



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AMENDED AGENDA
THURSDAY, MAY 21, 2015 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: May 7, 2015**
- 6. Special Presentations**
 - A. City Employee of the 1st Quarter 2015 - Deputy Fire Chief Joe Landreville**
- 7. Citizen Participation - This is an opportunity for anyone to come forward and address the Commission on any matter relating to the City or of concern to our citizens. This also includes: 1) any item discussed at a previous work session; 2) any item not specifically listed on a previous agenda but discussed at a previous Commission meeting or 3) any item on tonight's agenda not labeled as a public hearing. Items requiring a public hearing are generally so noted on the agenda and public input will be taken when the item is considered.**

8. Unfinished Business - None

9. New Business

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

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

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Employee Health Insurance**
- b. Surplus Fire Department bunker gear**

B. Items for Information

- a. Monthly department reports**

12. Mayor and Commissioners Report - (1)

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: June 4, 2015

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

4
5 1. Call to Order

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

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 4. Roll Call

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

Jackie Sova, City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Development Dir.
Bruce Paster, Public Works Director
Tom Tomerlin, Economic Development Mgr.
Wanda Broadway, Human Resources Mgr.
Steve Bracknell, Police Chief
Colin Morgan, Deputy Police Chief
Frank Cornier, Fire Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk

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27
28 5. Approval of Minutes: April 16, 2015

29
30 **Motion was made by Commissioner Lucarelli to approve the minutes of the April**
31 **16, 2015, meeting, seconded by Commissioner Brender and motion carried**
32 **unanimously.**

33
34 Mayor Mealor welcomed the students from Orangewood. They are here as part of their
35 government class. We welcome students from a number of colleges and high schools.
36 Any member of the Commission or staff will be available if they have questions or need
37 additional information.

38
39 6. Special Presentations

40
41 A. Proclamation –National Public Works Week

42
43 The City Attorney read a proclamation proclaiming the week of May 17 – 23, 2015, as
44 “National Public Works Week”.
45

1 Mayor Meador commended Public Works Director Bruce Paster and his team. We have
2 a remarkable accomplishment in terms of the work output of our team.

3
4 Ms. Sova said we do and they are over 1,100 days of no-lost-time injuries.

5
6 Mayor Meador said that's a remarkable compliment to the professionalism of that team.
7 He thanked them for a job well done and asked Mr. Paster to pass that along to his
8 team.

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

17
18 Elizabeth Santarpio, 116 West Lake Mary Avenue, came forward. She said her house
19 was next to the kiddie park. That is not a through street. If you turn onto West Lake
20 Mary Avenue, the first thing you see is Not A Thru Street. The second thing you see is
21 a speed limit sign for 15 MPH. If you turn onto the other end of that street you will see
22 the same thing: Not A Thru Street, 15 MPH.

23
24 Ms. Santarpio said she did an informal traffic study this afternoon. She sat at the edge
25 of her property between the hours of 4:00 P.M. and 5:00 P.M. and counted 25 cars.
26 There are five houses on that street. None of them were neighbors so there are 25
27 people using that as a cut through in one hour. If you take two hours between 4:00
28 P.M. and 5:00 P.M. and 5:00 P.M. and 6:00 P.M. which is rush hour, that's 50 cars. The
29 same thing in the morning with 50 cars. That's 100 cars in a day .

30
31 Ms. Santarpio said there are a lot of kids in that park and she saw a near hit today. A
32 mother was crossing on a bicycle pulling one of those covered things (bike wagon) and
33 her little boy was in front. There was a car coming across the street cutting through and
34 had to slam on its brakes.

35
36 Ms. Santarpio said what she was suggesting are three tabletop speed bumps on that
37 road that hopefully can prevent an accident. She asked the Commission to take that
38 under consideration. It is a very busy street and it shouldn't be. There are all kinds of
39 cars. She counted mostly cars that looked like commuters with a single person in the
40 car. There were only two commercial vans and they were all turning left onto Country
41 Club Road which means they are cutting through probably from Lake Mary Boulevard to
42 avoid the light.

43
44 Ms. Santarpio said on a street that's marked 15 MPH, one car in her estimation was
45 doing the speed limit. That's one car out of 25. If you add up during the day, four out of
46 100 are probably going the speed limit. It is an accident waiting to happen and would

1 love to have the Commission's consideration for three tabletop speed bumps the length
2 of the road.

3
4 Mayor Mealor thanked Ms. Santarpio for bringing this to their attention. Those no cut
5 through signs are out there because of a neighbor that came here with a similar
6 concern. He believed there was a temporary change in attitude and traffic patterns.

7
8 Ms. Sova said this roadway is under our Downtown Traffic Study. We are looking at this
9 issue on this roadway.

10
11 Mr. Omana said we are in the process of conducting with our consulting engineers our
12 Downtown Traffic Study which incorporates an expanded radius of the area. Traffic
13 patterns, circulation patterns, the issues that the lady brought up are being looked at
14 with respect to circulation, methods of slowing and stopping traffic, signalization, so an
15 array of issues are being looked at. He assured the Commission that issue is also
16 being looked out. Once we have the results we will come back to the Commission with a
17 presentation.

18
19 Daniel Kabaza, 1720 Shadow Moss Circle in Magnolia Plantation, came forward. A few
20 months back he was driving down Markham Woods Road right after school and was
21 very close to getting into an accident because a bus stopped on Markham Woods. The
22 speed limit is 45 so it is difficult to do an abrupt stop and he was rear ended. He
23 suggested that there be some kind of bus lane or area where a bus can get off as
24 opposed to the main street. He felt it endangered the children on the bus.

25
26 Mayor Mealor thanked Daniel for taking the time to address this. It is a serious issue but
27 the area is not in the City of Lake Mary but is in Seminole County. Our Chief of Police
28 meets with them on a regular basis. He asked Chief Bracknell to pass this concern to
29 the Sheriff's Department.

30
31 No one else came forward and citizen participation was closed.

32
33 8. Unfinished Business

- 34
35 A. Ordinance No. 1525 – Amending Chapter 155, Appendix C, Stormwater
36 Management Regulations, providing regulation for the construction of
37 underground stormwater management systems on private facilities – Second
38 Reading (Public Hearing) (Bruce Paster, Public Works Director)

39
40 The City Attorney read Ordinance No. 1525 by title only on second reading.

41
42 Mr. Paster stated staff had no additional information at this time.

43
44 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1525. No
45 one came forward and the public hearing was closed.

1 **Motion was made by Commissioner Brender to approve Ordinance No. 1525 on**
2 **second reading, seconded by Commissioner Lucarelli and motion carried by roll-**
3 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
4 **Commissioner Miller, Yes; Commissioner Lucarelli, Yes; Mayor Meador, Yes.**

5
6 9. New Business

- 7
8 A. Request to hire a uniformed police officer (Steve Bracknell, Police Chief)
9 a. Resolution No. 962 –Amending FY15 Budget

10
11 The City Attorney read Resolution No. 962 by title only.

12
13 Chief Bracknell said when he arrived here in '01 , the then-chief Beary and he would
14 meet monthly with the local department heads throughout the County with folks
15 representing DEA, CCIB and other surrounding agencies. It was always our dream to
16 have an officer assigned to the Drug Enforcement Administration Task Force which is
17 located on International Drive. We had tried for years during those meetings, slowly
18 cultivating that opportunity but they simply did not have a slot available. They are very
19 coveted slots at the Drug Enforcement Administration.

20
21 Chief Bracknell said time goes on, Chief Beary leaves and the unit continues to grow.
22 Recently we had a meeting with the head resident agent in charge and he indicated to
23 us that he did have a position for the Lake Mary Police Department. We are the only city
24 that does not participate in the task force. All the other cities have two officers
25 assigned. We want to put one over there. The officer would be a sworn DEA agent. All
26 of his or her overtime would be covered up to just over \$17,000 a year. The opportunity
27 to share in the Forfeiture Funds would be there for us. Under the direction of the City
28 Manager, we sat down with the rep at the DEA building and he laid out what we needed
29 to do. We brought that proposal back to Jackie and are now bringing it to the
30 Commission.

31
32 Ms. Sova said if this is approved with an officer joining the DEA Task Force they would
33 not be available to us anymore and would be assigned into the DEA Task Force. We
34 would be sending an experienced officer and the DEA would select that officer. We will
35 need to hire a lower level new police officer to fill the position. We just don't have the
36 ability right now to work without full staff.

37
38 Deputy Mayor Duryea asked if we could take those funds out of the Police Impact Fee
39 budget.

40
41 Ms. Sova said not the Police Impact Fee funds but the Police Forfeiture Fund. We can
42 pay the new officer out of the Police Forfeiture Fund. When we buy a vehicle we will
43 buy it from impact fees.

44
45 Deputy Mayor Duryea said we don't need a vehicle. We are just transferring somebody.
46

1 Chief Bracknell the person we send over is going to need wheels.

2
3 Ms. Sova said the DEA doesn't provide the vehicle but they will reimburse vehicle
4 expenses.

5
6 Chief Bracknell interjected that fuel is covered.

7
8 **Motion was made by Commissioner Brender to approve Resolution No. 962 and**
9 **authorize the City Manager to execute the contract with the United States**
10 **Department of Justice, Drug Enforcement Administration (DEA), seconded by**
11 **Commissioner Lucarelli and motion carried unanimously.**

12
13 10. Other Items for Commission Action

14
15 There were no items to discuss at this time.

16
17 11. City Manager's Report

18
19 a. Request to amend Solid Waste Collection Schedule

20
21 Ms. Sova said this is a request to amend our solid waste collection schedule with Waste
22 Pro. They have asked us to amend the holiday schedule to allow them to do residential
23 collection on holidays with the exception of Christmas Day. If Christmas Day falls on a
24 Monday, Tuesday or Wednesday the makeup day shall be the preceding Saturday and
25 if Christmas falls on a Thursday or Friday it would be the following Saturday. This
26 would end the confusion we have had for several years on when garbage is picked up
27 when a holiday has happened. We think this is a positive change. She asked the
28 Commission to approve the amendment to the collection schedule.

29
30 **Motion was made by Commissioner Miller to authorize the City Manager to**
31 **execute Amendment #1 to the franchise agreement for solid waste collection**
32 **services with Waste Pro changing the holiday schedule, seconded by**
33 **Commissioner Lucarelli and motion carried unanimously.**

34
35 b. Community Center Parking Lot construction award

36
37 Ms. Sova said this is the Community Center parking lot construction award. At the
38 corner of East Lake Mary and Second Street we own property adjacent to the
39 Community Center. That would provide 42 parking spaces including stormwater
40 collection, landscaping, irrigation, and one overhead light. We did bids and the three
41 that submitted were Central Florida Environmental, Masci General Contractors, and
42 Florida Safety Contractors. We are not awarding to the lowest bid because the lowest
43 bid did have severe reference problems. We want to award to the most responsive
44 bidder, Masci General Contractors, with a base bid of \$227,058.93. We have worked
45 with them before and have been happy with their work. The budgeted amount was
46 \$253,500 so it did come in under budget.

