24 Mr. Noto said the current plan is for a 10,000 square foot office. It is part of the PUD so
25 it will be rezoned from PO to PUD when we get to that stage. The comprehensive plan
26 amendment does not apply to it. It already has the Office land use and that's good to
27 go. We do not have a design or layout of the site because Pulte is not developing it. It
28 will be developed some time in the future. The development standards will come with
29 the final PUD. Our intent is to bring forward the PO zoning district bulk requirements
30 and uses which are basically professional offices, real estate offices, accountants and
31 things of that nature. We can provide a list of the approved PO uses to the final PUD
32 hearing in the event there are some uses the Commission would like to exclude. It is
33 our intent to bring as much of the PO bulk requirements forward to this parcel.

34
35 Commissioner Brender said it will stay PO and there will not be retail.

36
37 Mr. Noto said that is correct.

38
39 Mayor Meador said just north of this is Primera property. We allowed them to go vertical
40 with increased landscaping and buffering. This might be one of those cases where we
41 will work with the applicant. This is an area that once that Galaxy area is developed
42 that the issue of enhanced buffering or landscaping be part of the PUD process out of
43 respect for the residents on Pine Circle Drive.

44
45 **Motion was made by Commissioner Lucarelli to approve the Preliminary Planned**
46 **Unit Development for a 76-lot single-family residential subdivision at the**

1 southwest corner of Rinehart Road and Anderson Lane including the conditions
2 from staff, seconded by Commissioner Brender and motion carried by roll-call
3 vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner
4 Lucarelli, Yes; Mayor Meador, Yes.

5
6 **CONDITIONS:**
7

- 8 1. All bulk requirements are pending review of the Final PUD plans and
9 developer's agreement.
- 10 2. The Future Land Use category shall be adopted to LMDR prior to the
11 approval of the rezoning to PUD.
- 12 3. Other improvements or site modifications may be required based on the
13 review of the environmental study and traffic analysis.
- 14 4. Approval of the Preliminary PUD does not vest any development
15 program.

- 16
17 E. Ordinance No. 1552 – Expedited State Review Comprehensive Plan
18 Amendment to the City's Comprehensive Plan revising the Future Land
19 Use Designation from OFF (Office) and RCOM (Restricted Commercial) to
20 LMDR (Low-Medium Density Residential) for +/- 33.8 acres of property
21 located at the southwest corner of Anderson Lane and Rinehart Road;
22 CPH, Inc., Javier E. Omana, applicant – First Reading (Public Hearing)
23 (Steve Noto, City Planner)
24

25 Ordinance No. 1552 was read by title only on first reading, presented and discussed
26 and a public hearing held under Item D.
27

28 **Motion was made by Deputy Mayor Duryea to approve Ordinance No. 1552 on**
29 **first reading and authorize transmittal to the Department of Economic**
30 **Opportunity, seconded by Commissioner Brender and motion carried by roll-call**
31 **vote: Deputy Mayor Duryea, Yes; Commissioner Lucarelli, Yes; Commissioner**
32 **Brender, Yes; Mayor Meador, Yes.**
33

34 Mayor Meador thanked the residents of Pine Circle Drive, the Smathers family and the
35 extended property owners for their patience.
36

- 37 E. Resolution No. 986 – Rename Lake View Avenue to East and West
38 Lakeview Avenue (Public Hearing) (Jackie Sova, City Manager)
39

40 The City Attorney read Resolution No. 986 by title only.
41

42 Ms. Sova said Seminole County Addressing has found another inconsistency regarding
43 Lakeview Avenue being one word or two words. The best resolution for this is to
44 change the street name as it is platted and two properties used with the Seminole
45 County Property Appraiser from two words, Lake View Avenue, to one word, Lakeview
46 Avenue and using the East and West designations.

1
2 **Motion was made by Commissioner Brender to approve Resolution No. 986,**
3 **seconded by Commissioner Lucarelli and motion carried unanimously.**
4

5 F. Resolution No. 988 – Amending Fiscal Year 2016 Budget (Dianne
6 Holloway, Finance Director)
7

8 The City Attorney read Resolution No. 988 by title only.
9

10 Ms. Holloway said this is for the Fiscal Year 2016 budget which came to an end on
11 September 30th. We have 60 days to amend. We are going to amend the General
12 Fund for grants. We have \$14,085 for a JAG grant “What You See Is What You Get”
13 which are the body cameras; \$2,042 for the JAG grant “Stop the Incoming” which are
14 ballistic plates; and \$2,088 for the DOJ Bulletproof Vest Partnership that we have every
15 year.
16

17 Ms. Holloway said we have one fund called the Local Law Enforcement Trust Fund and
18 it has both state and federal monies. We are breaking those apart because it has been
19 a nightmare trying to keep them separate in the same fund. We are appropriating funds
20 in the amount of \$2,400 for donations we make to local places that were approved on
21 May 5th.
22

23 Ms. Holloway said in the Police Impact Fund we have funded purchases in the amount
24 of \$63,433 for the equipment for a new police officer that replaced the two School
25 Resource Officers that are there full time now. We funded the pedestrian crosswalk at
26 Deloitte in the amount of \$29,610; bought a new light trailer for \$8,365; and a backup
27 server in the amount of \$25,858 to handle all of our intensive data videos.
28

29 Ms. Holloway said in Fire Impact Fees we are making partial payment back to the
30 Vehicle Maintenance Fund for the purchase of the rescue (\$25,000). We borrowed
31 about \$104,000 from that fund last year and we are paying it back as impact fees
32 become available.
33

34 Ms. Holloway said we completed the Lake Mary Boulevard Sewer and Palmetto Turn
35 Lane Project. The Commission approved the interlocal agreement with Seminole
36 County for their portion of the turn lane so we are appropriating \$90,862 that we
37 received from them.
38

39 Ms. Holloway said in the Water & Sewer Fund, we got a fluoridation system upgrade
40 grant and was \$9,609.
41

42 Ms. Holloway said with the closeout of the Downtown ROW Upgrade Project we had to
43 reallocate based on what was actually done and not the project as it was done in the
44 beginning. We made some movements and had to appropriate an additional \$29,711 in
45 the Stormwater Fund.
46

1 Ms. Holloway asked the Commission to approve Resolution No. 988.

2
3 **Motion was made by Deputy Mayor Duryea to approve Resolution No. 988,**
4 **seconded by Commissioner Lucarelli and motion carried unanimously.**

5
6 10. Other Items for Commission Action

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

9
10 11. City Manager's Report

- 11
12 A. Items for Approval – None
13 B. Items for Information – None
14 C. Announcements

15
16 Ms. Sova said we don't have any items coming forward for the November 17th meeting.
17 She said she would like to schedule a Growth and Development Strategic Workshop to
18 begin at 5:30 P.M. It will take us a few hours and would like to take advantage of that
19 time.

20
21 **It was the consensus of the Commission to cancel the November 17, 2016, City**
22 **Commission meeting and schedule a Growth and Development Strategic**
23 **Workshop for 5:30 P.M.**

24
25 Ms. Sova said we are proud to announce that we have our very own mobile app. You
26 can get it at your app store or Google play store. We can get out information a lot
27 faster. You get City functions, emergency alerts, up to date information, things about
28 our sports events, and those types of activities. She commended Alyssa Musacchio
29 who works with Bryan Nipe. She took the lead on that. We're excited to have it.

30
31 Ms. Sova said daylight savings time ends on Sunday, November 6th so that brings back
32 once-a-week irrigation.

33
34 Ms. Sova said all non-emergency offices will be closed November 11th in observance of
35 Veteran's Day and November 24th and 25th for the Thanksgiving holidays. Waste Pro
36 will collect garbage and recycling as regularly scheduled on all of those days.

37
38 12. Mayor and Commissioners' Reports – 2

39
40 Deputy Mayor Duryea had no report at this time.

41
42 Commissioner Lucarelli reminded everyone of the Lake Scary 5K race this Saturday at
43 Lake Mary Prep. She said 7:00 A.M. is registration and 8:00 A.M. is when the race
44 starts.

1 Commissioner Brender said he attended CALNO last night with the School Board
2 hosting and got a nice overview of the County's plans regarding the E-Pathways and
3 Virtual School Programs that the County is rolling out. The numbers are impressive.
4 Three years ago they had four classes and there are over 50 now. They are making
5 some interesting plans for next week. It will be Dede Schafner's last School Board
6 meeting. If anyone is interested in going, Jill Alvarez usually sends out the meeting
7 notice so she will have the time. He said Dede has been involved in schools for 40
8 years if not longer.

9
10 13. City Attorney

11
12 Ms. Reischmann had no report at this time.

13
14 14. Adjournment

15
16 There being no further business, the meeting adjourned at 8:25 P.M.

17
18
19
20
21 _____
22 David J. Mealor, Mayor

Mary Campbell, Deputy City Clerk

23
24
25 ATTEST:

26
27
28
29 _____
30 Carol A. Foster, City Clerk



MEMORANDUM

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: Carol Foster, City Clerk

VIA: Jackie Sova, City Manager

SUBJECT: Minutes - November 17, 2016, Strategic Workshop

Due to the short holiday week, the Minutes from your Strategic Workshop were not available for inclusion in your packet. They will be e-mailed to you the first of next week.



MEMORANDUM

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1555 - Imposing a Moratorium on Medical Cannabis Activities - First Reading (Public Hearing) (John Omana, Community Development Director) (Legislative)

BACKGROUND: In 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis", as defined by Section 381.986(1)(e), Florida Statutes, and derivative products for use by certain "qualified patients", as defined by Section 381.986 (1)(h).

In 2015, the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorized a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis" as defined by Section 381.986 (1)(f), Florida Statutes, and derivative products for use by certain "eligible patients", as defined by Section 499.0295, Florida Statutes.

On November 8, 2016, Florida voters passed the Florida Right to Medical Marijuana Initiative. As a result of its passage, it amends the Florida Constitution to authorize "Medical Marijuana Treatment Centers" defined therein as "an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana products containing marijuana related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health".

Furthermore, the passage of the Initiative expands the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions”, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act.

Overall, this regulatory framework and its further potential change raises substantial questions regarding the impact of medical cannabis activities, as defined herein, upon the health, safety, and welfare within the City of Lake Mary.

Currently, there are various cities and counties within the State of Florida and in Central Florida that have either established, or will be establishing, a moratorium on medical marijuana treatment centers. This will enable units of government to curb any negative impacts created by such facilities and to allow local jurisdictions time to study the issues associated with these facilities and consider local regulatory options.

Considering these factors, staff has prepared Ordinance No. 1555 which establishes a 270-day moratorium on Medical Cannabis Activities in order for the City to research the nature and scope of possible mitigation measures and regulation of medical marijuana treatment centers within the City of Lake Mary.

DISPOSITION: Staff recommends approval of Ordinance No. 1555.

P&Z BOARD ACTION: At the time of packet preparation, this item had not been presented to the P&Z Board. Their November 29, 2016 action will be entered into the record at the City Commission meeting.

ATTACHMENT:

- Ordinance No. 1555

ORDINANCE NO. 1555

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE MARY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF LAKE MARY; ADOPTING FINDINGS OF FACT; PROHIBITING ANY AND ALL MEDICAL CANNABIS ACTIVITIES DURING THE MORATORIUM PERIOD INCLUDING THE GROWING, CULTIVATION, PROCESSING, MANUFACTURE, DISPENSING, DISTRIBUTION, AND SALE OF MEDICAL CANNABIS, LOW-THC CANNABIS, DERIVATIVE PRODUCTS, AND RELATED ACTIVITIES; DIRECTING STAFF TO DEVELOP PROPOSED LAND DEVELOPMENT CODE PROVISIONS AND OTHER RECOMMENDATIONS REGARDING SUCH CANNABIS RELATED ACTIVITIES; PROVIDING AN ADMINISTRATIVE RELIEF PROCEDURE; PROVIDING FOR PENALTIES, SEVERABILITY, CONFLICT, NON-CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Low-THC Cannabis", as defined by Section 381.986(1)(e), Florida Statutes, and derivative products for use by certain "qualified patients", as defined by Section 381.986(1)(h); and

WHEREAS, in 2015 the Florida Legislature passed the Right to Try Act, codified at Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and authorizes a licensed dispensing organization to cultivate, process, transport, and dispense "Medical Cannabis", as defined by Section 381.986(1)(f), Florida Statutes, and derivative products for use by certain "eligible patients", as defined by Section 499.0295, Florida Statutes; and

WHEREAS, to date, the Florida Department of Health has approved six (6) dispensing organizations throughout the State of Florida, which are authorized to

cultivate, process, transport, and dispense Medical Cannabis, Low-THC Cannabis, and derivative products; and

WHEREAS, on November 8, 2016, Florida voters voted on the Florida Right to Medical Marijuana Initiative, and passed an amendment which would amend the Florida Constitution to authorize “Medical Marijuana Treatment Centers”, defined therein as “an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Department”; and

WHEREAS, the passage of the Florida Right to Medical Marijuana Initiative expands the medical use of cannabis and related products to patients suffering from certain “Debilitating Medical Conditions”, as defined therein, which represents a broader population of patients than those eligible under the Compassionate Use Act and the Right to Try Act; and

WHEREAS, the recent legalization of Low-THC Cannabis and Medical Cannabis by the Compassionate Use Act and the Right to Try Act, respectively, and changes in the law including, but not limited to, passage of the Florida Right to Try Medical Marijuana Initiative raise substantial questions regarding the impact of Medical Cannabis Activities, as defined herein, upon the public health, safety, and welfare of citizens within the City of Lake Mary; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Cannabis Activities, as defined herein, for a period of time reasonably necessary for the City of Lake Mary to investigate the impacts of such Medical Cannabis Activities upon the public health, safety, and welfare, and to promulgate reasonable regulations relating to such activities if deemed advisable by the City; and

WHEREAS, the Lake Mary City Commission finds that this ordinance advances important government purposes including, but not limited to, reducing the likelihood of

potentially negative effects of unregulated Medical Cannabis Activities, as defined herein, upon residents and businesses located within the City; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Lake Mary.