1
2 Ms. Sova asked the Commission to authorize the City Manager to enter into an
3 agreement with Masci General Contractor, Inc. in an amount not to exceed \$227,058.93
4 for the Community Center parking lot construction
5

6 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**
7 **enter into an agreement with Masci General Contractor, Inc. for the Community**
8 **Center parking lot construction in an amount not to exceed \$227,058.93,**
9 **seconded by Commissioner Miller and motion carried unanimously.**

10
11 c. Revised signage for Station House
12

13 Ms. Sova said this item is for revised signage for Station House. Staff has taken a
14 further look and we want to table the item. We are getting ready to do construction on
15 that corner. We opened bids today. We are going to put in a turn lane and have a
16 situation where a lot is going to be happening. She thought they would be beyond the
17 need for this by the time we get all our construction done.
18

19 d. Request to sell surplus firearms
20

21 Ms. Sova said this is a request to sell surplus firearms that the police department has in
22 evidence or has been turned in as unwanted by citizens. They have all been through
23 the required testing process with FDLE. SRT has agreed to purchase them for
24 \$2,350.00 in the form of a credit towards additional supplies that we would buy.
25

26 Ms. Sova requested the Commission declare these firearms surplus and authorize the
27 trade to SRT Supply for a credit of \$2,350.00.
28

29 **Motion was made by Commissioner Brender to declare the firearms listed in staff**
30 **report surplus and authorize City Manager to trade to SRT Supply for a credit of**
31 **\$2,350.00 towards the purchase of 12 AVON PC 50 gas masks and filters for a**
32 **total expenditure of \$485.00. Seconded by Commissioner Lucarelli and motion**
33 **carried unanimously.**
34

35 Ms. Sova said starting next month we will have a summer car show series coming to
36 Downtown on the second Sunday of each month from 10:00 A.M. to 2:00 P.M. We
37 expect to have 60 to 70 cars including hot rods, classics and custom vehicles. There
38 will be entertainment and will happen in the Farmer's Market area at Central Park. She
39 believed they would do this for three months and is why they are calling it a summer car
40 series to see how we do.
41

42 Mayor Meador said the group sponsoring that has done shows in Longwood and across
43 Central Florida. They are very well attended and it is a very professional presentation.
44

1 Ms. Sova said the splash pad at Trailblazer Park is open seven days a week from 10:00
2 A.M. to 6:00 P.M. Passes are \$2.00 per person or residents can buy an annual pass for
3 \$15.00.

4
5 Ms. Sova said Old Lake Mary Road has been closed in front of Station House
6 Apartments between Wilbur and Palmetto for approximately a week to allow for the
7 construction of curbing and sidewalks. There is a detour around that. We are finishing
8 up in that area.

9
10 Ms. Sova said due to the Fourth of July holiday falling close to the weekend, staff being
11 off and City Hall being closed July 3, she asked the Commission to reschedule the
12 July meetings to the second and fourth Thursdays, July 9th and 23rd.

13
14 **Motion was made by Commissioner Brender to reschedule the July Commission**
15 **meetings to July 9th and 23rd, seconded by Commissioner Lucarelli and motion**
16 **carried unanimously.**

17
18 Ms. Sova said it is exciting to report that as of today summer camp is completely full.

19
20 Ms. Sova congratulated Deputy Mayor Duryea on his Lifetime Achievement Award from
21 the Lake Mary Council of the Chamber. We had 180 attendees at the State of the City
22 and that is up about 20 from last year. It was very well attended.

23
24 12. Mayor and Commissioners' Reports

25
26 Mayor Meador thanked Lake Mary High School. Lake Mary High School's program with
27 emphasis on law forensics had a Law Day this past Friday. Mr. Cheney Mason was the
28 guest speaker. He was thankful to be there because it was as if you were attending a
29 law school lecture. It was exceptional. With nearly 200+ students it was the most
30 professional, well behaved group that he had been associated with in a long time. It
31 was very informative. He thanked Lake Mary High School for the invitation to Law Day.

32
33 Mayor Meador thanked the Lake Mary staff for the work they did with Relay for Life. For
34 many of us that is a very personal and moving ceremony and thanked the Commission
35 that took time to be there.

36
37 Mayor Meador said we have young people in the audience this evening, and they are the
38 next generation. Very shortly there is a high probability that someone in this room will
39 be sitting in a forum similar to this. He echoed from the Chamber's State of the City.
40 When Deputy Mayor Duryea was awarded the Lifetime Achievement Award, you need
41 to know something about this gentleman. He is the longest serving public official in
42 Central Florida, former tennis professional, and an exceptional CPA running a boutique
43 practice. If you are fortunate enough to be one of his clients you realize that you really
44 are getting state-of-the-art service.

1 Mayor Mealor said he wanted to comment on Commissioner Duryea and this is
2 important for people that want to get involved in public service. The last time
3 Commissioner Duryea had a serious opponent, the gentleman was well funded and was
4 going to attack Commissioner Duryea and Commissioner Duryea just simply stood
5 before a large public audience and said you need to know something about me right
6 now. I am not comfortable talking about myself. I'm very comfortable talking about
7 what we have accomplished in the City of Lake Mary. When he started to mention
8 several of those items, we knew the election was over because the issue is why would
9 we want to change.

10
11 Mayor Mealor said this is a gentleman that has set an incredible record. The time that
12 he ran in Lake Mary is not what it is today. He ran on three principles: we need a long-
13 term financial plan, we need to make sure we have a stable tax base for our residents,
14 and we need to make sure we have the most professional staff available. If you stop
15 and think about where we are today financially, the tax rate is the lowest in the region
16 and has been at almost the same rate since he was elected, and our staff has so many
17 national accolades and accommodations. It speaks volumes about being a true public
18 servant and they could not have given the award to a better person. He extended
19 congratulations.

20
21 Commissioner Lucarelli had no report at this time.

22
23 Commissioner Brender said he attended CALNO at the City of Sanford. They gave a
24 report on the Sanford Citizens Academy. It was a program Mr. Bonaparte (Sanford City
25 Manager) designed in his former city back in Topeka, Kansas. In essence it is a
26 Leadership Seminole but is done at the city level. It has been well received. They have
27 about 30 people per class and is funded completely by the city. There is apparently
28 little money involved. It was interesting to see what they are doing and see the kind of
29 goodwill it generates.

30
31 Commissioner Brender said he talked briefly about the letter the Mayor drafted to the
32 County regarding the 17-92 CRA. Casselberry and Sanford both are going to be
33 pushing to renew this. He told them that probably wasn't going to happen on our part.
34 He said Mr. Constantine on the Seminole County Commission looked favorably on the
35 idea that we could do something with the 17-92 corridor that is part of Lake Mary as
36 limited as it is. We'll see how that transpires. He was equally concerned as the Mayor
37 was in the letter about the fact that there is still over a million dollars that is unfunded
38 and the CRA will be finishing up within two years.

39
40 Mayor Mealor thanked the Commission for their input at the work session. We crafted a
41 letter that can be something positive not just for Lake Mary but all of Seminole County.
42 If you stop and think about the economic development arm, you also stop and think
43 about the entry/gateway feature to Seminole State College, and now the new coming
44 online Seminole County Magnet Science High School. There are three entities in a row
45 that could showcase Seminole County.

1 Commissioner Brender said they are going to try with the remaining funds to
2 concentrate on infrastructure. Signage for private businesses and that kind of thing is
3 not the kind of project that they will be going after. Hopefully they will help us with trees,
4 water works, or something along that line.

5
6 Commissioner Lucarelli said they said no a while back on landscaping and she
7 mentioned that in her last report. Not that I think we have a leg to stand on because of
8 past promises that were made and the fact that we haven't gotten anything, but they
9 want all infrastructure and nothing like beautification stuff.

10
11 Deputy Mayor Duryea thanked the Mayor for saying all those nice things about him. He
12 made all those comments but it has been the commissions in general, the people who
13 served with him that provided most of the input for all of the things the Mayor said we
14 did. He said he had no idea they were giving him the award. He extended thanks and
15 stated he appreciated it.

16
17 Mayor Mealor said leadership is not about a title but it has something to do with bringing
18 a group together, building consensus and setting an example where you hold others
19 accountable and he admired that very much.

20
21 Commissioner Miller said as a result of a trip to Tallahassee with the League of Cities,
22 he got interested in where we are with water pollution and septic versus sewer. In that
23 interest he discovered that the head of public works is about the most prepared human
24 being in the world. He had a good hour session with Mr. Paster and turned toward what
25 used to be a lake behind his house. He had one of his staff, Danielle Koury, tour that
26 lake with him the other day and we found several things that could be looked at and
27 improved. The conclusion he came to after all of this is he is going to volunteer to be
28 part of Lake Watch. None of our lakes are in Lake Watch. The last time anybody
29 monitored our lakes was in 2013. He is volunteering for that.

30
31 Commissioner Miller said the Metroplan Municipal Advisory Committee met this morning
32 and we did new officers for the upcoming year. He served on the nominating committee
33 by default. They needed somebody from Seminole County and nobody else raised their
34 hand. We had a presentation by the public relations person for I-4 which was
35 extraordinary going through everything available on their website. You can go the I-4
36 Ultimate website and find out more than you ever wanted to know. There is a schedule
37 of what they are going to do and when they are going to do it. It will progress. As they
38 build, it will tell you when they are going to be doing what at what intersection. It was
39 interesting driving home today. He noticed the hill is gone at the Maitland exchange.
40 He went on the website and the reason the hill was there is there was a sinkhole. They
41 put enough grout in that sinkhole to be as high as the SunTrust tower. That has held so
42 they don't need that hill anymore.

43
44 Commissioner Miller congratulated Deputy Mayor Duryea who is a role model for all of
45 them and the questions he asks are penetrating, he listens well, and is nobody's
46 pushover when something comes before us.

1
2 Mayor Mealor said each of them serve on a number of different boards and different
3 capacities representing the City and it is appreciated.

4
5 13. City Attorney

6
7 Ms. Reischmann had no report at this time.

8
9 14. Adjournment

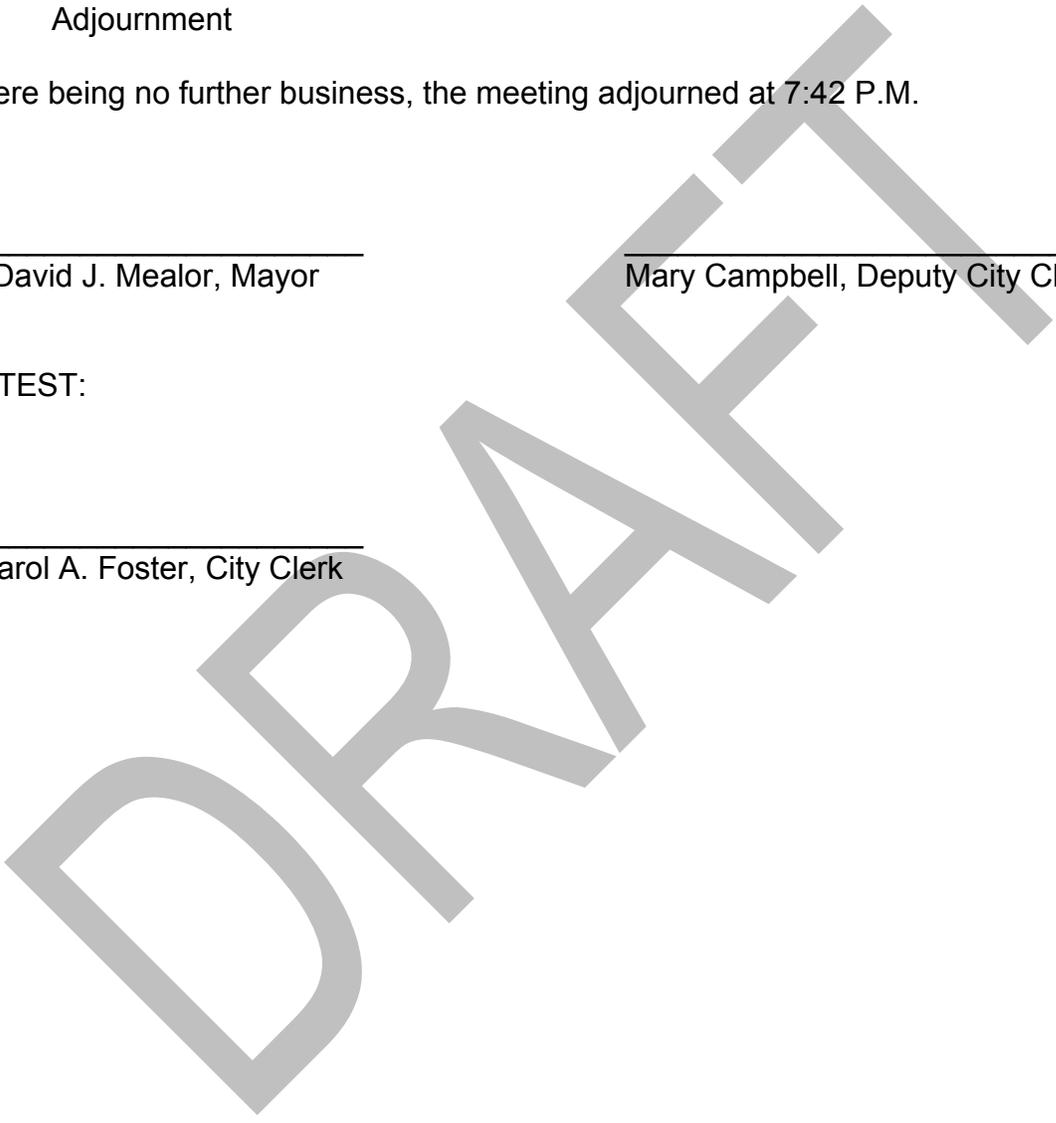
10
11 There being no further business, the meeting adjourned at 7:42 P.M.