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

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

Section 2. **Definitions.** For the purposes of this ordinance, the following words, terms, and phrases, including their respective derivatives, have the following meanings:

- a. *Derivative Product* means any form of cannabis suitable for routes of administration.
- b. *Low-THC Cannabis* has the meaning established in Section 381.986(1)(e), Florida Statutes, and means a plant of the genus Cannabis, the dried flower of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.
- c. *Medical Cannabis* has the meaning established in Section 381.986(1)(f), Florida Statutes, and means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.
- d. *Medical Cannabis Activities* means, without limitation, the growing, cultivation, processing, manufacture, dispensing, distribution, storage, and

wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, and other related activities. The term Medical Cannabis Activities shall include any single activity or combination of activities described in this definition.

Section 3. Temporary Moratorium. Beginning on the effective date of this ordinance and continuing for a period of 270 days, or sooner if provided by an ordinance by the Lake Mary City Commission, a moratorium is hereby imposed upon Medical Cannabis Activities, except for activities that have previously received final approval by the City, and except where City regulation is preempted or is otherwise inconsistent with Florida law. Further, the review of any applications for Medical Cannabis Activities that may be pending on the date of the adoption of this Ordinance shall be abated, and no new applications for such permits shall be accepted or processed during the moratorium period. In addition, to the extent that a person or entity is authorized to carry out any Medical Cannabis Activities within the City by previous final approval by the City, this moratorium shall prohibit the expansion or relocation of any such authorized activity or facility and the opening of any new facility.

Section 4. Expiration of the Temporary Moratorium. The temporary moratorium imposed by Section 3 of this Ordinance expires 270 days from the effective date of this ordinance, or at an earlier date if provided by ordinance of the Lake Mary City Commission.

Section 5. Recommendations for Land Development Code. City Staff, at the City Commission & City Manager's direction and in consultation with the City Attorney, is hereby directed to study Medical Cannabis Activities and their impact on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend, as deemed advisable by the City Manager, land development code provisions for Medical Cannabis Activities in the City, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the Lake Mary City Commission within a reasonable time before the expiration of this moratorium.

Section 6. Administrative Relief Procedure.

- a. The City Commission may authorize exceptions to the moratorium imposed by this ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for permit, development order, or other official action of the City for the duration of the moratorium would impose an extraordinary hardship on a landowner or petitioner.
- b. A request for an exception based upon extraordinary hardship shall be filed with the City Manager or designee, including a non-refundable fee of \$350.00 by the owner/petitioner, or the petitioner with the consent of the owner/petitioner, to cover processing and advertising costs, and shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship, and shall contain such other information as the City Manager shall prescribe as necessary for the City Commission to be fully informed with respect to the application.
- c. A public hearing on any request for an exception for extraordinary hardship shall be held by the City Commission at the first regular meeting of the City Commission that occurs after the expiration of the period for publication of notice of the request for an exception.
- d. Notice of filing of a request for an exception, and the date, time, and place of the hearing thereon, shall be published once at least seven (7) days prior to the hearing in a newspaper of general circulation within the city limits of the City of Lake Mary, Florida.
- e. In reviewing an application for an exception based upon a claim of extraordinary hardship, the City Commission shall consider, at a minimum, the following criteria:

- (1) The extent to which the applicant has, prior to December 15, 2016, received a City of Lake Mary license, permit or approval for Cannabis related use as defined in this ordinance.
 - (2) The extent to which the applicant has, prior to December 15, 2016, made a substantial expenditure of money or resources in reliance upon license, permits, or other approvals of the City of Lake Mary directly associated with the operation or construction of a Medical Cannabis Activity as defined in this ordinance, such as the installation of utility infrastructure or any other improvements.
 - (3) Whether the applicant, prior to December 15, 2016, has contractual commitments in reliance upon license, permits, or other approvals of the City of Lake Mary to operate or construct a Medical Cannabis Activity as defined in this ordinance.
 - (4) Whether the applicant, prior to December 15, 2016, has in reliance upon license, permits, or other approvals of the City of Lake Mary, incurred financial obligations to a lending institution which, despite a thorough review of alternative solutions, the applicant cannot meet unless a Medical Cannabis Activity as defined in this ordinance is permitted or allowed.
 - (5) Whether the moratorium will expose the applicant to substantial monetary liability to third persons, or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment-backed expectation on the real property that is affected by this ordinance.
- f. At a minimum, the City Commission shall consider the following non-exclusive factors under the criteria set forth in subsection (e) above:
- (1) The history of the property;

- (2) The history of the commercial, business, or any use on the property; and
 - (3) The location of the property relative to any major highway, collector, or arterial streets.
- g. At the conclusion of the Public Hearing and after reviewing the evidence and testimony placed before it, the City Commission shall act upon the request either to approve, deny, or approve in part and deny in part, the request made by the applicant.

Section 7. Penalties. Violations of this ordinance are punishable as provided by the City Code of Lake Mary, Florida, or other applicable code provisions.

Section 8. Conflict. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 9. Non-Codification. This ordinance shall not be incorporated into the Lake Mary City Code.

Section 10. Severability. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 11. Effective Date. This ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Lake Mary, Florida, in a regular meeting assembled on this 15th day of December 2016.

FIRST READING: December 1, 2016

SECOND READING: December 15, 2016

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

FOR THE USE AND RELIANCE OF THE CITY OF LAKE MARY ONLY
APPROVED AS TO FORM AND LEGALITY:

CATHERINE D. REISCHMANN, CITY ATTORNEY



MEMORANDUM

DATE: December 1, 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: Release of Maintenance Bond for Pine Tree Terrace (Steve Noto, City Planner)

BACKGROUND: M/I Homes has requested the release of the two-year maintenance bond for public improvements at the Pine Tree Terrace Subdivision. The public improvements were transferred to the City via Resolution No. 948. The maintenance guarantee was in the form of a Surety Bond for the amount of \$8,550.81, based on 10% of the \$85,508.10 value of improvements.

The subdivision's public improvements, as recorded in Plat Book 78, Pages 40 and 41, of Seminole County, Florida, consisted of:

1. Paved roadway including Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove ROW, and
2. The potable water distribution system located within the public ROW along Pine Leaf Cove.

Staff performed a final on-site inspection on October 10, 2016. Staff found the improvements to be operating to the standards of original construction or installation, well maintained, and in good repair at the time of inspection.

RECOMMENDATION: Per Section 155.23(D)(1) of the Code of Ordinances, staff recommends that the Mayor and City Commission authorize the release of said maintenance bond.

ATTACHMENT:

- Copy of Resolution No. 948
- Copy of Maintenance Bond #0641645

RESOLUTION NO. 948

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ACCEPTING PINE TREE TERRACE SUBDIVISION PUBLIC IMPROVEMENTS AND FUTURE MAINTENANCE, APPROVING MAINTENANCE GUARANTEE IN THE FORM OF A SURETY BOND, APPROVING A CERTIFICATE OF COMPLETION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 155.22(D) (3), Code of Ordinances of the City of Lake Mary, Florida, requires a Developer to post a maintenance guarantee which is in the form of a bond from International Fidelity Insurance Company, a corporation duly authorized to do business in the State of Florida, satisfactory to the City Commission and in the amount of ten percent (10%) of the Engineer's sealed actual construction cost of \$85,508.10 to be owned and maintained by the City; and

WHEREAS, M/I Homes of Orlando, LLC, owner of Pine Tree Terrace Subdivision ("Owner") is requesting acceptance of the public improvements for the Pine Tree Terrace Subdivision and issuance of a Certificate of Completion.

NOW, THEREFORE, be it resolved by the City of Lake Mary, Florida, as follows:

Section 1. That the improvements requested to be accepted by the City of Lake Mary from the Owner of Pine Tree Terrace Subdivision, recorded in Plat Book 78, Pages 40 & 41 public records of Seminole County, Florida, have been inspected and have been found to have been constructed in compliance with the applicable ordinances and regulations of the City of Lake Mary, Florida, and the Owner's plans and specifications are approved by the City of Lake Mary, Florida.

Section 2. That the actual construction cost has been certified by Owner's Engineer of Record to be Eighty Five Thousand, Five Hundred and Eight Dollars and Ten Cents (\$85,508.10) and that the sum has been verified by the City of Lake Mary, Florida.

Section 3. That the proposed maintenance guarantee is a bond for \$8,550.81 written by International Fidelity Insurance Company, a corporation duly authorized to do business in the State of Florida as Surety and complies with the requirements of Section 155.22(D)(3), Code of Ordinances of the City of Lake Mary, Florida.

Section 4. That Owner submitted a Bill of Sale conveying,

1. The paved roadway including the Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove R-O-W, and
2. The potable water distribution system located within the public R-O-W along Pine Leaf Cove,

within the City of Lake Mary, Florida, in compliance with Chapter 155, Code of Ordinances of the City of Lake Mary, Florida.

Section 5. That the City of Lake Mary, Florida, hereby accepts for maintenance the public improvements constructed as part of Pine Tree Terrace Subdivision as follows:

1. The paved roadway including Miami Curb and excluding the stormwater inlets and pipes within the Pine Leaf Cove R-O-W, and
2. The potable water distribution system located within the public R-O-W along Pine Leaf Cove,

within the City of Lake Mary, Florida.

Section 6. The City Commission approves the issuance of a Certificate of Completion for Pine Tree Subdivision's public improvements.

Section 7. EFFECTIVE DATE: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2 day of October, 2014.

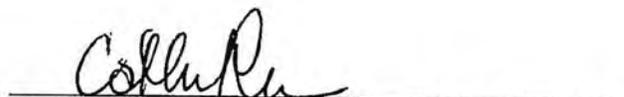
CITY OF LAKE MARY, FLORIDA


MAYOR, DAVID J. MEALOR

ATTEST:


CAROL A. FOSTER
CITY CLERK

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


CITY ATTORNEY, CATHERINE REISCHMANN



VIA Thunderbird

September 25, 2014

Tom Connelly
City of Lake Mary
Community Development Department
Planning & Zoning Division
911 Wallace Ct
Lake Mary, FL 32746
(407) 585-1442

Re: Pine Tree Terrace

Dear Tom,

Enclosed please find the amendment to original maintenance bond #0641645 in the amount of \$8,550.81 and the revised *Bill of Sale* signed by *M/I Homes of Orlando*.

Please call me at 407-531-5176 or email me at chahnel@mihomes.com with any questions.
Thank you.

Sincerely,
M/I HOMES OF ORLANDO, LLC

Emily

Emily Hahnel
Land Administrator

RIDER

To be attached to and form a part of Bond No. 0641645
executed by M/I Homes of Orlando, LLC as Principal
and by International Fidelity Insurance Company as Surety,
in favor of City of Lake Mary
and effective as of July 18, 2014

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
Bond Expiration Date

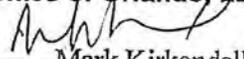
FROM: One Year Expiring 8-31-16

TO: Two Year Expiring 10-31-16

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein
expressly stated. This rider is effective on the 18th day of July, 2014.

Signed and sealed this 23rd day of September, 2014.

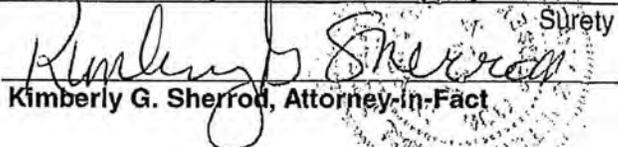
M/I Homes of Orlando LLC



Mark Kirkendall
VP, Housing & Land Controller Principal

BY: _____

International Fidelity Insurance Company

BY:  Surety
Kimberly G. Sherron, Attorney-in-Fact



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SANDRA WARD, NOVETTA M. ANDERSON, VICKI NOBINGER, LORETTA M. JONES, TARA W. MEALER,
KELLIE A. MCKINNEY, KIMBERLY G. SHERROD, BARBARA A. THOMPSON, CAROLYN E. WHEELER

Knoxville, TN.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-In-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation; to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said Companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of

September 2014

MARIA BRANCO, Assistant Secretary

BILL OF SALE (Corporation to Municipality)

KNOWN ALL MEN BY THESE PRESENTS, that M/I Homes of Orlando, LLC., a corporation existing under the laws of the State of Florida, having its principal place of business at 400 International Parkway, Suite 470, Lake Mary Florida 32746, hereinafter referred to as SELLER, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by CITY OF LAKE MARY, a political subdivision of the State of Florida, whose address is City of Lake Mary, 100 N. Country Club Rd, Lake Mary, Florida 32746, hereinafter referred to as BUYER, the receipt of which is hereby acknowledged by the SELLER, has granted, bargained, sold, transferred and delivered to BUYER, its successors, heirs, executors, administrators and assigns forever, the following property, hereinafter referred to as PROPERTY:

- 1) THE PAVED ROADWAY INCLUDING THE MIAMI CURB AND EXCLUDING STORMWATER INLETS AND PIPES WITHIN THE PINE LEAF COVE RIGHT OF WAY AND 2) ALL OF THE POTABLE WATER DISTRIBUTION SYSTEM WITHIN THE CITY RIGHT OF WAYS FOR THE PINE TREE TERRACE SUBDIVISION LOTS FOR THE PROJECT KNOWN AS PINE TREE TERRACE AS RECORDED IN PLAT BOOK 78, PAGES 40 THROUGH 41, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This instrument Prepared by: M/I Homes of Orlando, LLC
400 International Parkway, Suite 470
Lake Mary, Florida 32746

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, water lines, or other facilities or systems which will become the responsibility of the BUYER. The SELLER represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this 24th day of September, 2014.

ATTEST:

M/I HOMES OF ORLANDO, LLC



Jeffrey R. Kaizer, Vice President

[Affix Corporate Seal]



David Byrnes, Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 24 day of September, 2014, Before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared David Byrnes, Vice President and Jeffrey Kaizer, Vice President, respectively, of M/I Homes of Orlando, LLC, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did/did not take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL



Patricia Altman
(signature) Notary Public, in and for
The County and State aforementioned



MEMORANDUM

DATE: December 1, 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: Release of Maintenance Bond for Waterside (Steve Noto, City Planner)

BACKGROUND: Waterside Subdivision, owned by ZDA, LLC, has requested the release of the two-year maintenance bond for public improvements at the Waterside Subdivision. The public improvements were transferred to the City via Resolution No. 949. The maintenance guarantee is in the form of a Maintenance Cash Bond for the amount of \$1,222.70, based on 10% of the \$12,227.00 value of improvements.

The subdivision's public improvements, as recorded in Plat Book 78, Pages 12 and 13, of Seminole County, Florida, consisted of a potable water distribution system located within a utility easement along Stillwood Lane.

Staff performed a final on-site inspection on October 13, 2016. Staff found the improvements to be operating to the standards of original construction or installation, well maintained, and in good repair at the time of inspection.

RECOMMENDATION: Per Section 155.23(D) (1) of the Code of Ordinances, staff recommends that the Mayor and City Commission authorize the release of said maintenance bond.

ATTACHMENTS:

- Copy of Resolution No. 949
- Copy of Maintenance Bond

RESOLUTION NO. 949

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ACCEPTING WATERSIDE SUBDIVISION PUBLIC IMPROVEMENTS AND FUTURE MAINTENANCE, APPROVING MAINTENANCE GUARANTEE IN THE FORM OF A MAINTENANCE CASH BOND, APPROVING A CERTIFICATE OF COMPLETION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 155.22(D) (3), Code of Ordinances of the City of Lake Mary, Florida, requires a Developer to post a maintenance guarantee which may be in the form of a Maintenance Cash Bond, satisfactory to the City Commission and in the amount of ten percent (10%) of the Engineer's sealed actual construction cost of \$12,227.00 to be owned and maintained by the City; and

WHEREAS, ZDA, LLC, owners of Waterside Subdivision ("Owners") are requesting acceptance of the public improvements for the Waterside Subdivision and issuance of a Certificate of Completion.

NOW, THEREFORE, be it resolved by the City of Lake Mary, Florida, as follows:

Section 1. That the improvements requested to be accepted by the City of Lake Mary from the Owners of Waterside Subdivision, recorded in Plat Book 78, Pages 12 & 13 public records of Seminole County, Florida, have been inspected and have been found to have been constructed in compliance with the applicable ordinances and regulations of the City of Lake Mary, Florida, and the Owners' plans and specifications as approved by the City of Lake Mary, Florida.

Section 2. That the actual construction cost has been certified by Owners' Engineer of Record to be Twelve Thousand, Two Hundred and Twenty Seven Dollars and No Cents (\$12,227.00) and that the sum has been verified by the City of Lake Mary, Florida.

Section 3. That the proposed maintenance guarantee is a Maintenance Cash Bond for \$1,222.70 and complies with the requirements of Section 155.22(D)(3), Code of Ordinances of the City of Lake Mary, Florida.

Section 4. That Owners submitted a Bill of Sale conveying the potable water distribution system located within utility easement along Stillwood Lane, within the City of Lake Mary, Florida, in compliance with Chapter 155, Code of Ordinances.

Section 5. That the City of Lake Mary, Florida, hereby accepts for maintenance the public improvements constructed as part of Waterside Subdivision as follows: the potable water distribution system located within utility easement along Stillwood Lane, within the City of Lake Mary, Florida.

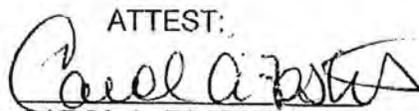
Section 6. The City Commission approves the issuance of a Certificate of Completion for Waterside Subdivision's public improvements.

Section 7. EFFECTIVE DATE: This Resolution shall take effect immediately upon adoption.

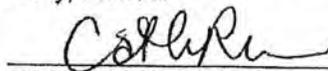
PASSED AND ADOPTED this 2 day of October, 2014.

CITY OF LAKE MARY, FLORIDA


MAYOR, DAVID J. MEALOR

ATTEST:

CAROL A. FOSTER
CITY CLERK

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


CITY ATTORNEY, CATHERINE REISCHMANN

ZDA LAND INVESTMENT LLC
100 S. VIRGINIA AVENUE #201
WINTER PARK, FL 32789

October 18, 2016

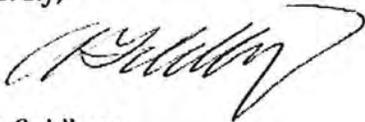
City of Lake Mary
100 N. Country Club Road
Lake Mary, FL 32789

RE: Escrow Agreement for Performance/Maintenance dated September 26, 2014

To Whom It May Concerns,

Please accept this letter as a request of return of \$1,222.70 per the Escrow Agreement for Performance/Maintenance dated September 26, 2014 attached. Please forward the check to the address noted above.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Goldberg", written in a cursive style.

Allan Goldberg
Member

ESCROW AGREEMENT FOR PERFORMANCE/MAINTENANCE

(For use with Cash Bond)

THIS AGREEMENT is made and entered into this day of September 26th, 2014, between ZDA LAND INVESTMENTS LLC, hereinafter referred to as "PRINCIPAL" and the City of LAKE MARY ("CITY").

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain improvements/engaged in certain development activities within the City Limits of the CITY; and

WHEREAS, improvements relating to the development were made/are to be made pursuant to certain Plans and Specifications dated November 5, 2013, (as subsequently revised or amended) and filed with the CITY; and

WHEREAS, to guarantee performance of said obligations/ maintenance of improvements by PRINCIPAL, PRINCIPAL has obtained and furnished to the CITY a Certified Check in the sum of One thousand two hundred twenty two and 70/100 DOLLARS (\$1,222.70) (in U.S. Currency).

NOW THEREFORE, the CITY agrees to accept the above referenced sum as security for the performance/maintenance obligation of the PRINCIPAL.

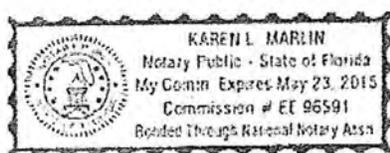
PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the CITY in the sum of One thousand two hundred twenty two and 70/100 DOLLARS (\$1,222.70) on the condition that, if PRINCIPAL shall promptly and faithfully protect the CITY against any defects resulting from faulty performance/maintenance relating to the aforesaid improvements (maintenance obligations shall exist for a period of two (2) years from September 25, 2014, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY shall notify the PRINCIPAL in writing of any defect or failure to perform for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or failure to perform. Such notice shall toll the expiration of this Agreement.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the CITY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to utilize the cash sum stated above to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the CITY, in view of the public interest, health, safety, welfare and other facts involved,

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 26th day of September, 2014, by Allan Goldberg, Member of ZDA Land Investments LLC who is personally known to me.



Karen Marlin

Signature

Karen Marlin

Printed Name (Notary Public)



MEMORANDUM

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: City of Sanford and City of Lake Mary Sewage Capacity Agreement
(Dianne Holloway, Finance Director)

Background: As stated in the Settlement and Development and Planned Unit Development Agreement between Waterside Development, L.L.C. and the City of Lake Mary dated March 15, 2007, the City of Sanford and the City of Lake Mary Sewage Service Agreement was fully executed on October 26, 2007. The purpose of this agreement was for Sanford to sell and provide to Lake Mary, and for Lake Mary to purchase and receive from Sanford, wastewater service for an up to seven (7) home development called Waterside. The estimated flow from the Waterside development is approximately 2,100 gallons per day (GPD). Both cities acknowledged that the intent of this agreement was for Sanford to provide wholesale sewer service to Lake Mary and for Lake Mary to provide retail sewer service to the Waterside development.

This agreement also includes provisions for payment of connection fees, operation and maintenance of facilities, metering charges, and terms of agreement. Additionally, the City was to own, operate, and maintain the collection facilities and force main to the point of connection to the Sanford transmission system at Lake Mary Boulevard and Sterling Pine Street. The initial term is for ten (10) years with automatic extensions for successive periods of ten (10) years.

Six (6) years later, the Settlement and Development and Planned Unit Development Agreement between Waterside Development, L.L.C. and the City of Lake Mary was amended. Six (6) homes are to be built and the Waterside HOA will own, operate, and maintain the sewer collection facilities and force main to the point of connection to the Sanford transmission system.

In December of 2013, the City Commission adopted Ordinance No. 1535 to establish customer rates and charges for wastewater services provided by the City of Sanford to users located within the incorporated area of the City of Lake Mary. Waterside users will be billed fees and charges equal to the amount the City pays to the City of Sanford as a pass-through provision.

On September 22, 2016, the City Commission approved the Waterside II PUD, which will add another nine (9) homes to the sewer collection system owned by the Waterside HOA requiring the capacity agreement with the City of Sanford be rewritten.

The new agreement is now called the City of Sanford and City of Lake Mary Sewage Capacity Agreement. It allows for the Waterside HOA collection system and force main to connect to Sanford's transmission system. Sanford will provide wastewater capacity to the City of Lake Mary for up to fifteen (15) homes or 4,500 GPD in Waterside. As a certificate of occupancy is issued for each home, the City will bill the Waterside I and II customers as a pass-through provision and remit to Sanford monthly. Monthly meter readings will also be provided to Sanford. The term for this agreement shall continue in full force and effect from execution in perpetuity until parties mutually agree to terminate, although terms and conditions may be modified from time to time.

Sanford has received approval of this agreement from their Finance and Planning Departments and the agreement will be placed on their December 12, 2016 City Commission agenda.

Recommendation: The City Commission authorize the Mayor to execute the City of Sanford and City of Lake Mary Sewage Capacity Agreement.

THE CITY OF SANFORD AND THE CITY OF LAKE MARY
SEWAGE CAPACITY AGREEMENT
[WATERSIDE AT LAKE MARY]

THIS CITY OF SANFORD AND CITY OF LAKE MARY SEWAGE CAPACITY AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2016, by and between the CITY OF SANFORD, a Florida municipal corporation, whose mailing address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as “Sanford”, and the CITY OF LAKE MARY, a Florida municipal corporation, whose mailing address is Post Office Box 958445, Lake Mary, Florida 32795-8445, hereinafter referred to as “Lake Mary”.

W I T N E S S E T H:

WHEREAS, Sanford owns and operates a wastewater system located in Sanford, Florida, and desires to sell wastewater treatment and disposal capacity to Lake Mary to service the Waterside at Lake Mary subdivision, Phases I and II, located within the corporate limits of Lake Mary on Lake Mary Blvd., as described in Exhibit A (“Waterside”); and

WHEREAS, Lake Mary owns and operates a water system and a wastewater transmission system, however, the Waterside lift station, sewage collection system and the “off-site” portion of the wastewater force main (“Collection System”) is included in the Common Elements of Waterside as defined by the Declarations of Covenants Conditions and Restrictions of Waterside, as recorded in Official Record Book 8208, Pages 1627 et seq., and as amended in Official Record Book 8787, Pages 890 et seq., of the Public Records of Seminole County, Florida. Pursuant to the aforesaid Declarations, the Waterside at Lake Mary Homeowners Association, Inc. (“HOA”), a Florida corporation, owns and is responsible for the operation and maintenance of the lift station and Collection System for Phase I of Waterside, and the Developer of Waterside, ZDA at Sandpiper, L.L.C. (“Developer”), will own the portions of the wastewater system located at Phase II until turnover to the HOA pursuant to Florida Statutes Chapter 720; and

WHEREAS, Sanford has been providing wastewater service to Phase I of Waterside under “The City of Sanford and the City of Lake Mary Sewage Service Agreement” dated October 26, 2007 (“2007 Agreement”), and now the Developer and the HOA have requested the Parties enter

into this Agreement to facilitate Sanford providing wastewater service to both phases of Waterside, necessitating the termination of the 2007 Agreement; and

WHEREAS, Sanford has wastewater capacity reserved and uncommitted at a Sanford wastewater treatment facility.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

Section 2. Definitions. The Parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context clearly indicates otherwise:

- a) **GPD** – Gallons per day, average annual basis measured at 300 GPD per single-family home.
- b) **Parties.** City of Sanford and Lake Mary.
- c) **Point of Connection** – The point where the Collection System and the Transmission System connect, located at the northwest corner of Sterling Pine Street and Lake Mary Boulevard.
- d) **Residential and Commercial Wastewater Strength** – Residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 200 mg/1 or less, suspended solids of 200 mg/1 or less, and a pH between 6.5 and 8.0. Prohibited discharges include constituents that could cause a fire or explosion; solid or viscous substances which could obstruct flow or interfere with the system; discharges containing any toxic pollutants; and any other discharges prohibited by applicable Federal, State and local statute, ordinance, rule or regulation. Lake Mary shall require grease traps and industrial pretreatment by its customers in accordance with Federal, State and local guidelines.
- e) **Transmission System** – Master lift stations, lines, pipes, force mains, pumps, meters and all other appurtenant equipment and facilities used by Sanford to transmit wastewater from the point of connection from the Collection System to the headworks of the Sanford Wastewater Plant.