12
13
14
15
16 _____
17 David J. Mealor, Mayor

18
19 _____
20 Mary Campbell, Deputy City Clerk

21
22 ATTEST:

23
24 _____
Carol A. Foster, City Clerk





MEMORANDUM

DATE: May 21, 2015

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

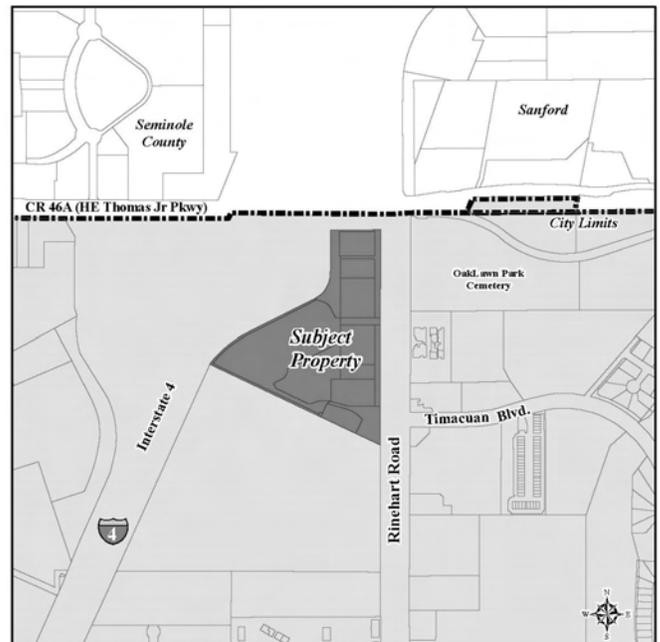
SUBJECT: Ordinance No. 1526 - Rezoning from Planned Unit Development (PUD) to PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist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

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

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

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

First Amendment to Master Development Agreement for Rinehart Place PUD



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

PUD Master Plan -

1. Add footprint of revised building on Lot 4-A, which is an emergency medical facility that will be open 7 days a week & 24 hours a day;
2. Add helicopter landing pad inside footprint of Building 7F on Lot 7;
3. Revise Open Space Allocation Table for Lot 4, from .51 acres & 23% to .60 acres & 26%;
4. Delete note that reads, * Lot 8 Information is for total buildout;
5. Revise Lot Development Information Table for Lot 2, Building Square Footage from 7,500 square feet to 5,022 square feet;
6. Revise Lot Development Information Table for Lot 4 (Lots 4A & 4B), Building Square Footage, from 25,000 square feet to 18,500 square feet;
7. Revise Lot Development Information Table, Side Building Setbacks for Lots 3 & 4, from ten (10) feet to zero (0) feet;
8. Revise Lot Development Information Table, Proposed Impervious Area for Lot 4, from 2.07 acres to 1.98 acres;
9. Note ** is revised by adding the following sentence to the existing text, Lot 4 emergency center height shall not exceed forty-five (45) feet; provided that building architectural features may be up to sixty (60) feet in height.;
10. Revise Site Data, Total Impervious Area Per Total Buildout, from 13.38 acres 57% to 13.29 acres 56%;
11. Revise Site Data, Open Space Provided Per Total Buildout, from 10.2 acres 43% to 10.29 acres 44%;
12. Delete existing text, Shopping Center / lot 4 = 25,000 square feet (1 parking space/ 250 square feet) = 100 and replace with text, Emergency Center / Lot 4 = 18,500 square feet (1 parking space/ 250) = 74 parking spaces;
13. Delete existing text for Parking Data Table Plan for Lot 4 and replace with data based upon the proposed 18,500 square foot emergency medical facility;
14. Add Note 1, if helipad is constructed, building 7F will be removed and its square footage will be redistributed on Lot 7.

DISCUSSION:

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

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

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

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

In July 2003, the City Commission approved the rezoning for the Rinehart Place PUD for the subject property. The approved Developer's Agreement provided for a July 15, 2004 deadline for certain actions to be completed. Because those actions were not completed, the Developer's Agreement became null and void.

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

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

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

The number of lots has been reduced from 8 to 7 lots.

The total square footage of office space for Lot 7 has been reduced from 180,000 to 130,000.

The revised Final PUD also shows the proposed internal development of Lot 7. Lots 1 - 6 are still proposed for commercial development; however, the total square footage has been increased from 65,574 to 79,820.

The overall square footage has increased from 195,574 to 209,820.

The mix of uses for Lots 1 – 6 changed. Whereas the existing approved PUD shows several restaurants, the revised plan does not list restaurants as a use. The revised PUD shows a 14,820 square foot pharmacy with drive-through windows.

The PUD shows the third southbound through lane on Rinehart Road, from CR 46A to Timacuan Boulevard.

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

Zoning:

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

Future Land Use:

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

PUD Master Plan

Uses: The proposed revision to the Final PUD Plans is for a 1) free-standing emergency medical facility; 2) heliport in conjunction with the emergency department & 3) emergency vehicles.

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

emergency medical facility, on Lot #7. Currently, this location is shown as an office building.

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

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

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

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

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

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

ITEM No. 2:

The effect of the change, if any, on the particular property and on surrounding properties;

FINDINGS OF FACT No. 2:

- a. Because of the likely increase in the number of emergency vehicles utilizing Rinehart Road, the proposed revision to the Final PUD would have some potential impact upon surrounding properties; however, the benefits derived from having access to an emergency medical facility in the City would outweigh any impacts caused by an increase in the number of emergency vehicles.
- b. The proposed 60' tall architectural feature on the emergency medical facility may be visible from surrounding residential areas. The distances from the proposed architectural feature and adjacent residential developments are as follows: 1) Bell Timacuan Apartments = +/- 1,170' to the east; 2) Timacuan Townhomes = +/- 1,500' to the east; 3) Timacuan = +/- 1,900' to the east; 4) The Legends Lake Mary Apartments = +/- 1,900' to the southeast; 5) Woodbridge Lakes Subdivision = +/- 3,000' to the southeast; and 6) Manderley Subdivision = +/- 5,000' to the southeast. The applicant has prepared an exhibit showing which residential areas will be able to see the architectural feature. This issue will be addressed at the meeting.
- c. The proposed development will be required to comply with conditions that have been placed on the proposed development to help minimize any impacts to surrounding properties including additional landscaping and special lighting, which helps to minimize glare on adjacent properties.
- d. This zoning change will not have adverse impacts on the surrounding properties provided that the site is developed in accordance with the development plan and developer's agreement.

ITEM No. 3:

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

FINDINGS OF FACT No. 3:

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

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

ITEM No. 4:

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

FINDINGS OF FACT No. 4:

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

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

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

DEVELOPMENT AGREEMENT

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

FINDINGS OF FACT No. 5:

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

1. Prior to the issuance of a CO for the building on Lot 4 Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This shall include demolishing and removing the building shells, both those erect and those lying on the ground. The developer shall also remove all construction materials, junk, and debris. The developer shall mow the area on a regular basis. The building

slabs may remain; however, there shall not be any construction materials that extend above the plane of the slab.

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

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

ATTACHEMENTS:

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

ORDINANCE NO. 1526

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

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

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

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

WHEREAS, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and in order to promote the health and general welfare of the citizens of Lake Mary, Florida, to rezone the subject property to PUD, Planned Unit Development; and

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

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

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

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

See Attachment "A"

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

Section 3. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage

to include the subject property within the above-described designated zoning district.

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

Section 5. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

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

FIRST READING: May 21, 2015

SECOND READING: June 4, 2015

PASSED AND ADOPTED this 4th day of June, 2015.

ATTEST:

CITY OF LAKE MARY, FLORIDA

CAROL A. FOSTER, CITY CLERK

DAVID J. MEALOR, MAYOR

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

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

Tax Identification Numbers:

06-20-30-520-0000-0030

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

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

06-20-30-420-0000-0070

ATTACHMENT "B"

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

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

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

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

Background Facts:

A. Florida Hospital is the owner in fee simple of certain real property within the Rinehart Place Planned Unit Development (the "**PUD**") as more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference (the "**Property**").

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

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

Agreement:

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

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

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

3. Section 2 of the Agreement is modified by adding a final sentence as follows and by adding a new Exhibit "G" to the Agreement, which is attached hereto as **Exhibit "B-1"**:

2. DEVELOPMENT PLAN.

Development of the PUD Property shall be controlled by the terms of this Agreement, and, to the extent not in conflict with this Agreement, the City's Land Development Code, including any Planned Unit Development (PUD) regulations contained therein. In the event of a conflict between this Agreement and the City's Land Development Code, this Agreement shall govern. This Agreement supersedes and replaces the Prior PUD Agreement in its entirety. The Developer has designated the PUD Property as "Rinehart Place" subject to the acquisition of the PUD Property by the Developer.

The PUD Property shall generally be developed as depicted on the final Rinehart Place PUD (collectively known as the "Final PUD"), which shows population densities, building intensities and height. The parties acknowledge that compliance with the City Land Development Code may necessitate modifications of the Final PUD. Such modifications and any minor modifications to the Final PUD, which are not in conflict with either the textual provisions of this Agreement or any City ordinance not in conflict with this Agreement, shall be deemed minor and may be approved without formal amendment of this Agreement. Such modifications shall require the City's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City regarding such modification, the Developer may appeal the decision to the Planning Commission; appeals from the decisions of the Planning Commission may be made to the City Commission. A copy of the overall site plan is attached hereto as Exhibit "G".

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

The duration of this Agreement shall be for a term of twenty-five (25) years from the date the City Commission of the City executes the First Amendment to the Rinehart Place Planned Unit Development (PUD), or for as long as Lot 4 is utilized as an Emergency Department, whichever is longer.

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

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

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

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

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

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

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

To Owner:
(as to Lot 1) B-1 Property Management, LLLP
a Florida limited liability limited partnership
6424 Pine Castle Blvd., Suite A
Orlando, FL 32809

To Owner:
(as to Lot 2) Centennial Bank,
an Arkansas banking corporation
620 Chestnut Street
Conway, AK 72032

To Owner:
(as to Lot 5) SCP 2009-C34-009 LLC,
a Delaware limited liability company
6200 NW 167th Street, Building B
Miami Lakes, FL 33014

With a copy to Lender:
(as to Lot 5) Wells Fargo Bank Northwest, National Association,
as Trustee
Attn: Corporate Trust Services/Val T. Orton
299 South Main Street, 12th Floor
MAC: U1228-120
Salt Lake City, UT 84111
Facsimile: (801) 246-5053

To Owner:
(as to Lot 6) American Momentum Bank
a Florida banking corporation
One Urban Centre
4830 West Kennedy Blvd., Suite 200
Tampa, FL 33609

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

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

Print Name: _____

By: _____
Name: Lars D. Houmann, Vice President

Print Name: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

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

Signature of Notary Public

AFFIX NOTARY STAMP

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

Signed, sealed and delivered
in the presence of:

CITY OF LAKE MARY, a Florida municipal
corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

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

Signature of Notary Public

AFFIX NOTARY STAMP

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

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EXHIBIT "A-1"

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

Tax Identification Numbers:

06-20-30-520-0000-0030

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

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

06-20-30-520-0000-0070

EXHIBIT "C-1"

EXHIBIT "D"

(PERMITTED C-1 and C-2 USES)

Permitted uses:

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

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

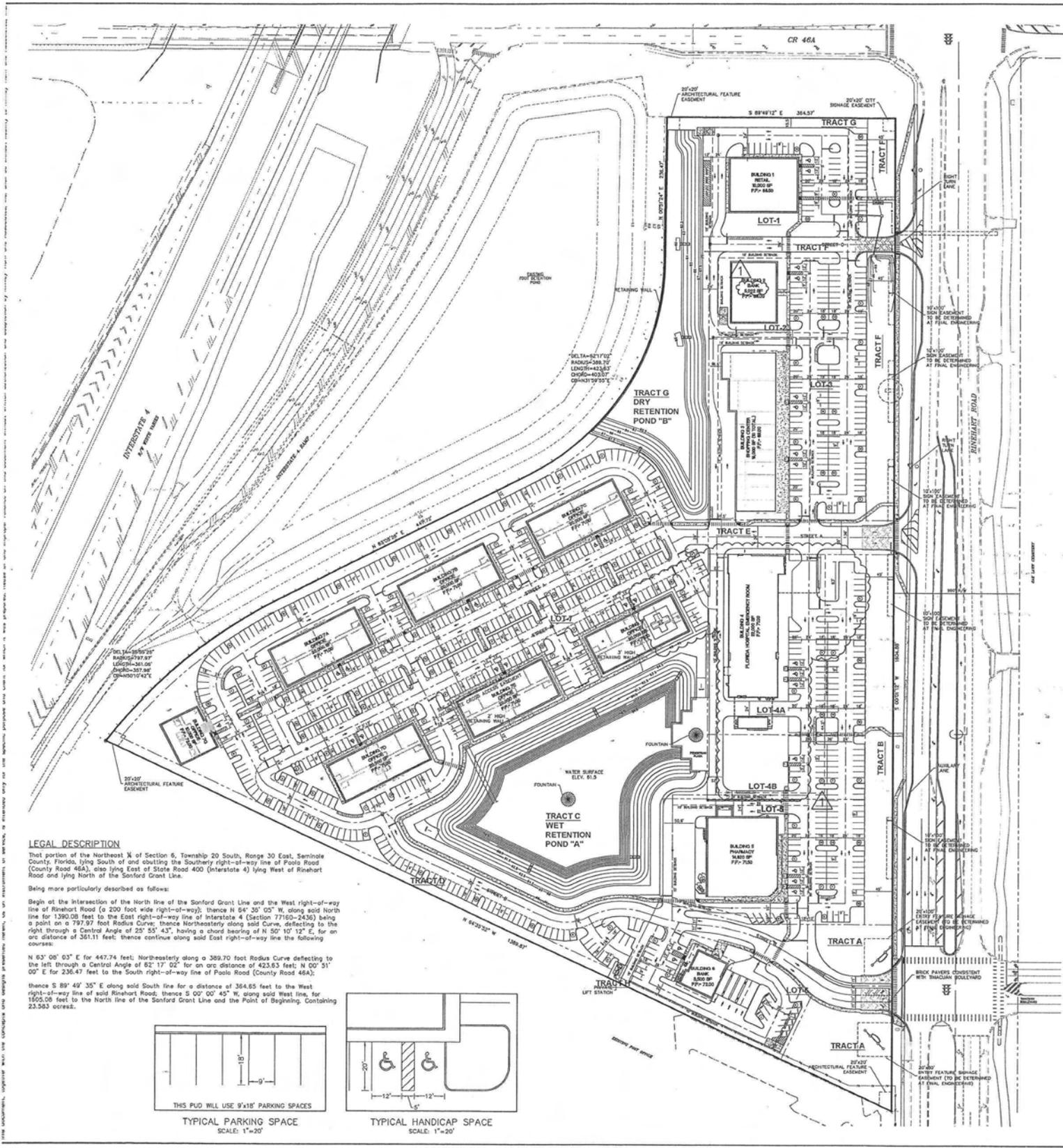
EXHIBIT "E"

LOT DEVELOPMENT INFORMATION FOR THIS PHASE										
	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	TRACT A		
AREA IN ACRES	1.07	0.81	1.69	2.28	1.44	0.83	7.54	1.19		
AREA IN SQUARE FEET	46,450	35,409	73,828	99,213	62,561	36,247	328,350	51,746		
PERMITTED USES**	1	1	1	1	1	1	2	--		
ZONING	PUD	PUD	PUD	PUD	PUD	PUD	PUD	PUD		
BUILDING SQUARE FOOTAGE	10,000	7,500 5,022	19,000	25,000 22,000	14,820	3,500	130,000	--		
REQUIRED PARKING SPACES	40	30	76	109 88	60	14	520	--		
FRONT BUILDING SETBACK	30 FT	30 FT	90 FT	65 90 FT	90 FT	20 FT	0	--		
SIDE BUILDING SETBACKS N/S	0 FT	10 FT/10 FT	10 FT/40 FT/10 FT	10 FT/10 FT 15 FT	15 FT	15 FT	0	--		
REAR BUILDING SETBACK	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	0	--		
FRONT LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0	--		
SIDE LANDSCAPE BUFFER***	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0	--		
REAR LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0	--		
MAXIMUM BUILDING HEIGHT	45 FT	45 FT	45 FT	45 FT	45 FT	45 FT	55 FT/75 FT*	--		
PROPOSED IMPERVIOUS AREA	0.88 AC	0.62 AC	1.53 AC	2.07 1.98	1.33 AC	0.58 AC	6.34 AC	0.42 AC		

EXHIBIT "D-1"

LOT DEVELOPMENT INFORMATION FOR THIS PHASE										
	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	TRACT H	TOTAL		
AREA IN ACRES	0.62	2.91	0.62	0.38	0.82	1.37	0.01	23.58		
AREA IN SQUARE FEET	27,129	126,686	26,940	16,349	35,621	59,816	600	1,026,945		
PERMITTED USES**	--	--	--	--	--	--	--	--		
ZONING	PUD									
BUILDING SQUARE FOOTAGE	--	--	--	--	--	--	--	--		
REQUIRED PARKING SPACES	--	--	--	--	--	--	--	--		
FRONT BUILDING SETBACK	--	--	--	--	--	--	--	--		
SIDE BUILDING SETBACKS N/S	--	--	--	--	--	--	--	--		
REAR BUILDING SETBACK	--	--	--	--	--	--	--	--		
FRONT LANDSCAPE BUFFER***	--	--	--	--	--	--	--	--		
SIDE LANDSCAPE BUFFER***	--	--	--	--	--	--	--	--		
REAR LANDSCAPE BUFFER***	--	--	--	--	--	--	--	--		
MAXIMUM BUILDING HEIGHT	--	--	--	--	--	--	--	--		
PROPOSED IMPERVIOUS AREA	0.01 AC	0.24 AC	0.00 AC	0.31 AC	0.18 AC	0.04 AC	0.01 AC	14.56 AC		

* OFFICE BUILDING HEIGHTS SHALL NOT EXCEED 55 FT WITH THE EXCEPTION OF ONE STRUCTURE, FRONTING INTERSTATE 4, WHICH SHALL NOT EXCEED 75 FT.
 ** PERMITTED USES: 1 - COMMERCIAL
 *** TRACTS A, B, C, D, E, F, G, AND H PROVIDES LANDSCAPE BUFFERS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND CROSS ACCESS EASEMENTS IN THEIR ENTIRETY.
 COMMERCIAL BUILDING HEIGHTS SHALL NOT EXCEED 45 FT. PROVIDED THAT BUILDING ARCHITECTURAL FEATURES MAY BE UP TO 60 FT IN HEIGHT.



LEGAL DESCRIPTION

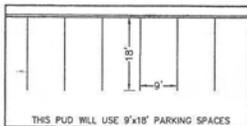
That portion of the Northeast 1/4 of Section 6, Township 20 South, Range 30 East, Seminole County, Florida, lying South of and abutting the Southern right-of-way line of Paolo Road (County Road 46A), also lying East of State Road 400 (Interstate 4) lying West of Rinehart Road and lying North of the Sanford Grant Line.

Being more particularly described as follows:

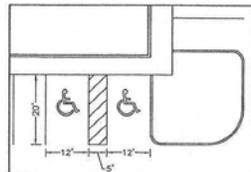
Begin at the intersection of the North line of the Sanford Grant Line and the West right-of-way line of Rinehart Road (a 200 foot wide right-of-way); thence N 64° 35' 02" W, along said North line for 1390.08 feet to the East right-of-way line of Interstate 4 (Section 77160-2436) being a point on a 797.97 foot Radius Curve; thence Northeasterly along said Curve, deflecting to the right through a Central Angle of 25° 55' 43", having a chord bearing of N 50° 10' 12" E, for an arc distance of 361.11 feet; thence continue along said East right-of-way line the following courses:

N 63° 08' 03" E for 447.74 feet; Northeasterly along a 369.70 foot Radius Curve deflecting to the left through a Central Angle of 82° 17' 02" for an arc distance of 423.63 feet; N 00° 51' 00" E for 236.47 feet to the South right-of-way line of Paolo Road (County Road 46A);

thence S 89° 49' 35" E along said South line for a distance of 364.65 feet to the West right-of-way line of said Rinehart Road; thence S 00° 00' 45" W, along said West line, for 1605.08 feet to the North line of the Sanford Grant Line and the Point of Beginning, Containing 23.583 acres.