- f) **Wastewater Impact Fees** – Fees and charges established and collected by Sanford to purchase Wastewater Service Capacity sold hereunder.

Section 3. Purpose. Subject to the terms and conditions hereinafter set forth, Sanford shall sell and provide to Lake Mary, and Lake Mary shall purchase, wastewater capacity for up to 15 homes in Waterside. The estimated flow from this development is approximately 4,500 GPD. The intent of this Agreement is for Sanford to provide sewer service to Lake Mary and for Lake Mary to provide retail sewer service to Waterside.

Section 4. Term. This Agreement shall continue in full force and effect from the complete execution hereof and thereafter in perpetuity until both Parties mutually agree to terminate. Terms and conditions may be modified from time to time at the agreement of both Parties.

Section 5. Provisions of Wastewater Service Capacity. Sanford shall provide wastewater service capacity to Lake Mary in the following manner and subject to the following terms and conditions.

a) **Sewer Service Purchase.** Lake Mary has identified, and subject to the terms and conditions hereinafter set forth, Sanford has agreed to provide wastewater service to satisfy Lake Mary's wastewater service needs for up to fifteen (15) homes in Waterside of approximately 4,500 GPD. Lake Mary shall pay monthly for the wastewater services provided based on the reading of the homeowners' water meters. Wastewater services shall begin at the issuance of a certificate of occupancy for each home. Sanford's obligation to provide approximately 4,500 GPD shall be contingent upon Lake Mary's payment to Sanford of applicable Wastewater Impact Fees upon Sanford's execution of the Florida Department of Environmental Protection (FDEP) permit applications for said capacity or any portion thereof. If wastewater impact fees are not paid by Lake Mary as set forth hereinabove, all rights and obligations under the Agreement shall be terminated.

b) **Operation and Maintenance of Facilities.** Waterside HOA (and Developer in Phase II until turnover) shall be responsible for the operation, maintenance and replacement of the Collection System to the Point of Connection to the Transmission System. Operation, maintenance and replacement of the Transmission System to the Point of Connection into the Collection System shall be the responsibility of Sanford.

c) **Metering.** Lake Mary has metered Phase I of Waterside and shall furnish and install potable water metering equipment capable of measuring all potable water flow for Phase II. The

metering equipment shall remain the property of Lake Mary and Lake Mary shall be responsible for the operation, maintenance and replacement of the metering equipment. Lake Mary shall provide the individual water meter readings monthly to Sanford for homes as they receive their certificate of occupancy. These readings will be used to comply with Section 7 of this Agreement. Further, Sanford may read the meters at any time and have access thereto for testing purposes. Written results of the Sanford meter tests shall be provided to Lake Mary.

d) Wastewater Service Capacity.

1) Both Parties agree that after connection of the Phase II Collection System to the Transmission System as provided herein, Sanford will continuously provide to Lake Mary, in accordance with the provisions of the Agreement, Wastewater Service Capacity for Waterside in an amount not to exceed 4,500 GPD and in a manner conforming with all applicable governmental requirements; provided, however, Sanford's obligation shall be consistent with and not greater than, Sanford's obligation to provide wastewater service to the public generally. Upon connection of the Collection System to the Transmission System, any customers that have or will connect to the Collection System shall be customers of Lake Mary and shall pay user charges as defined in Section 7 of this Agreement. Wastewater Impact Fees for such customers shall be calculated and paid at Sanford's rate.

2) Lake Mary agrees that the wastewater to be treated by Sanford will consist of wastewater as would be considered normal for a residential connection as defined in Section 2 d) above. Lake Mary further agrees to prohibit any dumping or discharge into the Collection System which would result in wastewater flowing into Sanford's Wastewater System which does not comply with Sanford's Wastewater System use rules. Should such wastewater flow into Sanford's Wastewater System, Lake Mary, upon notice of same, shall ensure to the best of its ability, such discharge is immediately discontinued using due diligence and emergency police powers as required under the circumstances. The occurrence of such a discharge shall not be construed as a default by Lake Mary under this Agreement, provided the discharge is not caused by the conduct of Lake Mary and Lake Mary uses due diligence and emergency police powers as required under the circumstances to ensure such discharge and future potential discharge is discontinued and prevented.

3) Lake Mary agrees that in the operation and maintenance of Sanford's Wastewater System, Sanford has certain obligations to protect the health, safety and welfare of the

public and to prevent undue burden to Sanford's customers resulting from extraordinary discharges attributable to Lake Mary. Lake Mary agrees that all sewage or wastewater collected by the Waterside HOA and transmitted to Sanford shall comply with the pretreatment requirements of Sanford as specified in Sanford's Wastewater System User Rules Ordinance, prior to introduction into Sanford's Wastewater System. Lake Mary further agrees that Sanford may, at Sanford's sole option, require pretreatment and/or special features such as grease traps to ensure such conformity. Lake Mary, for itself and its customers, agrees to abide by all sewer use ordinances, resolutions, rules and regulations related to the use of and discharge to Sanford's Wastewater System as may be adopted from time to time by Sanford. Sanford shall provide Lake Mary copies of all applicable Sanford ordinances, resolutions, rules and regulations now in effect and as may be adopted or amended by Sanford from time to time.

Section 6. Payment of Wastewater Impact Fees. Sanford shall reserve for Lake Mary 4,500 GPD of Wastewater Capacity at the current rate in effect at the time of Sanford's execution of the FDEP permit application for said capacity or any portion thereof. Lake Mary shall pay Sanford Wastewater Impact Fees for each home at the time the FDEP permit is executed. The impact fee should be charged at the outside city limit rate, which has been established by the Sanford City Commission, at the time of connection.

Section 7. Wastewater User Charges. Sanford agrees to provide Wastewater Service Capacity to Lake Mary pursuant to the terms and conditions herein. Upon the issuance of a certificate of occupancy for each connection, Lake Mary will be charged a fixed base charge reserving availability of service, consistent with the rate charged to residential customers outside Sanford's corporate limits, with a meter of equivalent size. Additionally, wastewater usage fees will be charged consistent with the rate charged to residential customers outside the Sanford corporate limits. Lake Mary agrees to bill the users at Waterside as a pass-through provision, and remit to Sanford monthly the fixed base charge and the amount of volume sewer charges, but not more than the maximum residential sewer consumption of 12,000 gallons per month per connection. Lake Mary agrees to pay for wastewater service at the above-mentioned rates and agrees to make payments to Sanford within thirty (30) days from the date of billing detailing the actual meter reading at the beginning and end of the billing period, the quantity of gallons used in thousands and the calculated amounts owed. Lake Mary shall be solely responsible to Sanford for payment of monthly bills.

Section 8. Changes of Rates. In the event Sanford, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule applicable to wastewater service furnished, including wastewater impact fees, Sanford shall forward to Lake Mary a copy of such rate schedule or amended rate schedule prior to the effective date thereof, and shall substitute such rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such wastewater service, including wastewater impact fees, commencing with the next billing period after the effective date.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties herein, and no right or cause of action shall accrue under or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 10. Assignment. This Agreement shall be binding on the Parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations hereunder to any other party.

Section 11. Default.

(a) Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it pursuant to the laws of the State of Florida including, but not limited to, injunction to prevent default, or specific performance to enforce this Agreement, subject to State law.

(b) In the event of default by Sanford, Lake Mary shall be entitled to any and all remedies available to customers of the Sanford water and sewer system.

(c) Each of the Parties hereto shall give the other party written notice as provided hereinafter of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults, and shall otherwise comply with any State or local law and interlocal agreement designed to resolve disputes between local governments.

Section 12. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the designated official at the address set forth opposite the party's name below, or to such other official or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

For Lake Mary: City Manager
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

For Sanford: City Manager
City of Sanford
P.O. Box 1788
Sanford, FL 32772-1788

Section 13. Liability. Sanford shall make all reasonable efforts to prevent interruption of service, and when such interruption occurs, shall endeavor to re-establish service with the shortest delay consistent with safety to its customers and the general public.

Section 14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

Section 15. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 17. Entire Agreement. Effect on Prior Agreement. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. The 2007 Agreement is terminated. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement for the purposes herein expressed on the date and year indicated below.

ATTEST:

CITY OF LAKE MARY

By: _____
Carol A. Foster, City Clerk

David J. Mealor, Mayor

Date: _____

Approved as to form and
Legal sufficiency

City Attorney

ATTEST:

CITY OF SANFORD

Cynthia Porter, City Clerk

By: _____
Jeff Triplett, Mayor

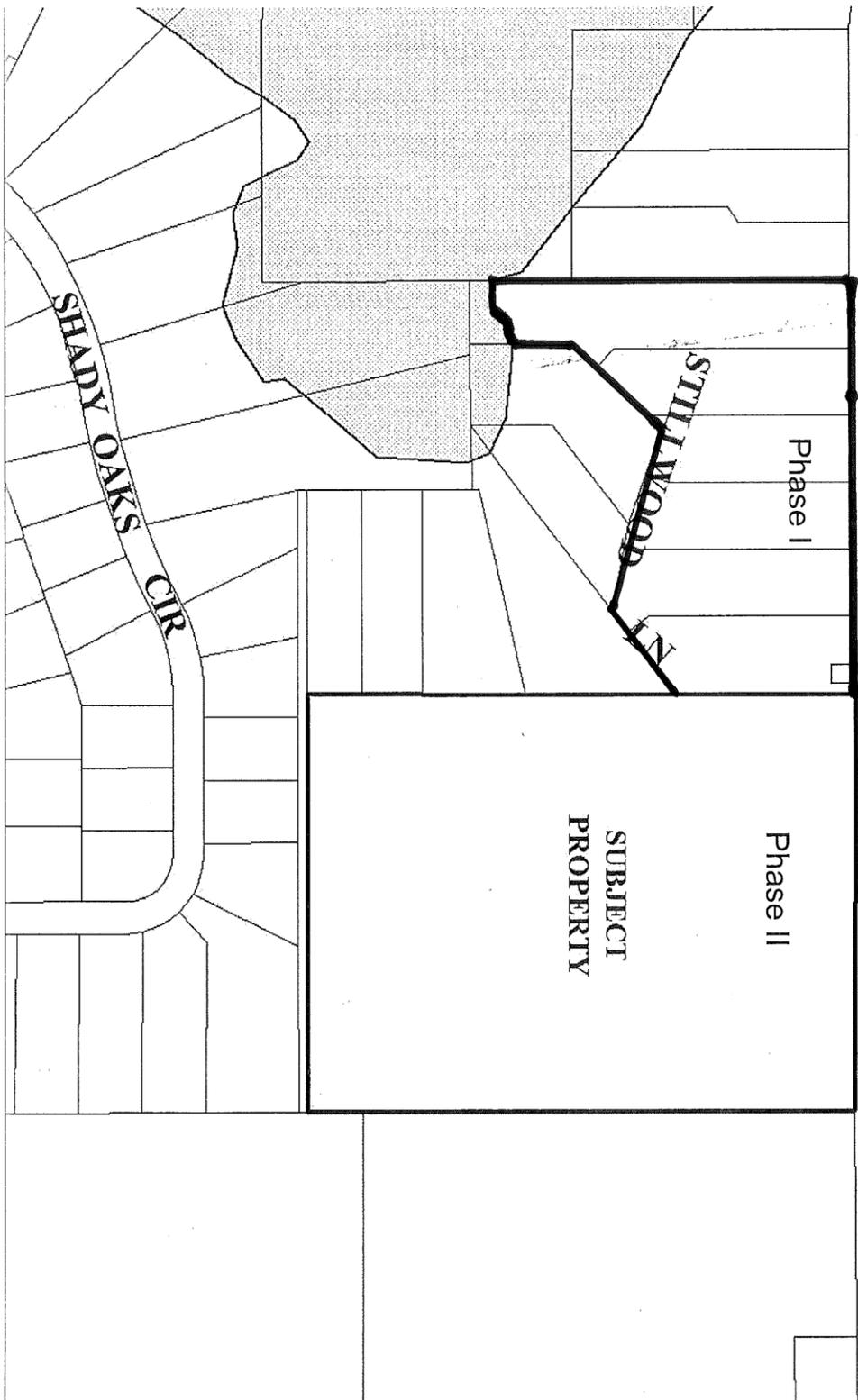
Date: _____

Approved as to form and
Legal sufficiency

City Attorney

Exhibit "A"

W LAKE MARY BLVD





MEMORANDUM

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1556 - Amending the City of Lake Mary Firefighters' Retirement System - First Reading (Public Hearing) (Dianne Holloway, Finance Director)

DISCUSSION:

Annual actuarial valuations are performed on defined benefit plans to measure plan liabilities and to calculate how much an employer must contribute to the pension fund annually. Actuarial assumptions are adopted by the Board of the pension plan to determine the long-term projection of liabilities and systematic funding requirements. Most actuaries will state that a study of assumptions and experience investigation should be performed about every five years.