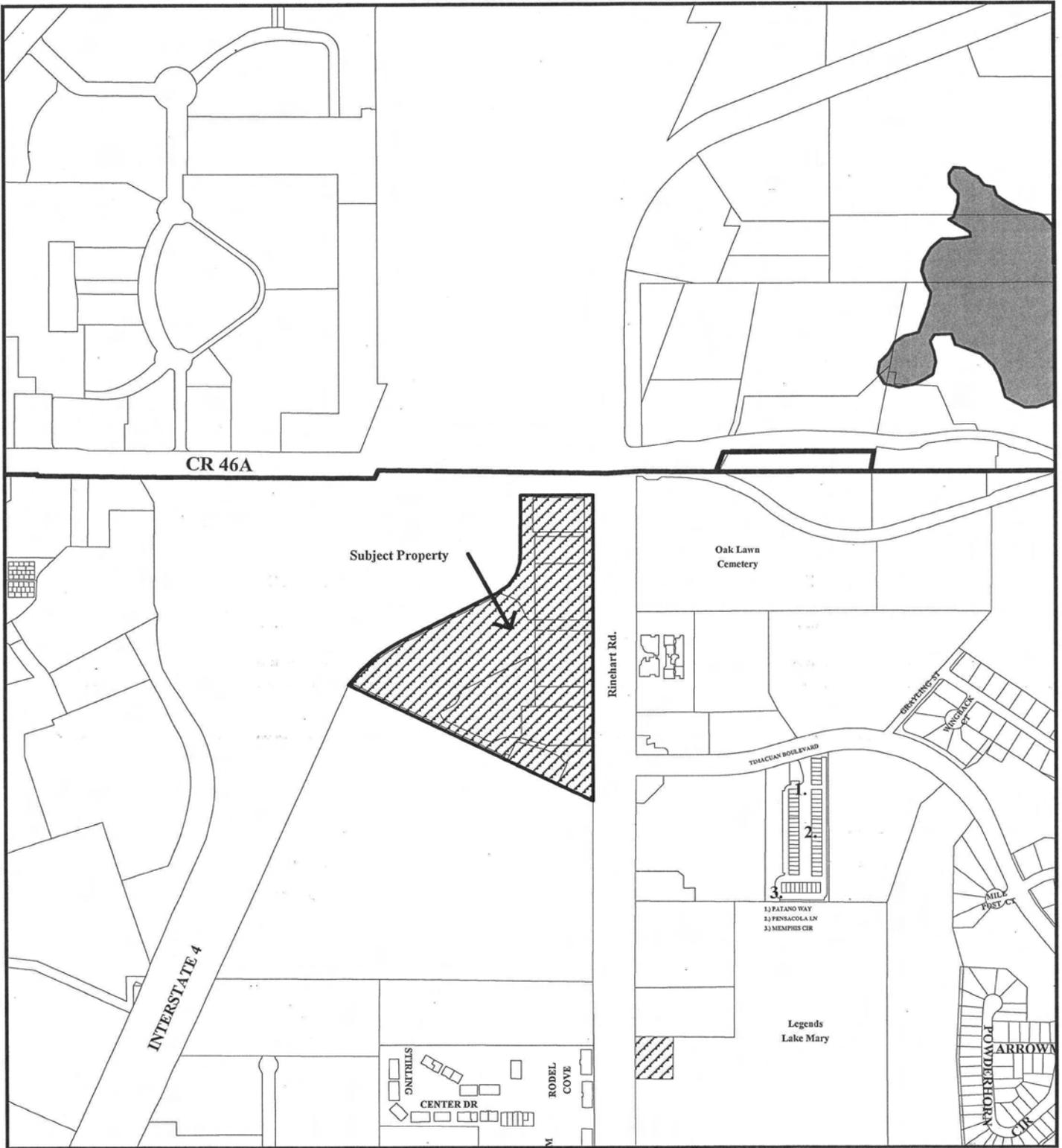


TYPICAL PARKING SPACE
SCALE: 1"=20'



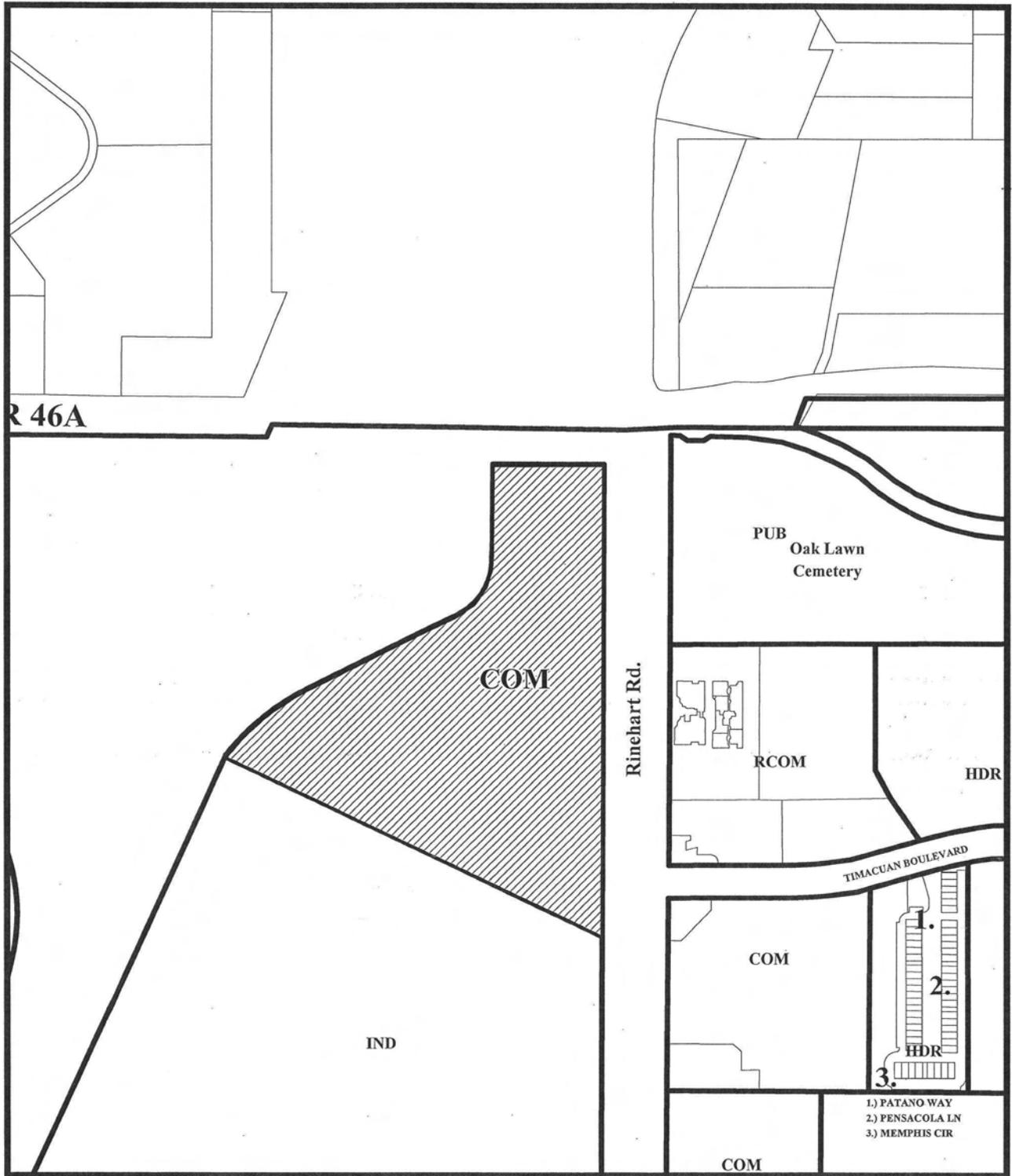
TYPICAL HANDICAP SPACE
SCALE: 1"=20'

THIS DOCUMENT, UNLESS SPECIFICALLY NOTED OTHERWISE, IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.



Location Map Rinehart Place



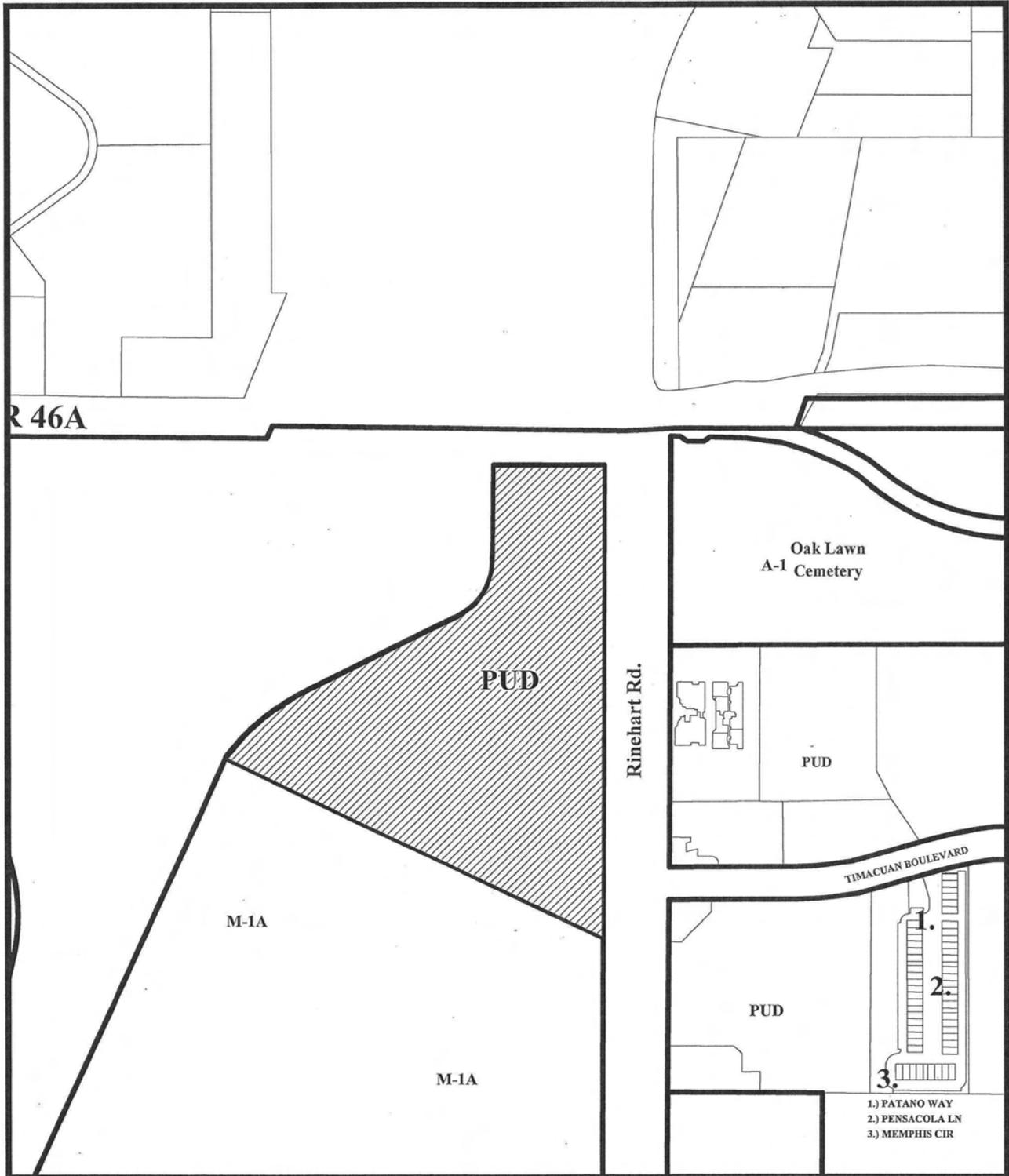


Future Land Use Map



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



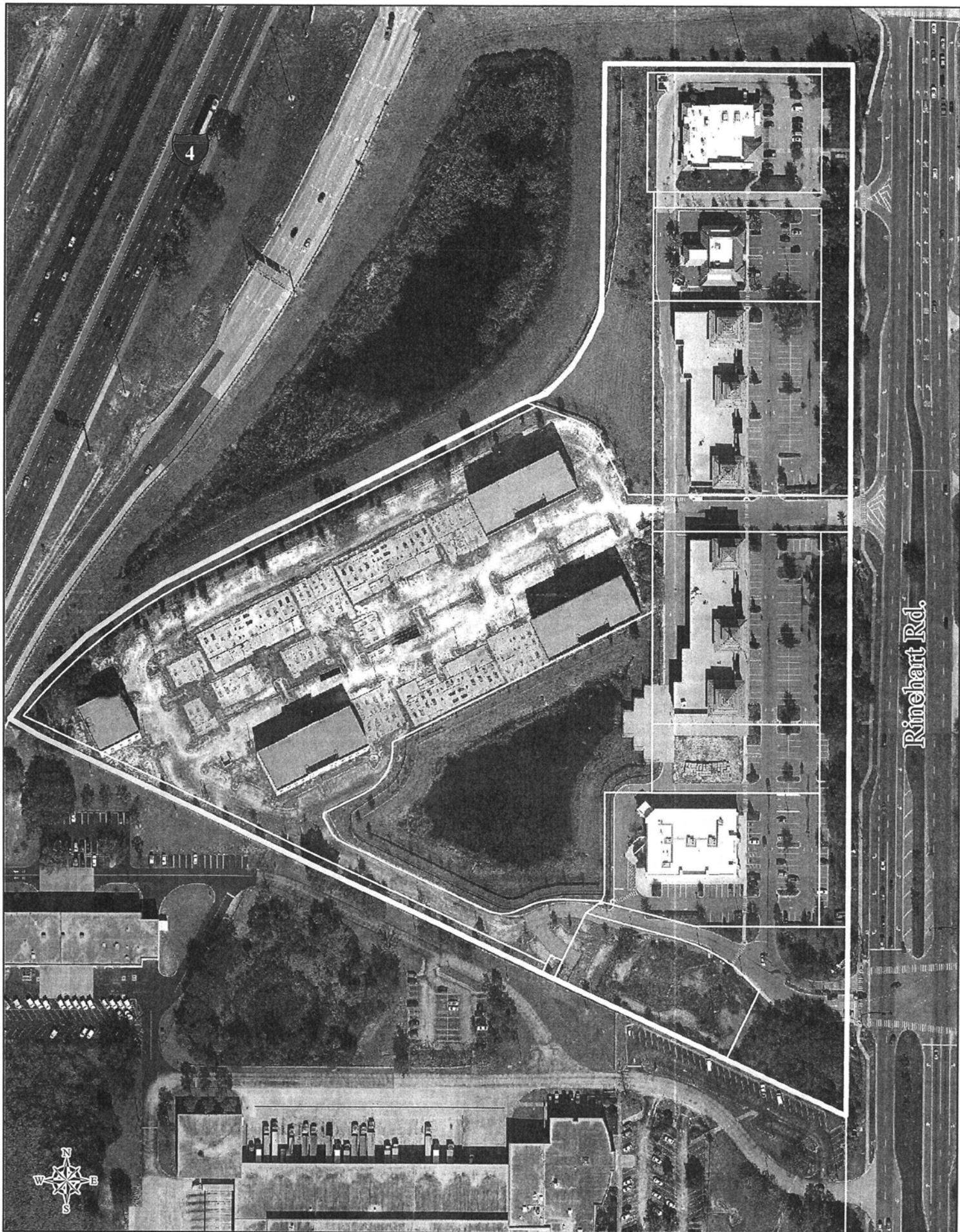


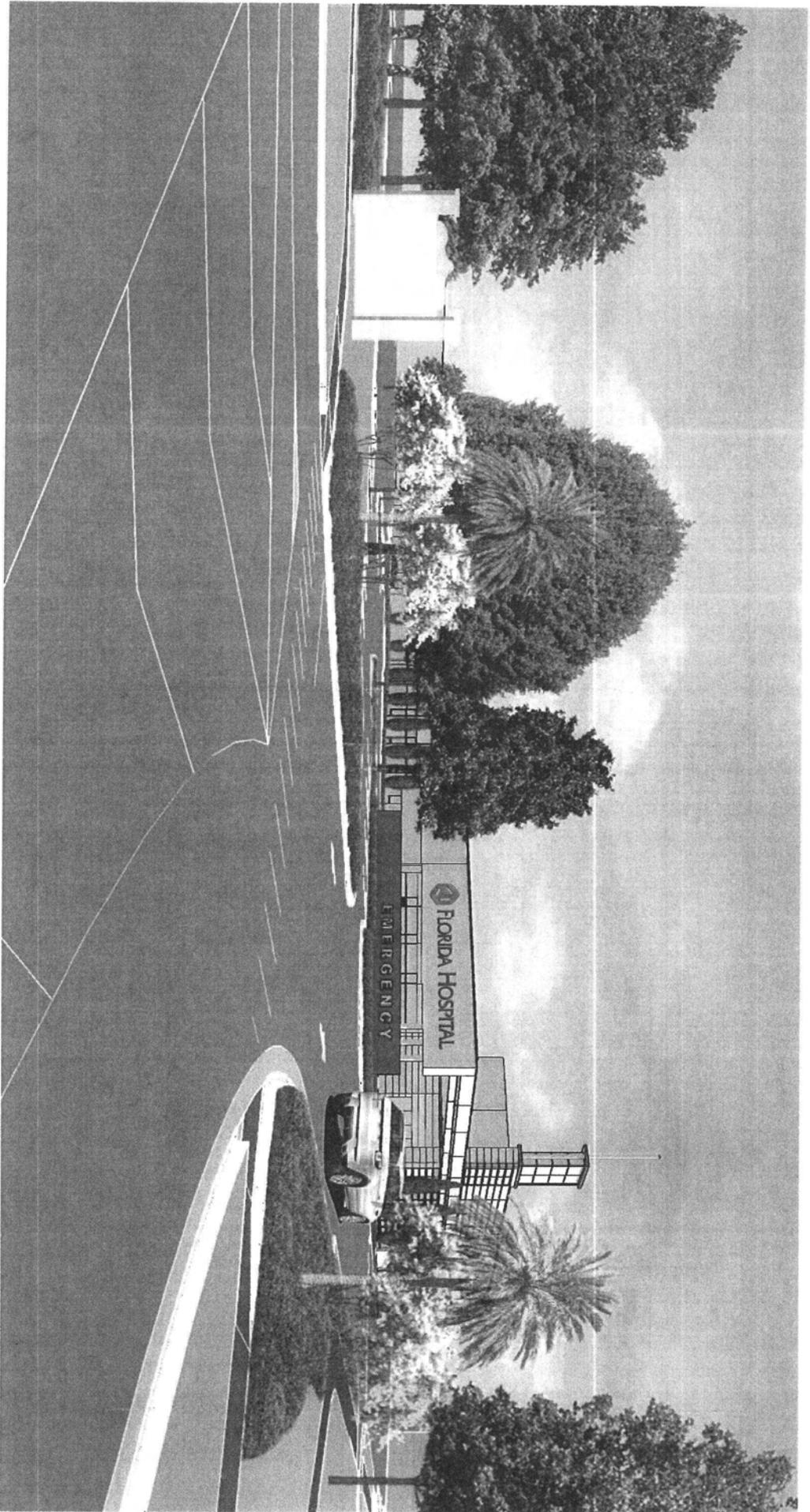
Zoning Map



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





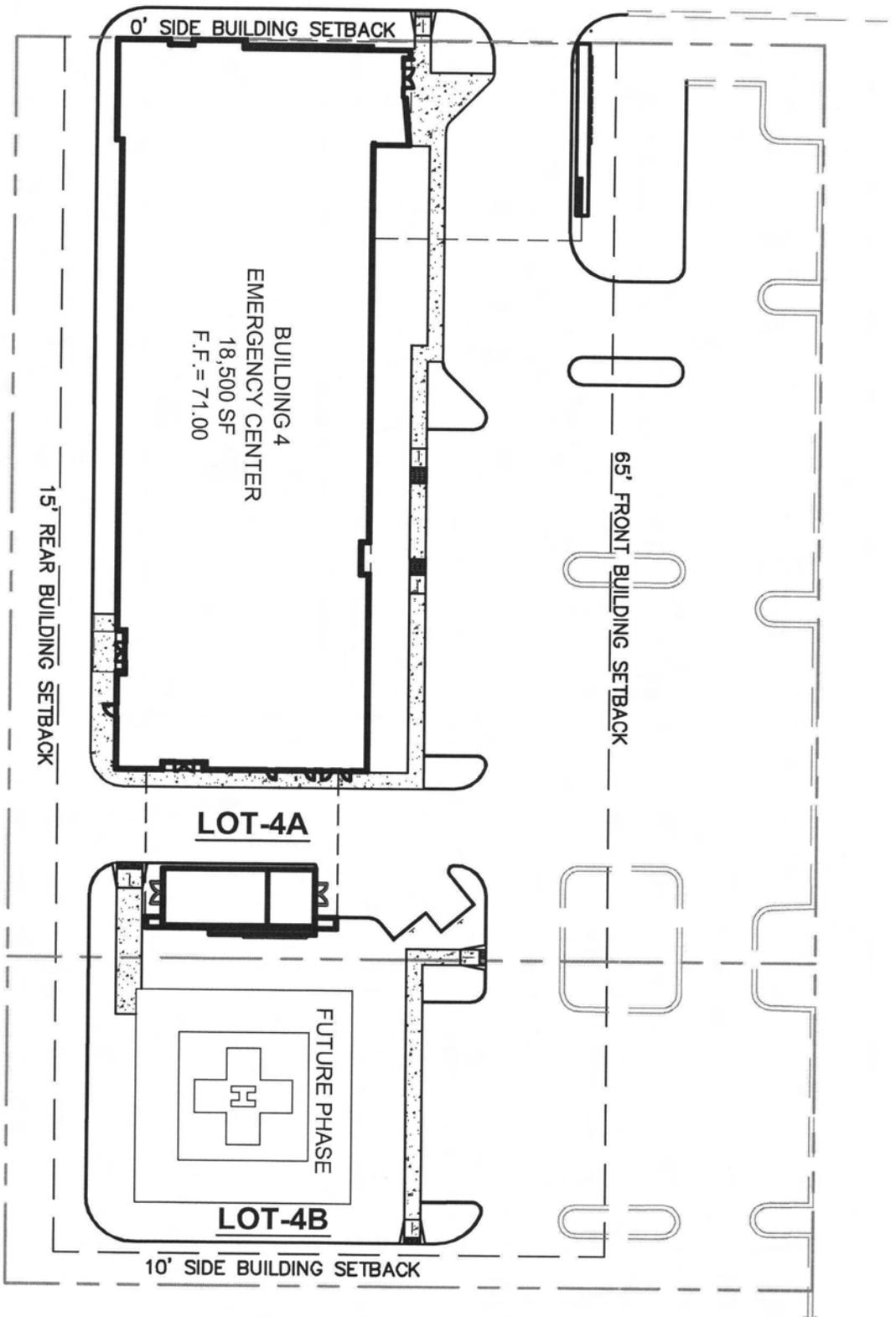


Hunton
Brady
LLP

FLORIDA HOSPITAL FSED LAKE MARY
PINEHART ROAD VIEW STUDY - LAKE MARY, FLORIDA - APRIL 13, 2015

Littlejohn

BUILDING SETBACK EXHIBIT



1 VIII. New Business
2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 stated that their offer is because Florida Hospital recognizes what's happening in
2 the back and wants to change that and be a good neighbor. He said that Florida
3 Hospital has owned all of the undeveloped property since late 2013; that their
4 original plan was to have this facility finished and operational by the end of 2015.
5 He stated that Florida Hospital wants people to drive by and say that's the new
6 Florida Hospital facility, not what's that dump in the back because that is not how
7 they want to be perceived. He hoped this would help with the commitment.
8