Recently, the Board of the Lake Mary Firefighters' Retirement System (Plan) authorized Gabriel Roeder Smith & Company (GRS), the Plan's actuary, to perform an Assumption Study and Experience Investigation. The Board requested the study to validate the annual actuarial valuation that determines if the liabilities and contributions of the plan were reasonable and in the best interest of all parties. GRS has not performed an Assumption Study and Experience Investigation since they became the plan actuaries in 2009. The purpose of such a study is to evaluate the assumptions and methods used, and to describe the financial effect of the recommended assumption and method changes.

Attached is the Assumption Study and Experience Investigation for the eight years beginning October 1, 2008, and ending September 30, 2016. The assumptions evaluated were the rates of salary increases, retirement, mortality, employment

separation, disability, and investment return. GRS does recommend assumption changes that translate to a reduction in the City's required contribution of \$83,292. To compare, the total required contribution for the fiscal year ending September 30, 2018 is \$700,627 or 25.39% of covered payroll. The funded ratio as of October 1, 2016 was 89.8%. The board adopted the assumption changes at its most recent meeting and the City's total required contribution for the fiscal year ending September 30, 2018, will be reduced to \$617,335 or 23.39% of payroll, and a funded ratio as of October 1, 2016, of 89.17%.

The plan members are requesting reconsideration of the interpretation of legislation that became effective July 1, 2011. At that time, the definition of salary was changed to limit overtime eligible to be included in pensionable earnings to a total of 300 hours per calendar year, and Ordinance No. 1452 was adopted to comply. For FLSA purposes, Lake Mary firefighters work 2,912 hours annually. This means that firefighters are required to work 243 hours of overtime hours by reporting for duty. The firefighters have asked that the City review this policy so as not to include the FLSA hours as regular overtime for purposes of complying with this legislative mandate. The attached actuarial impact study was conducted to measure the first year of financial impact of this proposed change. GRS has estimated that the City's required contributions in the first year would increase by \$31,846 or 0.36% of payroll.

In summary, the Board adopted the changes to actuarial assumptions recommended by the Plan's actuary, resulting in a reduction in the City's contributions of \$83,292. The adoption of the proposed ordinance change would increase the City's contribution by \$31,846. Staff believes that adoption of the ordinance would correct an inconsistency in the calculation of pensionable overtime for the firefighters and provide more of a parity in the treatment of overtime consistent with how overtime is treated for the City's employees.

RECOMMENDATION:

The City Commission adopt Ordinance No. 1556 amending the City of Lake Mary Firefighters' Retirement System.

Law Offices

Christiansen & Dehner, P.A.

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

September 15, 2016

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

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

Dear Audrey:

Enclosed please find a proposed ordinance amending the City of Lake Mary Firefighters' Retirement System. This ordinance amends the definition of Salary to indicate that overtime received under the Fair Labor Standards Act (FLSA) will not be included in the regular overtime amount of up to 300 hours.

Please provide a copy of this ordinance to the Board. By copy of this letter to Jackie Sova and Dianne Holloway, I would ask that they confirm that this is the City's intention prior to us requesting an impact statement from the plan's actuary. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

**LECTATED BY
MR. CHRISTIANSEN
BUT SIGNED IN HIS ABSENCE
TO AVOID DELAY IN MAILING**

cc: Jeff Amrose, with enclosure
Jackie Sova, with enclosure
Dianne Holloway, with enclosure
Gabe Vella, with enclosure

ORDINANCE NO. 1556

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, FURTHER AMENDING THE CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE 1209, AS SUBSEQUENTLY AMENDED; BY AMENDING SECTION 1, DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 1, Definitions, to amend the definition of "Salary", to read as follows:

Salary with respect to a Firefighter, means the total compensation for services rendered to the City as a Firefighter reportable on the Member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding lump sum payments of vacation and sick leave made at termination. With respect to a Volunteer Firefighter, Salary means the total cash compensation annually derived from actual services rendered by the Volunteer Firefighter, excluding bonuses, prorated on a monthly basis. For service earned on or after July 1, 2011, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of July 1, 2011 and attributable to service earned prior to the July 1, 2011, may still be included in Salary for pension purposes even if the payment is not actually made until on or after July 1, 2011. Additional hours worked pursuant to the Fair Labor Standards Act (FLSA) shall not be deemed to be overtime. Pensionable overtime shall include up to two hundred forty-three (243) hours of overtime pursuant to the FLSA and up to three hundred (300) hours of non-FLSA overtime.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible

employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Lake Mary.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective on January 1, 2017.

PASSED ON FIRST READING, this 1st day of December, 2016.

PASSED AND ADOPTED ON SECOND READING, this 15th day of December, 2016.

CITY OF LAKE MARY, FLORIDA

DAVID MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

Approved as to form:

CATHERINE D. REISCHMANN,
CITY ATTORNEY

October 13, 2016

Ms. Audrey Ross
Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410

Re: City of Lake Mary Firefighters' Retirement System

Dear Audrey:

As requested, we have prepared the enclosed Actuarial Impact Statement which measures the first year financial impact of amending the definition of pensionable salary to indicate that effective on January 1, 2017 overtime pay received under the Fair Labor Standards Act (FLSA) would not be included in the regular overtime pay which is limited to 300 hours. The calculations in this report are based upon overtime pay data provided by the City.

Summary of Findings

- The required City contribution in the first year would increase by \$31,846 or 0.36% of covered payroll, from \$696,326 (26.20% of covered payroll) to \$728,172 (26.56% of covered payroll).
- The Plan's funded ratio (actuarial value of assets divided by actuarial accrued liability) would decrease from 85.98% to 84.76%.

Other Cost Considerations

- Under Florida Statutes, effective no later than the October 1, 2016 Actuarial Valuation, the Plan will be required to use the same mortality assumption as is used by the Florida Retirement System (FRS). The impact of changing the mortality assumption is not reflected in our calculations.
- As of October 1, 2015 the Actuarial Value of Assets exceeds the Market Value of Assets by approximately \$355,000. This difference will be gradually recognized over the next several years. In turn, the computed employer contribution rate will increase by approximately 1.6% of covered payroll in the absence of offsetting gains.
- Please note that this Actuarial Impact Statement does not reflect any change in the use of annual or accumulated excess Chapter 175 revenue.

The Statement must be filed with the Division of Retirement before the final public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed ordinance to Tallahassee.

Required Disclosures

This report was prepared at the request of the Board, and is intended for use by the Retirement System and those designated or approved by the Board. This report may be provided to parties other than the Board only in its entirety and only with their permission.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. Potential effects on other benefit plans were not considered. This report should not be relied on for any purpose other than the purpose described above.

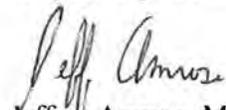
The calculations in this report are based upon overtime pay data provided by the City and upon information furnished by the Plan Administrator for the October 1, 2015 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not otherwise audit the data. We are not responsible for the accuracy or completeness of the information provided by the City and the Plan Administrator.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

Jeffrey Amrose and Trisha Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Respectfully submitted,



Jeffrey Amrose, MAAA
Enrolled Actuary No. 14-6599



Trisha Amrose, MAAA
Enrolled Actuary No. 14-8010

Enclosures

CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM

Impact Statement – October 13, 2016

Description of Amendments

The proposed ordinance amends the definition of pensionable salary to indicate that effective on January 1, 2017 overtime pay received under the Fair Labor Standards Act (FLSA) would not be included in the regular overtime pay which is limited to 300 hours.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Lake Mary Firefighters' Retirement System

Valuation Date

October 1, 2015

Date of Report

October 13, 2016

Report Requested by

Board of Trustees

Prepared by

Jeffrey Amrose

Group Valued

All active and inactive members of the Plan.

Plan Changes Being Considered for Change

The definition of pensionable salary would be amended to indicate that effective on January 1, 2017 overtime pay received under the Fair Labor Standards Act (FLSA) would not be included in the regular overtime pay which is limited to 300 hours.

Actuarial Assumptions and Methods

Same as October 1, 2015 Actuarial Valuation Report with no exceptions. Some of the key assumptions/methods are:

Investment Return	7.5%
Salary Increase	7.5% per year
Cost Method	Entry Age Normal

Amortization Period for Any Change in Actuarial Accrued Liability

20 years

Summary of Data Used in Report

See attached page. Overtime pay data was provided by the City

Actuarial Impact of Proposal(s)

See attached page(s).

Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously

None

Other Cost Considerations

- Under Florida Statutes, effective no later than the October 1, 2016 Actuarial Valuation, the Plan will be required to use the same mortality assumption as is used by the Florida Retirement System (FRS). The impact of changing the mortality assumption is not reflected in our calculations.
- As of October 1, 2015 the Actuarial Value of Assets exceeds the Market Value of Assets by approximately \$355,000. This difference will be gradually recognized over the next several years. In turn, the computed employer contribution rate will increase by approximately 1.6% of covered payroll in the absence of offsetting gains.
- Please note that this Actuarial Impact Statement does not reflect any change in the use of annual or accumulated excess Chapter 175 revenue.

ACTUARIALLY DETERMINED CONTRIBUTION (ADC)

A. Valuation Date	October 1, 2015 <i>Valuation</i>	October 1, 2015 <i>Proposed Plan Change</i>	<i>Difference</i>
B. ADC to Be Paid During Fiscal Year Ending	9/30/2017	9/30/2017	
C. Assumed Date of Employer Contrib.	Evenly	Evenly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 164,546	\$ 175,037	\$ 10,491
E. Employer Normal Cost	631,260	650,024	18,764
F. ADC if Paid on the Valuation Date: D+E	795,806	825,061	29,255
G. ADC Adjusted for Frequency of Payments	825,649	856,001	30,352
H. ADC as % of Covered Payroll	32.62 %	32.79 %	0.17 %
I. Assumed Rate of Increase in Covered Payroll to Contribution Year	5.00 %	5.00 %	0.00 %
J. Covered Payroll for Contribution Year	2,658,070	2,741,408	83,338
K. ADC for Contribution Year: H x J	867,062	898,908	31,846
L. Estimate of State Revenue in Contribution Year	170,736	170,736	0
M. Required Employer Contribution (REC) in Contribution Year	696,326	728,172	31,846
N. REC as % of Covered Payroll in Contribution Year: M ÷ J	26.20 %	26.56 %	0.36 %

ACTUARIAL VALUE OF BENEFITS AND ASSETS

A. Valuation Date	October 1, 2015 <i>Valuation</i>	October 1, 2015 <i>Proposed Plan Change</i>	<i>Difference</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ 15,224,329	\$ 15,663,321	\$ 438,992
b. Vesting Benefits	478,406	493,827	15,421
c. Disability Benefits	151,178	156,417	5,239
d. Preretirement Death Benefits	92,604	95,191	2,587
e. Return of Member Contributions	3,103	3,162	59
f. Total	<u>15,949,620</u>	<u>16,411,918</u>	<u>462,298</u>
2. Inactive Members			
a. Service Retirees & Beneficiaries	5,517,843	5,517,843	-
b. Disability Retirees	554,443	554,443	-
c. Terminated Vested Members	<u>120,148</u>	<u>120,148</u>	<u>-</u>
d. Total	6,192,434	6,192,434	-
3. Total for All Members	22,142,054	22,604,352	462,298
C. Actuarial Accrued (Past Service) Liability under Entry Age Normal	15,336,923	15,557,524	220,601
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	12,831,875	12,831,875	-
2. Actuarial Value	13,187,321	13,187,321	-
F. Unfunded Actuarial Accrued Liability: C-E2	2,149,602	2,370,203	220,601
G. Actuarial Present Value of Projected Covered Payroll	23,800,873	24,643,053	842,180
H. Actuarial Present Value of Projected Member Contributions	1,190,044	1,232,153	42,109
I. Funded Ratio: E2/C	85.98 %	84.76 %	(1.22) %