9 Mr. Schindler informed the Board that if, in the future, Florida Hospital did want to
10 build a hospital in the back, they would have to come back and amend the PUD
11 again. He clarified/reiterated that what is currently before the Board is not a
12 hospital but an emergency medical facility that is going to be open seven days a
13 week, 24 hours a day; that there will not be patients staying over for extended
14 days because those type of patients will be transported to another facility where
15 they can get that particular kind of care.
16

17 Mr. Schindler proceeded to present Item B. (Site Plan) and the related
18 Memorandum (Staff Report) to the Board. He said this involves approval for a
19 proposed 18,500 square-foot emergency medical facility on Lot 4A that's already
20 partially constructed, dried in. He stated that staff previously dealt with Sam
21 Snead's Chef Desmond for months, but the property went into receivership (the
22 state of being held by a receiver, especially in cases where a company cannot
23 meet its financial obligations). He said that Florida Hospital is going to come in
24 and demolish the existing building/shell where Sam Snead's restaurant was
25 going to be except that the new facility will not be quite as large, and there is
26 going to be a porte-cochere at the north end that is going to extend out into what
27 is now the western drive aisle and parking spaces, so that when someone comes
28 to the proposed facility, they can load and unload passengers without having to
29 get into the weather. He stated this is why we are eliminating a few of the
30 existing parking spaces, but because this overall footprint is smaller, we end up
31 with more than enough parking spaces and there is still the area in back. He
32 said that, at this point, staff is not concerned about the parking spaces or the
33 overall number of trips or peak-hour impact because an emergency medical
34 facility has a very different peak hour than retail, office, or restaurant.
35

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

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

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

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

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

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

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

40 Chairman Hawkins stated that really what he was interested in is having a dual
41 entrance there.
42

1 Mr. Owen agreed to making those changes in the drawings prior to this going to
2 City Commission.

3
4 Mr. Omana suggested making the changes at the time of site construction permit
5 so things can be consistent and the City Commission can review these same
6 documents at their level.

7
8 Mr. Owen agreed to that as well.

9
10 Mr. Omana suggested adding a sentence at the end of the first condition to the
11 effect of "this condition is also enumerated in the PUD Amendment" (see motion
12 below).

13
14 Vice Chairman Taylor asked Mr. Schindler what other expressed concerns of the
15 public there are besides noise and traffic.

16
17 Mr. Schindler answered, visual impact. He said that he believed staff has
18 addressed this, but what he has shown the Board does not take into account the
19 landscaping, etc., between.

20
21 Chairman Hawkins requested the Applicant come forward and address the
22 Board.

23
24 Mr. Owen returned to the podium and the third condition was further discussed.
25 He decided he did not want to come back in the future before the P&Z for Site
26 Plan approval for a helipad and accepted the third condition. He concluded,
27 requesting the Board recommend approval to the City Commission of the PUD
28 Amendment and Site Plan and that their whole crew was present if the Board or
29 public had any questions.

30
31 Vice Chairman Taylor questioned Mr. Owen if there is any data that he
32 possesses from other similar Florida Hospital facilities about emergency vehicle
33 trips per day on average that require lights, sirens, or helicopters that can
34 address the citizens' concerns.

35
36 Mr. Owen answered affirmatively. He stated that their experience has been that
37 helicopter traffic is minimal, maybe a few a week; that their helicopter would not
38 be bringing patients to the proposed facility but would be transporting from the
39 proposed facility to other hospitals depending upon care. He said the helicopter
40 is the best transporter and would only be used as needed due to the health
41 necessity of the patient. He stated that the same goes for ambulances; that they
42 would be used for patient transport only to other hospitals when the physician
43 requires it, medical necessity, or when the life of the patient is in need. He said

1 that trauma victims will not be picked up and brought to the proposed facility, and
2 this will be minimal just like the helicopter. He stated that most of the patients at
3 the proposed facility will be drive-in patients.
4

5 Fire Chief Cornier came back to the podium and added that, just for Lake Mary,
6 there will be approximately 20-30 emergency vehicles per month coming into the
7 proposed facility. He said he couldn't speak for other surrounding jurisdictions.
8

9 Mr. Schindler commented that that adds up to one to two ambulances per day.
10

11 Member Fitzgerald questioned Ms. Stickler, once the ambulances drop off, where
12 will the ambulances go to leave the facility, especially if they are going north?
13

14 Ms. Stickler responded, right where Lot 4A is, there's a driveway through there
15 (indicating to overhead projector). It can come around and back through that
16 driveway and can turn right back around to go north.
17

18 Mr. Schindler asked, but the ambulance will unload at the south end of the
19 building and not at the porte-cochere at the north end because that is for the
20 general public?
21

22 Ms. Stickler answered affirmatively.
23

24 Mr. Schindler added to that saying that the emergency ambulance is at the south
25 end where there is also a porte-cochere, and the rectangle under Lot 4A is a
26 mechanical area. He said the idea is to separate the public from emergency
27 vehicles. You are either going to go to the light at Timacuan and make a left turn
28 or you will go on Rinehart Road to the light and make a U-turn.
29

30 Member Fitzgerald questioned, the parking won't be directional?
31

32 Mr. Schindler replied, no. It's a 90-degree angle.
33

34 Chairman Hawkins opened the hearing to public comment regarding both the
35 PUD Amendment and the Site Plan.
36

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

1 the firefighters currently have to wait for a mutual- aid vehicle/tower truck to
2 arrive if they are at the Marriott Hotel or Verizon building. He stated that he knew
3 for a fact that you will not be able to lift those tilt walls up off of a slab once it's
4 been there for seven years because of the condensation and everything else.
5 He said that their/Woodbridge Lakes HOA's recommendation, as a group, is they
6 would love to have all of those slabs removed because they have been looking at
7 this property for over seven years. He also offered up a group recommendation
8 to bring the ambulances through the rear of the facility because they are
9 concerned about congestion and bottle-necking, especially since Florida Hospital
10 isn't sure what they are going to do with the remainder of the subject property in
11 the back. He also expressed concern of what the rear of the property will look
12 like since there is no plan in place. He stated that Woodbridge Lakes is already
13 challenged with the sirens reverberating off of the lake as rescue vehicles exit
14 Wallace Court and enter onto Rinehart Road. He said that he agrees with the
15 delivery truck situation. He stated that if you were to buy a foreclosed home in
16 Woodbridge Lakes, you would be required to bring it up to the standard of the
17 community and he believed that the City Commission should hold Florida
18 Hospital to the same standard, and if these tilt walls are dropped down to slabs,
19 there is no use for those existing slabs; that you cannot rebuild on those existing
20 slabs. He expressed that he didn't want this to be about money; that their
21 community wants the City Commission to do what's right for the citizens of Lake
22 Mary and bring the subject property up to an overall safe, clean, and aesthetically
23 pleasing development. He also suggested lighting the back of the property if
24 there are going to be working roads back there.
25

26 Alfred Cann, 358 Lake Dawson Place (Woodbridge Lakes Unit 2A), Lake Mary,
27 Florida 32746, came forward. In an effort to not be redundant, he expressed that
28 he totally agrees with everything Mr. Devlin just said. He added that the slabs
29 are going to have to be addressed sooner or later and his community would like
30 them addressed NOW.
31

32 Dianne Crissey, 560 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary,
33 Florida 32746, came forward and said that she was in opposition to both
34 applications before the Board. She stated that she didn't believe this type of
35 facility belongs in the midst of three residential communities (Woodbridge Lakes,
36 Timacuan, and Manderley) and would not be an asset.
37

38 Richard Burnham, 450 Chickee Court (Timacuan Unit 15), Lake Mary, Florida
39 32746, came forward. He said that he is on the HOA Board for Timacuan and he
40 just wanted to make it clear that Ms. Crissey does not speak for Timacuan. He
41 stated that Timacuan residents have met with Florida Hospital representatives
42 but they have not taken a vote yet.
43

DRAFT

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

5
6 Herbert Stover, 933 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary,
7 Florida 32746, came forward. He also expressed that he totally agrees with
8 everything Mr. Devlin just said;

9
10 Lori Grane, 433 Riseman Court (Woodbridge Lakes Unit 1), Lake Mary, Florida
11 32746, came forward. She said her biggest concern is unrelated but has to do
12 with the future widening of Rinehart Road in that all those beautiful trees and
13 landscaping in the median would be lost, but she thought the proposed
14 development will be a nice addition and certainly an upgrade to what is currently
15 there.

16
17 Eric Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida
18 32746, came forward. He also expressed that he totally agrees with everything
19 Mr. Devlin just said.

20
21 Karin White, 549 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida
22 32746, came forward. She also expressed that she totally agrees with
23 everything Mr. Devlin just said and echoed Ms. Grane's concerns about the
24 future widening of Rinehart Road.

25
26 Andrew Goodman, Vice President of Woodbridge Lakes HOA, 464 Pickfair
27 Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward.
28 He also expressed that he totally agrees with everything Mr. Devlin just said.

29
30 Catherine Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary,
31 Florida 32746, came forward. She also expressed that she totally agrees with
32 everything Mr. Devlin just said, that she is very grateful that Florida Hospital is
33 coming, and sees it as an asset if it means saving a loved one. She stated that
34 since Florida Hospital's theme is let's live to 100 years, she suggested some kind
35 of 5-K run or educational information about what to do to live to that magic
36 number of 100 and, therefore, giving back to the community to make it better and
37 healthier.

38
39 Monique Cutnaw, 929 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary,
40 Florida 32746, came forward. She also expressed that she totally agrees with
41 everything Mr. Devlin just said. She requested a better explanation on how all
42 the sirens are going to work in terms of when they might be heard and what the
43 rules are concerning when they would be used and the hours. She also

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

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

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

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

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

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

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

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

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

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

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

MOTION:

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

10
11 **CONDITION:**

- 12
13 1. Prior to the issuance of a CO for the building on Lot 4A Rinehart Place,
14 the developer shall improve the safety and aesthetics of Lot 7. This shall
15 include demolishing and removing the building shells, both those erect
16 and those lying on the ground. The developer shall also remove all
17 construction materials, junk, and debris. The developer shall mow the
18 area on a regular basis. The building slabs may remain; however, there
19 shall not be any construction materials that extend above the plane of
20 the slab.

21
22 **MOTION:**

23
24 Member Schofield moved to approve the request by Kimley-Horn &
25 Associates, Inc./Jonathan Martin, P.E., for Adventist Health System/Sunbelt,
26 Inc., for a Site Plan for a Florida Hospital emergency medical facility on Lot
27 4A of the adopted Rinehart Place Final Planned Unit Development (PUD), 950
28 Rinehart Road, Lake Mary, Florida, consistent with staff's Findings of Fact
29 listed in the Staff Report and subject to the following four conditions.
30 Member Fitzgerald seconded the motion, which carried unanimously 4-0.