CALCULATION OF EMPLOYER NORMAL COST

A. Valuation Date	October 1, 2015 <i>Valuation</i>	October 1, 2015 <i>Proposed Plan Change</i>	<i>Difference</i>
B. Normal Cost for			
1. Service Retirement Benefits	\$ 663,854	\$ 684,664	\$ 20,810
2. Vesting Benefits	37,212	38,511	1,299
3. Disability Benefits	12,051	12,468	417
4. Preretirement Death Benefits	4,544	4,682	138
5. Return of Member Contributions	2,197	2,265	68
6. Total for Future Benefits	<u>719,858</u>	<u>742,590</u>	<u>22,732</u>
7. Assumed Amount for Administrative Expenses	<u>37,977</u>	<u>37,977</u>	<u>-</u>
8. Total Normal Cost	757,835	780,567	22,732
As % of Covered Payroll	29.94 %	29.90 %	(0.04) %
C. Expected Member Contribution	126,575	130,543	3,968
As % of Covered Payroll	5.00 %	5.00 %	0.00 %
D. Net Employer Normal Cost: B8-C	631,260	650,024	18,764
As % of Covered Payroll	24.94 %	24.90 %	(0.04) %

PARTICIPANT DATA			
	October 1, 2015 <i>Valuation</i>	October 1, 2015 <i>Proposed Plan Change</i>	<i>Difference</i>
ACTIVE MEMBERS			
Number	37	37	0
Covered Annual Payroll	\$ 2,531,495	\$ 2,610,865	\$ 79,370
Average Annual Payroll	\$ 68,419	\$ 70,564	\$ 2,145
Average Age	39.3	39.3	0.0
Average Past Service	10.5	10.5	0.0
Average Age at Hire	28.8	28.8	0.0
RETIREES, BENEFICIARIES & DROP			
Number	8	8	0
Annual Benefits	\$ 447,498	\$ 447,498	\$ 0
Average Annual Benefit	\$ 55,937	\$ 55,937	\$ 0
Average Age	57.0	57.0	0.0
DISABILITY RETIREES			
Number	2	2	0
Annual Benefits	\$ 44,110	\$ 44,110	\$ 0
Average Annual Benefit	\$ 22,055	\$ 22,055	\$ 0
Average Age	43.7	43.7	0.0
TERMINATED VESTED MEMBERS			
Number	1	1	0
Annual Benefits	\$ 18,540	\$ 18,540	\$ 0
Average Annual Benefit	\$ 18,540	\$ 18,540	\$ 0
Average Age	33.5	33.5	0.0

CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM

*ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION FOR THE EIGHT YEARS ENDED
SEPTEMBER 30, 2016*

November 2016

November 3, 2016

Board of Trustees
Lake Mary Firefighters' Retirement System
Lake Mary, Florida

**Re: Assumption Study and Experience Investigation for the Eight-Year Period Ending
September 30, 2016**

Dear Board Members:

Gabriel, Roeder, Smith & Company is pleased to provide the results of our assumption study and experience investigation for the City of Lake Mary Firefighters' Retirement System. The period covered by this study is October 1, 2008 through September 30, 2016. Based upon the results, certain changes in actuarial assumptions for valuation purposes are recommended.

The Table of Contents, which immediately follows, sets out the material contained in this report.

This Report was prepared at the request of the Board and is intended for use by the Retirement System and those designated or approved by the Board. This Report may be provided to parties other than the Plan only in its entirety and only with the permission of the Board.

The purpose of this Report is to evaluate the assumptions and methods used for the October 1, 2016 and subsequent years' Actuarial Valuations, and to describe the financial effect of the recommended assumption and method changes based on our findings. This Report should not be relied on for any purpose other than the purpose described above.

The study was performed on the basis of participant data and financial information supplied by the Plan Administrator in connection with the valuations performed during the years studied. We checked for internal and year-to-year consistency, but did not otherwise audit this data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator.

The enclosed calculations are based upon the Plan provisions as summarized in the October 1, 2016 Actuarial Valuation Report. If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, or that important Plan provisions relevant to this study are not described, you should contact the undersigned prior to relying on this information.

The measurement date used for calculating the financial effect of the assumption and method changes was October 1, 2016. Future actuarial measurements may differ significantly from the current measurements presented in this Report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic

or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Jeffrey S. Amrose and Trisha Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

This Report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Gabriel, Roeder, Smith & Company will be pleased to review this Report with the Board of Trustees and to answer any questions pertaining to the valuation.

Respectfully submitted,

GABRIEL, ROEDER, SMITH & COMPANY

By 

Jeffrey S. Amrose, MAAA
Enrolled Actuary No. 14-6599

By 

Trisha Amrose, MAAA
Enrolled Actuary No. 14-8010

CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EIGHT-YEAR EXPERIENCE INVESTIGATION

TABLE OF CONTENTS

<i>Item</i>	<i>Page No.</i>
Summary of Findings	1
Assumption Study and Experience Investigation Results	3
Methodology	3
Basic Results and Conclusions	
Rates of Salary Increase	4
Rates of Payroll Growth	5
Rates of Retirement	6
Rates of Mortality	8
Rates of Employment Withdrawal	10
Rates of Disability	11
Rate of Investment Return	12
Appendices	
Appendix A: Comparison of Actual and Expected Annual Salaries	16
Appendix B: Comparison of Historical Payroll Growth	17
Appendix C: Comparison of Actual and Expected Retirements	18
Appendix D: Comparison of Actual and Expected Separations	19
Appendix E: Comparison of Actual and Expected Disabilities	20
Appendix F: Purpose of an Actuarial Valuation	21

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

SUMMARY OF FINDINGS

The eight-year period (October 1, 2008 to September 30, 2016) covered by this assumption study and experience investigation provided sufficient data to form a basis for recommending updates in the following demographic and financial assumptions used in the actuarial valuation of the Pension Plan.

Recommended changes in actuarial assumptions resulting from this assumption study and experience investigation, including the first-year impact on required contributions as a dollar amount and as a percent of covered payroll, and the first year impact on the funded ratio are summarized below. *Note: The sum of the individual cost impacts does not equal the impact of all changes combined due to the interaction of Plan provisions and actuarial assumptions with one another and the effect that one assumption change can have on the impact of another assumption change.*

For comparison purposes, the total required City contribution for the fiscal year ending September 30, 2018 is \$700,627 or 25.39% of covered payroll and the funded ratio as of October 1, 2016 was 89.8%.

Our recommendations are as follows:

- Update the future salary increase assumption and payroll growth assumption to reflect lower observed salary increases, on average, than expected.

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
(\$241,129) or (7.98%) of covered payroll	+4.07%

- Update assumed rates of future retirement to reflect generally lower observed early and normal retirement than expected.

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
+\$1,932 or +0.07% of covered payroll	(0.04)%

- Update assumed rates of future withdrawal from employment based on actual experience (to reflect generally lower observed withdrawal experience than expected).

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
+\$8,279 or +0.30% of covered payroll	+0.46%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

SUMMARY OF FINDINGS (CONTINUED)

- Update assumed rates of future disability to reflect greater observed disability experience than expected.

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
+\$7,451 or +0.27% of covered payroll	+0.32%

- Combined effect of all of the above assumption changes (salary increase rates, retirement rates, mortality rates, rates of withdrawal from employment, and disability rates).

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
(\$227,140) or (7.45%) of covered payroll	+4.85%

- Combined effect of all assumption changes noted above PLUS a change in the investment return assumption from 7.5% to 7.0%, net of investment expenses.

Estimated First Year Impact on Annual Contribution Requirement	Estimated First Year Impact on Funded Ratio
(\$83,292) or (2.00%) of covered payroll	(0.68)%

The effect of all the recommended assumption changes above translates to a required City contribution for the fiscal year ending September 30, 2018 of \$617,335 or 23.39% of covered payroll, and a funded ratio as of October 1, 2016 of 89.17%.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

The methodology, basic results and conclusions of the eight-year experience investigation of the actuarial assumptions are described below.

Methodology

The expected salaries at the end of each year were obtained by use of the salary scale assumption used in the October 1, 2016 actuarial valuation. The resulting expected salaries were then compared with the actual salaries reported.

The number of members exposed to risk during each period (exposure) was tabulated and the expected incidence of withdrawal (separation of members not eligible for early or normal retirement), retirement and disability were obtained by use of the withdrawal, retirement and disability rates employed in the October 1, 2016 actuarial valuation. The actual number of withdrawals, retirees and disabilities was tabulated and compared with those expected.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Basic Results and Conclusions

Rates of Salary Increase

Observed rates of pay increases were significantly lower than expected during the experience investigation period. It is important to note that the eight year period studied represents a period of low economic growth which may not be representative of the next 20 to 30 years.

We propose revised assumed rates of salary increase with components as follows. Actual versus expected experience is shown in Appendix A on page 16.

SALARY INCREASE ASSUMPTION						
Years of Service	Current Salary Increase Rates			Proposed Salary Increase Rates		
	Assumed General Inflation	Promotion, Productivity & Seniority	Total Current Rates	Assumed General Inflation	Promotion, Productivity & Seniority	Total Proposed Rates
1 - 2	2.5%	5.0%	7.5%	2.5%	5.5%	8.0%
3 - 10	2.5%	5.0%	7.5%	2.5%	3.0%	5.5%
11 - 15	2.5%	5.0%	7.5%	2.5%	2.0%	4.5%
16 +	2.5%	5.0%	7.5%	2.5%	1.5%	4.0%
Total	2.5%	5.0%	7.5%	2.5%	2.9%	5.4%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Payroll Growth Assumption

The payroll growth assumption is currently 5% per year for purposes of projecting the contribution amount one year beyond the valuation date and for purposes of amortizing the Unfunded Actuarial Accrued Liability (UAAL). According to Chapter 112, Florida Statutes, the payroll growth assumption for purposes of amortizing the UAAL may not exceed the average growth over the past ten years which was 2.19%.

The historical covered payroll for all active members is shown in Appendix B on page 17. Based on the past experience and the recommended salary scale assumption we propose setting the payroll growth assumption equal to 3.0%.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Retirement

In general, the observed number of early and normal retirements was lower than that expected under the assumed rates of retirement used in the October 1, 2016 actuarial valuation. The current and proposed retirement rates are shown in the following tables. Actual versus expected experience is shown in Appendix C on page 18.

EARLY RETIREMENT RATES		
Members Eligible for Early Retirement		
Age	Current Assumed Rates	Proposed Retirement Rates
50	5.0%	5.0%
51	5.0%	5.0%
52	5.0%	5.0%
53	5.0%	5.0%
54	5.0%	5.0%
Total	5.0%	5.0%

NORMAL RETIREMENT RATES UNDER THE 20 AND OUT PROVISION		
Years After 1st Normal Ret.	Current Assumed Rates	Proposed Retirement Rates
0	35.0%	15.0%
1	20.0%	15.0%
2	20.0%	15.0%
3	20.0%	50.0%
4	20.0%	100.0%
5	100.0%	100.0%
Total	23.9%	28.5%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Retirement (continued)

NORMAL RETIREMENT RATES UNDER THE 55/5 PROVISION		
Age	Current Assumed Rates	Proposed Retirement Rates
55	100.0%	50.0%
56	100.0%	50.0%
57	100.0%	50.0%
58	100.0%	50.0%
59	100.0%	50.0%
60	100.0%	100.0%
Total	100.0%	60.0%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Mortality

The mortality assumption used in our October 1, 2015 Actuarial Valuation Report was based on the RP-2000 Combined Healthy Participant Mortality Tables for males and females, including a provision to project future improvements in mortality to all future years from the year 2000 using Scale AA. For disabled retirees, the regular mortality tables are set forward 5 years in ages to reflect impaired longevity.

The mortality assumption used in our October 1, 2016 Actuarial Valuation Report was changed to the mortality assumption currently used by the Florida Retirement System (FRS) as required under the Florida Statutes. FRS usually updates their mortality assumption once every five years after an experience study is completed. FRS' mortality assumption was last updated effective with their July 1, 2014 actuarial valuation. The current FRS mortality assumption is described below:

Healthy Mortality (Pre-Retirement and Post-Retirement) for Special Risk Class Members

- Female Non-Disabled: RP-2000 Generational, 100% Annuitant White Collar, Scale BB
- Male Non-Disabled: RP-2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Mortality for Special Risk Class Members

- Female Disabled: 60% of the RP-2000 mortality and 40% of the RP2000 Mortality with a White Collar adjustment for disabled annuitants and ages set-forward 2 years
- Male Disabled: 60% of the RP-2000 mortality and 40% of the RP2000 Mortality with a White Collar adjustment for disabled annuitants and ages set-back 4 years

Comparisons of life expectancies with the current healthy and disabled mortality rates versus the new FRS healthy and disabled mortality rates are shown in the following tables.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Mortality (continued)

LIFE EXPECTANCY COMPARISON - HEALTHY MORTALITY (Current versus Proposed Mortality Assumption)				
Sample Attained Ages (in 2015)	Current Assumption - RP-2000 Combined Healthy Participant Mortality Table Projected using Scale AA		Proposed Assumption - Current FRS Healthy Mortality Assumption (Special Risk)	
	Male	Female	Male	Female
50	84.35	85.68	83.78	88.21
55	84.23	85.71	84.14	88.19
60	84.29	85.93	84.56	88.29
65	84.68	86.44	85.17	88.56
70	85.48	87.32	86.05	89.10
75	86.68	88.59	87.34	90.04
80	88.45	90.28	89.15	91.43

LIFE EXPECTANCY COMPARISON - DISABLED MORTALITY (Current versus Proposed Mortality Assumption)				
Sample Attained Ages (in 2015)	Current Assumption - RP-2000 Combined Healthy Participant Mortality Table Set Forward 5 Years and Projected using Scale AA		Proposed Assumption - Current FRS Disabled Mortality Assumption (Special Risk)	
	Male	Female	Male	Female
50	79.94	81.01	73.74	77.06
55	79.90	81.15	75.77	78.37
60	80.19	81.64	77.91	79.90
65	80.92	82.51	80.15	81.62
70	82.12	83.80	82.52	83.58
75	83.81	85.50	85.02	85.86
80	86.13	87.67	87.80	88.48

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Employment Withdrawal

The observed rate of employment withdrawals was slightly less than expected during the experience investigation period.

The current and proposed withdrawal rates are shown in the following table. Actual versus expected experience is shown in Appendix D on page 19.

WITHDRAWAL RATES		
Age	Current Assumption	Proposed Rates
20 - 24	5.2%	4.5%
25 - 29	4.4%	3.0%
30 - 34	3.1%	2.3%
35 - 39	1.8%	1.5%
40 - 44	0.9%	0.8%
45 - 49	0.1%	0.5%
50 - 54	0.1%	0.1%
Total	2.4%	1.9%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rates of Disability

The actual number of disabilities was higher than the number of expected disabilities. The current and proposed disability rates are shown in the following tables. Actual versus expected experience is shown in Appendix E on page 20.

DISABILITY RATES		
Ages	Current Rate	Proposed Rate
20	0.03%	0.14%
25	0.03%	0.19%
30	0.04%	0.19%
35	0.05%	0.29%
40	0.07%	0.34%
45	0.10%	0.58%
50	0.18%	1.06%

CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS

Rate of Investment Return

The selection of the actuarial assumed rate of return is a major decision. It has even been a controversial topic for many pension boards and outside observers at times.

HOW TO DETERMINE THE ACTUARIAL ASSUMED RATE OF RETURN

The assumed net long-term expected rate of return is the Plan fiduciaries' best estimate of the future compound investment return of the fund, net of investment-related expenses.

A building block approach should be used, in which the expected real returns (net of inflation) for each asset class in which the Plan is invested are estimated and multiplied by the target asset allocation percentage of that asset class.

City of Lake Mary Firefighters' Retirement System's Asset Allocation

The fund's Investment Policy Statement provides a broad target asset allocation as follows:

Asset Class	Target
Domestic Equity Securities	35%
Foreign Equity Securities	15%
<i>Total Equity</i>	50%
Broad Market Fixed Income	25%
<i>Total Fixed Income</i>	25%
Real Estate	10%
MLP's	5%
Convertible Securities	10%
<i>Total TIPS, Real Estate & Alternatives</i>	25%
Cash & Cash Equivalents	0%

FORWARD-LOOKING CAPITAL MARKET ASSUMPTIONS

Best practice for selecting the net investment return assumption considers a fund's asset allocation and reliable forecasts for capital market assumptions for each relevant asset class.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rate of Investment Return (Continued)

GRS is not an investment consulting firm and does not provide investment consulting or forecasting services. But GRS maintains a survey of the forecasts of capital market assumptions from the following eight (8) major national investment consulting and forecasting firms to obtain a consensus:

Eight Major National Investment Consultants and Forecasters		
BNY/Mellon	Mercer	R. V. Kuhns & Associates
Aon Hewitt Ennis Knupp	NEPC	Pension Consulting Alliance
J. P. Morgan	Wilshire	

Mapping the Target Asset Allocation

The eight major national investment consultants do not all express their capital market assumptions in exactly the same asset classes as expressed above, so we have mapped the fund's asset allocation to the "best fit" asset classes of each investment consultant.

Build-up of Comparable Net Expected Returns

Column (2) in the following table shows the results of applying the mapping and calculation process of the gross 1-year returns for each of the eight investment consultants. These are called the "arithmetic means".

Investment Consultant	Investment Consultant Expected Nominal Return	Investment Consultant Inflation Assumption	Expected Real Return (2)-(3)	Actuary Inflation Assumption	Expected Nominal Return (4)+(5)	Investment and Active Management Expenses	Recognized Value for Active Management	Expected Nominal Return Net of Expenses (6)-(7)+(8)	Standard Deviation of Expected Return (1-Year)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	6.31%	2.50%	3.81%	2.50%	6.31%	0.50%	0.40%	6.21%	11.62%
2	6.40%	2.25%	4.15%	2.50%	6.65%	0.50%	0.40%	6.55%	11.95%
3	6.51%	2.20%	4.31%	2.50%	6.81%	0.50%	0.40%	6.71%	10.65%
4	6.60%	2.25%	4.35%	2.50%	6.85%	0.50%	0.40%	6.75%	11.44%
5	6.58%	2.00%	4.58%	2.50%	7.08%	0.50%	0.40%	6.98%	11.64%
6	6.41%	1.56%	4.84%	2.50%	7.34%	0.50%	0.40%	7.24%	11.50%
7	7.11%	2.26%	4.85%	2.50%	7.35%	0.50%	0.40%	7.25%	10.82%
8	7.23%	2.20%	5.03%	2.50%	7.53%	0.50%	0.40%	7.43%	12.23%
Average	6.64%	2.15%	4.49%	2.50%	6.99%	0.50%	0.40%	6.89%	11.48%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rate of Investment Return (Continued)

Normalizing for Inflation

Since each investment consultant uses slightly different inflation assumptions, in columns (3) through (6) the returns are normalized for inflation so that each investment consultant's gross 1-year returns includes the same inflation assumption.

Returns Net of Investment-related Expenses

Investment consultants and forecasters generally provide their expected returns gross of investment-related expenses. However, for funding and financial reporting purposes, the actuarial return assumption is net of investment-related expenses, so that the investment earnings assumed to accumulate over time are net of the fees and costs needed to generate the amounts available to pay benefits. The investment-related expenses for the Plan's fund is approximately 0.5%, including asset custody fees, investment consultant fees, hard dollar investment management fee from individually-managed portfolios and other investment fees.

The Actuarial Standards of Practice suggest the use of an assumption that is net of the expenses that would be required for a passive investment approach for the same portfolio (passive fees are estimated to be 0.10% in this case). Added value from active management can be recognized in excess of that, but not for more than the difference between active and passive management fees. While excess "alpha" returns may be expected by some to be achieved by the Plans' current and future investment managers and investment consultant, we cannot add alpha value in our assessment or development of our recommendation for the net investment return assumption.

Column (9) shows the expected nominal (i.e., including inflation) return for any given 1-year period, net of investment-related expenses. These are called the expected "arithmetic means".

ARITHMETIC AND GEOMETRIC MEANS

Arithmetic expected returns represent the investment forecaster's expectation for any one given year. Geometric expected returns represent the investment forecaster's expectation for the average compound return over a given horizon period. Everything in the table on the previous page relates to arithmetic means.

Geometric compounded average returns are always lower than arithmetic average returns. Actuarial valuations use compounding for measuring costs and liabilities. That is why the expected compound average return (geometric mean) is more appropriate for an actuarial investment return assumption.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION RESULTS**

Rate of Investment Return (Continued)

As an investment return assumption, the geometric expected return is the return assumption that has a 50% chance of being achieved as a compound average over time. The geometric expected returns for the eight investment consultants are shown in the following table.

Investment Consultant	Distribution of 20-Year Average Geometric Net Nominal Return			Probability of exceeding	Probability of exceeding	Probability of exceeding	Probability of exceeding
	40th	50th	60th	7.50%	7.00%	6.75%	6.28%
(1)	(2)	(3)	(4)	(5)	(5)	(5)	(5)
1	4.92%	5.57%	6.23%	22.94%	29.13%	32.50%	39.25%
2	5.21%	5.88%	6.56%	27.21%	33.72%	37.21%	44.05%
3	5.58%	6.18%	6.78%	28.95%	36.49%	40.50%	48.32%
4	5.50%	6.14%	6.79%	29.74%	36.81%	40.56%	47.85%
5	5.70%	6.35%	7.01%	32.90%	40.12%	43.89%	51.13%
6	5.99%	6.63%	7.28%	36.74%	44.28%	48.17%	55.52%
7	6.10%	6.71%	7.32%	37.15%	45.19%	49.33%	57.12%
8	6.06%	6.74%	7.43%	39.00%	46.19%	49.86%	56.78%
Average	5.63%	6.28%	6.92%	31.83%	38.99%	42.75%	50.00%

As shown in the table, the average expected geometric return (or the 50th percentile of compound average returns) among all eight of the investment consultants is 6.28%. The range of expected geometric returns is 5.57% to 6.74%. In other words, the consensus opinion is that there is a 50-50 chance of achieving a 6.28% net investment return compounded over time.

RECOMMENDATION

Over the long-term, we recommend targeting the average geometric mean return. However, based on our analysis and the current range of the average of the arithmetic mean returns among the eight investment consultants, we propose a net investment return assumption for the City of Lake Mary Firefighters' Retirement System of 7.00%. We recognize that the capital market assumptions of the investment consultant for the Plan may vary from the average of the eight investment consultants listed herein, and that an average must be viewed within a reasonable range of possibilities.

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

APPENDIX A

COMPARISON OF ACTUAL AND EXPECTED ANNUAL MEMBER SALARIES

ANNUAL SALARY INCREASES By Years of Service									
Years of Service	Prior Year	Current Assumption				Actual Experience			
		Expected Pay	% Increase	Assumed Inflation	Assumed Real Incr	Actual Pay	% Increase	Observed Inflation	Observed Real Incr.
1 - 2	2,364,560	2,541,902	7.5%	2.5%	5.0%	2,523,814	6.7%	1.2%	5.5%
3 - 10	8,769,317	9,427,016	7.5%	2.5%	5.0%	9,017,215	2.8%	1.2%	1.6%
11 - 15	3,370,752	3,623,558	7.5%	2.5%	5.0%	3,441,707	2.1%	1.2%	0.9%
16 +	3,016,271	3,242,491	7.5%	2.5%	5.0%	3,041,117	0.8%	1.2%	-0.4%
Total	17,520,900	18,834,968	7.5%	2.5%	5.0%	18,023,853	2.9%	1.2%	1.7%

PROPOSED SALARY INCREASE ASSUMPTION			
Years of Service	Proposed Salary Increase Rates		
	Assumed General Inflation	Promotion, Productivity & Seniority	Total Proposed Rates
1 - 2	2.5%	5.5%	8.0%
3 - 10	2.5%	3.0%	5.5%
11 - 15	2.5%	2.0%	4.5%
16 +	2.5%	1.5%	4.0%
Total	2.5%	2.9%	5.4%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

PAYROLL GROWTH ASSUMPTION
APPENDIX B

HISTORICAL COVERED PAYROLL FOR ACTIVE MEMBERS					
Val. Date	Covered Payroll	Average Annual Increase			
		Annual	3-Year	5-Year	10-Year
10/1/2016	\$ 2,628,374	3.83%	1.14%	2.10%	2.19%
10/1/2015	2,531,495	-0.27%	2.23%	1.20%	N/A
10/1/2014	2,538,452	-0.07%	2.33%	-0.27%	N/A
10/1/2013	2,540,246	7.23%	2.13%	0.93%	N/A
10/1/2012	2,369,067	-0.01%	-2.72%	-0.27%	N/A
10/1/2011	2,369,262	-0.65%	-0.77%	2.27%	N/A
10/1/2010	2,384,696	-7.34%	-0.22%	N/A	N/A
10/1/2009	2,573,614	6.14%	6.72%	N/A	N/A
10/1/2008	2,424,832	1.00%	N/A	N/A	N/A
10/1/2007	2,400,743	13.39%	N/A	N/A	N/A
10/1/2006	2,117,306	N/A	N/A	N/A	N/A

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

APPENDIX C

COMPARISON OF ACTUAL AND EXPECTED RETIREMENTS

EARLY RETIREMENT EXPERIENCE							
Members Eligible for Early Retirement							
Age	Exposure	Expected Ret.'s	Current Assumed Rates	Actual Ret.'s	Actual Rates	Expected Retirements (Proposed Rates)	Proposed Retirement Rates
50	2	0.10	5.0%	0	0.0%	0.10	5.0%
51	3	0.15	5.0%	0	0.0%	0.15	5.0%
52	1	0.05	5.0%	0	0.0%	0.05	5.0%
53	1	0.05	5.0%	0	0.0%	0.05	5.0%
54	1	0.05	5.0%	0	0.0%	0.05	5.0%
Total	8	0.40	100.0%	0	0.0%	0.40	5.0%

NORMAL RETIREMENT EXPERIENCE UNDER THE 20 AND OUT PROVISION							
Years After 1st Normal Ret.	Exposure	Expected Ret.'s	Current Assumed Rates	Actual Ret.'s	Actual Rates	Expected Retirements (Proposed Rates)	Proposed Retirement Rates
0	6.0	2.1	35.0%	1.0	16.7%	0.9	15.0%
1	6.0	1.2	20.0%	1.0	16.7%	0.9	15.0%
2	5.0	1.0	20.0%	1.0	20.0%	0.8	15.0%
3	4.0	0.8	20.0%	2.0	50.0%	2.0	50.0%
4	2.0	0.4	20.0%	2.0	100.0%	2.0	100.0%
5	0.0	0.0	100.0%	0.0	N/A	0.0	100.0%
Total	23.0	5.5	23.9%	7.0	30.4%	6.6	28.5%

NORMAL RETIREMENT EXPERIENCE UNDER THE 55/5 PROVISION							
Age	Exposure	Expected Ret.'s	Current Assumed Rates	Actual Ret.'s	Actual Rates	Expected Retirements (Proposed Rates)	Proposed Retirement Rates
55	2.0	2.0	100.0%	0.0	0.0%	1.0	50.0%
56	2.0	2.0	100.0%	1.0	50.0%	1.0	50.0%
57	2.0	2.0	100.0%	1.0	50.0%	1.0	50.0%
58	1.0	1.0	100.0%	0.0	0.0%	0.5	50.0%
59	1.0	1.0	100.0%	0.0	0.0%	0.5	50.0%
60+	2.0	2.0	100.0%	0.0	N/A	2.0	100.0%
Total	10.0	10.0	100.0%	2.0	20.0%	6.0	60.0%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

APPENDIX D

COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS

WITHDRAWAL EXPERIENCE							
Age	Exposures	Expected Withdrawals	Current Rates	Actual Withdrawals	Actual Rates	Expected Withdrawals (Proposed Rates)	Proposed Rates
20 - 24	12	0.62	5.2%	1	8.3%	0.54	4.5%
25 - 29	48	2.11	4.4%	1	2.1%	1.44	3.0%
30 - 34	62	1.93	3.1%	1	1.6%	1.43	2.3%
35 - 39	67	1.21	1.8%	0	0.0%	1.01	1.5%
40 - 44	40	0.34	0.9%	1	2.5%	0.32	0.8%
45 - 49	18	0.02	0.1%	0	0.0%	0.09	0.5%
50+	10	0.01	0.1%	0	0.0%	0.01	0.1%
Total	257	6.24	2.4%	4	1.6%	4.83	1.9%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

APPENDIX E

COMPARISON OF ACTUAL AND EXPECTED DISABILITIES

DISABILITY EXPERIENCE							
Age	Exposure	Expected Disabilities	Current Assumed Rates	Actual Disabilities	Actual Rates	Expected Disabilities (Proposed Rates)	Average Proposed Rates
20 - 24	12	0.00	0.03%	0	0.00%	0.02	0.14%
25 - 29	48	0.02	0.04%	0	0.00%	0.09	0.19%
30 - 34	62	0.02	0.04%	1	1.61%	0.12	0.19%
35 - 39	67	0.04	0.06%	0	0.00%	0.19	0.29%
40 - 44	42	0.03	0.07%	0	0.00%	0.14	0.34%
45 - 49	26	0.03	0.12%	0	0.00%	0.15	0.58%
50 - 54	27	0.06	0.22%	0	0.00%	0.29	1.06%
Total	284	0.21	0.07%	1	0.35%	1.00	0.35%

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM
ASSUMPTION STUDY AND EXPERIENCE INVESTIGATION**

APPENDIX F

Purpose of the Actuarial Valuation

In a defined benefit pension plan, an employer makes a promise to its employees of a lifetime pension. The amount of the monthly pension is determined by a *benefit formula* which is often based upon a multiplier percentage and the number of years of service and the average final earnings of the employee.

The employer must design and follow a systematic plan for advance-funding this obligation. That is accomplished by establishing a pension fund and performing annual actuarial valuations to measure the liabilities associated with the obligation and to calculate how much the employer must contribute to the pension fund in order to make good on its promise.

The calculations in the actuarial valuation are performed each year to re-measure the liabilities. The stakeholders need to know how the plan is doing in its goal of systematically financing the promised benefits. So it is important to make the actuarial calculations in accordance with the professional actuarial standards of practice and the accounting standards.

Role of Actuarial Assumptions

The nature of the pension promise and its systematic funding require long term projections of the employee workforce (using demographic assumptions) and long term projections of the salaries and investment returns (using economic assumptions). The entire actuarial valuation process depends on the selection and use of reasonable actuarial assumptions as to future demographics and future economics. There are many different actuarial assumptions employed in an actuarial valuation. The primary actuarial assumptions include:

1. Rates of Salary Increases
2. Rates of Retirement
3. Rates of Mortality
4. Rates of Employment Separation
5. Rates of Disability
6. Rate of Investment Return

The actuary and plan management must be comfortable with the actuarial assumptions. The assumptions must be reasonable. Without a level of confidence in the reasonableness of the actuarial assumptions, the stakeholders and users of the valuation results cannot have confidence in the results. However, there is no way to have confidence in the actuarial assumptions unless an actuarial experience study is performed to assess the reasonableness of the current assumptions or to change them to be more in line with past experience and with future expectations.

For this reason the Board has requested that we undertake an actuarial experience study to recommend changes to the actuarial assumptions used in the annual actuarial valuation.



CITY MANAGER'S REPORT

DATE: December 1, 2016
TO: Mayor and City Commission
VIA: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Senior Center Interior Renovation Contract.
2. Mutual Aid Agreement with Orange County Sheriff's Office.
3. Bus Stop and Shelter Removal.
4. Surplus of Turnout Gear.



CITY MANAGER'S REPORT

DATE: December 1, 2016
TO: Mayor and City Commission
FROM: Bryan Nipe, Parks and Recreation Director
VIA: Jackie Sova, City Manager
SUBJECT: Senior Center Interior Renovation Contract

An invitation to bid for the Senior Center interior renovation was solicited on October 9, 2016, with an engineered estimate of \$160,000.00. Proposals from three responsive firms were submitted on November 11, 2016, and evaluated by a team comprised of Parks staff and TGF Architecture Inc.

1. Morton Construction Company - \$152,236.00
2. H&F Construction Services LLC - \$178,429.15
3. Base Construction, Inc. - \$259,990.00

The evaluation team has determined the bid proposal submitted by Morton Construction Company in the amount of \$152,236.00 to be the lowest most responsible and qualified.

RECOMMENDATION:

Request Commission award Bid #17-01 to Morton Construction Company for renovation of the Senior Center in the amount of \$152,236.00, and authorize City Manager to execute contract.

SECTION 00500
AGREEMENT FORM

1. GENERAL

1.01 THIS AGREEMENT, made this _____ day of _____, 20____, by and between (1) the City of Lake Mary, Florida, hereinafter called the City, and (2) _____ doing business as a (3) _____, and hereinafter called the Contractor.

- (1) City
- (2) Contractor
- (3) Sole Proprietor, Partnership, or Corporation

1.02 The City and Contractor agree as follows:

A. Contract Documents

The Contract Documents consist of this Agreement; all Technical, General, and Supplementary Conditions and Sections contained in the Project Manual; the Drawings as listed on the Bid Form and Index to Drawings; all Addenda issued prior to and all Change Orders issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the City of Lake Mary BID NO. **17-01 SENIOR CENTER - AN INTERIOR RENOVATION PROJECT**.

C. Contract Time

The Contractor shall begin work within fourteen (14) calendar days after the issuance of a written Notice to Proceed and shall complete the work within stipulated consecutive calendar days of date of the Notice to Proceed as follows:

- 1. The **SENIOR CENTER - AN INTERIOR RENOVATION PROJECT** shall be Substantially Complete within **Forty Five (45)** days.
- 2. The Work shall be Finally Complete and ready for final payment within **Sixty (60)** days.

D. Liquidated Damages

\$250 per calendar day

E. Contract Price

The City will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order; the Total Contract Price of: _____ Dollars (\$ _____). Payments will be made to the Contractor on the basis of the Schedule of Values included as a part of his Bid, which shall be as fully a part of the

Contract as if attached or repeated herein.

F. Payments

1. The City will make payments as provided in the General Conditions.

G. Retainage

1. Monthly progress payments will be made in accordance with Florida State Statutes.
2. Contractor shall certify by notarized affidavit, at the time of each progress payment that the work covered by the partial payment has been completed in accordance with the Contract Documents; that all amounts have been paid by Contractor for which previous certificates of payment were issued; and that all subcontractors and material men have been paid, as evidenced by waiver of right to claim against Payment Bond form. Contractor shall consent to joint checks with subcontractors and material men in the event it fails to make timely payments when due or to submit affidavits or certificates as requested herein.

H. Professional

The Project shall be directed by the City, or its representative. The City of Lake Mary, referred to in the documents as the City, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

L. Public Records

1. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:
 - a. Keep and maintain all public records required by the City to perform the services herein; and
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Contractor does not transfer the records to the City; and
 - d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

2. All requests to inspect or copy public records relating to the Agreement shall be made directly to the City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
3. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CAROL FOSTER, CITY CLERK, AT 407-585-1423, CFOSTER@LAKEMARYFL.COM, 100 N. COUNTRY CLUB ROAD, LAKE MARY, FLORIDA 32746.**

1.03

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Name of Firm

By (Signature and Title)

Date

ATTEST:

Signature

CITY:

City of Lake Mary, Florida

By (Signature and Title)

Date

ATTEST:

Signature

END OF SECTION



CITY MANAGER'S REPORT

DATE: December 1, 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: Mutual Aid Agreement with Orange County Sheriff's Office

Orange County Sheriff Jerry L. Demings has submitted a request to the City of Lake Mary to renew the Mutual Aid Agreement between the Orange County Sheriff's Office and our agency for traffic enforcement assistance.

This agreement provides for rendering of assistance in law enforcement emergency situations and permits voluntary cooperation and assistance of routine law enforcement across jurisdictional lines.

Our agencies have occasion to conduct joint traffic operations, such as dignitary traffic escorts, which traverse jurisdictional lines and may need additional personnel and equipment from our agency to ensure the safety of the participants and our citizens.

RECOMMENDATION:

The City Commission renew our Mutual Aid Agreement with the Orange County Sheriff's Office and authorize the Mayor to execute same.

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
FOR JOINT TRAFFIC OPERATIONS 2017**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSO"), and the City of [Name], Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render law enforcement assistance to the other for emergency joint traffic operations (e.g., impromptu visit by government dignitary) and related law enforcement situations (e.g., person stopped for traffic offense resists and is subject to arrest).

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines for joint traffic operations and related law enforcement situations (e.g., person stopped for traffic offense resists and is subject to arrest).

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement

assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to City via U.S. Mail shall be addressed to [Address]. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. If an officer from one party takes law enforcement action in the jurisdiction of the other party pursuant to this Agreement, he or she shall notify the agency having jurisdiction and thereafter take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

I. City officers are not empowered under this Agreement to take law enforcement action in Orange County without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final. OCSO deputies are not empowered under this Agreement to take action in City without specifically contacting the City in advance for permission. The decision of the Chief of Police or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such

supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation,

pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. Policy and Training

Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. Forfeiture Litigation

If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a

forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. Powers

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. Law Enforcement Related Off-Duty Employment

This Agreement does not grant law enforcement powers for purposes of law enforcement related off-duty employment.

E. Damages

This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. Amendments

This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. Governing Law and Venue

This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2016.

General Counsel

**CITY OF LAKE MARY
POLICE DEPARTMENT**

Steve A. Bracknell, Chief of Police

Date: _____

**APPROVED:
CITY OF LAKE MARY, FLORIDA**

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF LAKE MARY, FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF LAKE MARY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2016.

Catherine Reischmann, City Attorney



CITY MANAGER'S REPORT

DATE: December 1, 2016
TO: Mayor and City Commission
FROM: Bryan Nipe, Parks and Recreation Director
VIA: Jackie Sova, City Manager
SUBJECT: Bus Stop and Shelter Removal

Construction plans are underway for the first phase of the Central Park master plan implementation. These plans include the construction of an entry feature and accompanying beautification at the northeast corner of 4th Street and Lake Mary Boulevard. A Lynx bus stop and shelter are curbside of the location of the feature and may impede the site line view from the boulevard and sidewalk. Lynx has indicated that the shelter style is obsolete and they are willing to remove the shelter and stop at their cost.

Recommendation:

Staff recommends that the Mayor and Commission approve Lynx to have the bus stop removed and relocated to a nearby location if possible.



CITY MANAGER'S REPORT

DATE: December 1, 2016
TO: Mayor and City Commission
FROM: Frank Cornier, Fire Chief
VIA: Jackie Sova, City Manager
SUBJECT: Surplus of Turnout Gear

My team has once again been approached by a Central American firefighter/police officer from Bolivia, Carlos Canaviris, about donating our used firefighting turnout gear to their less fortunate firefighters in Santa Cruz. These individuals have very little in the way of basic protective equipment and our used gear has proven to be a great enhancement to their overall safety. Firefighter/Paramedic Alonso Millar will be traveling to Bolivia to see family and while he is down there, he will deliver the gear to the Bomberos/Policia de Santa Cruz office.

After performing an audit of our gear, we have again come up with sets of pants and coats that fit the criteria for being taken out of service. This gear has been replaced with newer equipment which meets the newest safety standards. As we had done May 21, 2015, with your approval, we would like to donate our decommissioned gear to this cause.

RECOMMENDATION:

Request Commission declare turnout gear surplus and authorize donation to Bomberos/Policia de Santa Cruz in Bolivia.