31
32 **CONDITIONS:**

- 33
34 1. Prior to the issuance of a CO for the building on Lot 4A Rinehart Place,
35 the developer shall improve the safety and aesthetics of Lot 7. This shall
36 include demolishing and removing the building shells, both those erect
37 and those lying on the ground. The developer shall also remove all
38 construction materials, junk, and debris. The developer shall mow the
39 area on a regular basis. The building slabs may remain; however, there
40 shall not be any construction materials that extend above the plane of
41 the slab. This condition is also enumerated in the PUD Amendment.
42 2. The proposed revisions to the Rinehart Place PUD are adopted by the
43 City Commission, and prior to the issuance of a site construction permit,

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- Sheet L101 is revised to indicate the plantings within the parking lot and that such plantings shall have a minimum height of fifteen (15) feet and a minimum width of three and one half (3.5) inches at caliper.
3. Prior to the issuance of a site construction permit, the Applicant will provide a sheet that shows an engineered drawing of the proposed helipad on Lot 7 (west of the building and not south of the building) that is in compliance with the proposed master plan.
 4. Planning and Zoning Board recommends that the Applicant agrees to eliminate the landscape island to the east of the porte-cochere to allow ingress and egress to that parking lane to the middle entrance.

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

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

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

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

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

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

Name Richard Read Phone No. 407-314-7030

Address 5387 Glenlake Place Sanford FL 32771

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

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: May 21, 2015

TO: Mayor and City Commission

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

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 963 - FDOT Traffic Signal Maintenance and Compensation Agreement (Bruce Paster, Public Works Director)

DISCUSSION: Attached is the revised Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation (FDOT) and the City of Lake Mary. This Agreement applies to the traffic signal located at the intersection of US 17-92 and Weldon Boulevard.

Under this agreement the City maintains the intersection for the State and the State reimburses the City for these services. In FY 2014-15 the compensation rate was prorated to 50% based on two of the intersection approaches being non-State roads ($\$2,951 \times 50\% = \$1,475$).

Under the new Agreement compensation is no longer prorated based on intersection approaches. In FY 2015-16 the City will be reimbursed at the full FY rate of \$3,040. Also, starting in FY 2016-17 the City will be recognized for having the signal interconnected and monitored and be compensated at the FY rate of \$4,500.

Additional revisions include a Traffic Signal Mast Arm Checklist and an opt-out provision. The term of the Agreement is 20 years.

RECOMMENDATION: City Commission approve Resolution 963 authorizing City Manager to execute the "Traffic Signal Maintenance and Compensation Agreement".

RESOLUTION NO. 963

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

WHEREAS, the City entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation on July 18, 2002; and

WHEREAS, the intent of that agreement was for the Florida Department of Transportation to reimburse local governments for a portion of the cost to maintain and operate traffic signals and highway lighting on the state highway system; and

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

Language has been added to include compensation for Interconnected and Monitored Traffic Signals, Travel Time Detection, and Uninterruptible Power Supplies.

Compensation is no longer pro-rated based on intersection approaches or legs on State Highway Systems.

A Traffic Signal Mast Arm Checklist has been added as EXHIBIT C.

An opt-out clause has been added.

WHEREAS, the Department's intention is that this Agreement will be in effect for the period beginning July 1, 2015, and run for a 20 year term.

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

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

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

Passed and adopted this 21st day of May 2015.

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, ("Maintaining Agency").

WITNESSETH:

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

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

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

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

Title: Director of Transportation Operations

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

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

2.0 COMPENSATION

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

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

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

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

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

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

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

3.0 PAYMENT PROCESSING

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps



CITY MANAGER'S REPORT

DATE: May 21, 2015
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Employee Health Insurance.
2. Surplus Fire Department bunker gear.

ITEMS FOR COMMISSION INFORMATION:

1. Monthly department reports.



CITY MANAGER'S REPORT

DATE: May 21, 2015
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Employee Health Insurance

The City of Lake Mary's employee benefits package includes group medical, dental, vision, life/AD&D, disability, and employee assistance program benefits to current employees, COBRA participants, retirees and their eligible dependents (subject to eligibility guidelines). The renewal date for current coverages is July 1, 2015.

In March of 2015, the City received the renewal offers from the incumbent carriers for the 2015-2016 plan year. There are several key factors that carriers use to develop pricing. These include claims experience, large claims, medical trend, and Healthcare Reform Fees. The following information was analyzed in the incumbent's medical offer:

Claims Experience – typically, carriers consider the most recent 12 months of claims in their renewal calculation. For the period 1/1/14–12/31/14, the City paid \$2,079,065 in medical claims.

Medical Trend – medical trend (or “trend”) is the projected increase in cost and utilization of health care services provided to members. Carriers are utilizing around 10.5% for the City's geographical area.

Large (Catastrophic) Claims – when analyzing the most recent 12 months of claims, standard renewal underwriting takes into consideration claims incurred by members that are catastrophic in nature (costs in excess of \$75,000). In the City's case, we incurred claims in the combined amount of \$1,300,875.

Healthcare Reform Fees – due to the Patient Protection and Affordable Care Act (PPACA), there are several fees for self-funded plans that must be paid either by the plan or City.

- Transitional Reinsurance Program: program that is intended to stabilize premiums in the individual market from 2014-2016. This fee is estimated to cost the City \$3.67 per member per month or \$10,443.
- Patient Centered Outcomes Research Institute: fee to fund an institute that will conduct research to evaluate and compare evidence-based outcomes. This fee is estimated to cost the City \$2.08 per member per year or \$612 annually (based on 294 members).

In March 2015, Gehring Group released an RFP to over fifty carriers who offered medical, stop loss, prescription benefit management, employee assistance plan and/or dental insurance in the City’s market segment.

Extensive evaluations and review of the carrier’s responses led the Gehring Group and the City to create a shortlist that included Aetna and Florida Blue for medical and pharmacy coverage. Through further negotiations, the shortlisted carriers submitted best and final offers.

Aetna’s medical best and final offer did not differ from their original renewal offer of a 25.5% increase or \$383,752 and declined to further negotiate. Florida Blue’s medical best and final offer provides an increase in fixed costs of 14.8%, or \$46,548 a year and 19.7% increase, or \$295,849 a year, in total expected costs.

Based upon extensive review of the best and final offers, it is being recommended that the City transition the medical coverage (ASO, Stop Loss, PMB) to Florida Blue and renew the dental insurance with Cigna. In addition to the lower proposed premiums, Florida Blue is proposing a comprehensive network, higher discounts for medical claims and off the average wholesale price of prescriptions, lower prescription dispensing fees, and competitive prescription rebates. It is also being recommended that the City offer a single option medical plan to mitigate adverse selection/claim exposure to offset the needed increase in plan costs and payroll deductions to be offset through benefit changes. Implementation of these changes would allow an estimated claims reduction of \$230,000 for the 2015–2016 plan year off renewal costs for keeping the existing plans.

	Original Proposal		Final Negotiated
	Aetna	Florida Blue	Florida Blue
Current Plan (2015)	\$ 1,502,625	\$1,502,625 (current plan)	\$1,502,625 (current plan)
Proposal (2016)	\$ 1,886,377	\$ 1,798,474	\$ 1,639,862
Difference in dollars	\$ 383,752	\$ 295,849	\$ 137,237
% Difference	25.5%	15.7%	9.1%

Moving to the single option medical plan with Florida Blue actually results in an overall increase of 9.1% (lower than medical trends in our area) or \$137,237 when compared to the current plan with Aetna. When moving to a single option platform, it is very difficult to compare employer and employee contributions. An attempt to do so would be very much like comparing apples and oranges. The rates below were calculated with the City absorbing approximately 75% of the total increase.

New payroll deductions for the medical plan will be:

Bi-Weekly Active Employees:		
	Employee + Family (Hired before 2/1/1990)	\$ 233.70
	Employee (Hired after 2/1/1990)	\$ 12.00
	Employee + Family (Hired after 2/1/1990)	\$ 293.07
Monthly – Commission		
	Employee	\$ 26.00
	Employee + Family	\$ 634.98
Monthly – Retiree, Cobra:		
	Employee	\$ 655.66
	Employee + Family	\$1,264.64
	(Cobra = monthly rates + 2%)	

Cigna is also being recommended to administer the City's Life/AD&D, Supplemental Life, Voluntary Short Term Disability, and Employer Paid Long Term Disability due to their competitive rates and ability to match the City's current plan designs. The combined savings for these lines of coverage is estimated at \$14,000 per year with a rate guarantee through June 30, 2018 for life insurances and long-term disability and through June 30, 2017 for short term disability.

The City will also transition the Employee Assistance Program (EAP) coverage to New Directions. This should result in effective coordination of care utilizing the Florida Blue Network.

It is important to share that the City's Wellness Clinic did play a favorable role to reduce overall medical claims cost. Attached is a two (2) year Return on Investment Study provided by the Gehring Group.

RECOMMENDATION: The Commission authorize the City Manager to execute the contracts with Florida Blue for healthcare and Cigna for dental insurance, life, and long-term disability and voluntary supplemental plans such as supplemental life insurance and short-term disability.

City of Lake Mary Health Center

Return on Investment Study

Item	EHC Utilization as Reported	Average Plan Cost*	Cost Avoidance	Average EHC COST**	Total Average EHC Cost	Return on Investment
Office Visits (11/20/12 - 11/30/14)	3,677	\$166	\$609,685	\$123	\$452,271	1.35:1
Prescriptions (11/20/12 - 11/30/14)	1,863	\$39.37	\$73,350	\$8.51	\$15,854	4.63:1
SUBTOTAL (OFFICE VISITS + RX)			\$683,034		\$468,125	1.46:1
Employee Savings	3,677 @ \$20 PCP 1,863 @ \$10 Rx		\$73,540 \$18,630		\$0	
Total Savings			\$775,204		\$468,125	1.66:1

* Office Visits include an estimated \$70 per lab cost and PCP Office Visits.

** EHC Office Visits Include all Labs, Office Visits, and ancillary services.

Ancillary Services: nursing services provided when patient is not seen by providers such as: blood draws, drug screens, laboratory

Exhibit 1: Proposed 2015-2016 Medical Plan Design

	<u>CURRENT (2014-2015) Plan Year</u>		<u>2015 - 2016 Plan Year</u>
	Base Option	Buy-Up Option	Single Option Plan Alternative
	HMO	HMO	HMO
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Deductible			
Single	\$500	\$500	\$750
Family Aggregate	\$1,000	\$1,000	\$1,500
Out of Pocket Maximum	Includes Ded., Coins, and Copays	Includes Ded., Coins, and Copays	Includes Ded., Coins, and <u>All</u> Copays
Single	\$2,000	\$500	\$1,500
Family	\$4,000	\$1,000	\$3,000
Coinsurance (EE Pays)			
Level of Coverage	20%	0%	10%
Physician Services			
Primary Care Office Visit	\$20	\$20	\$20
Specialist Office Visit	\$40	\$20	\$45
Preventive Services	\$20	\$20	100%
Lab, X-Ray, and other	No Charge	No Charge	No Charge
Chiropractic	\$20 after CYD	\$20 after CYD	\$30 after CYD
Hospital Services			
Inpatient	20% after CYD	CYD	10% after CYD
Outpatient	20% after CYD	CYD	10% after CYD
Physician Services	20% after CYD	CYD	10% after CYD
Emergency Room	\$125	\$100	\$200
Urgent Care	\$75	\$50	\$75 / \$100
M.H. / S.A.			
Inpatient	20% after CYD	CYD	10% after CYD
Outpatient	\$40 after CYD	\$20 after CYD	\$45 after CYD
Rx Benefit			
Generic Drugs	\$10	\$10	\$15
Formulary Drugs	\$35	\$35	\$40
Non-Formulary Drugs	\$60	\$60	\$75
Mail Order	2.5x Retail Copay	2.5x Retail Copay	2.5x Retail Copay

*If the City changes plan designs, the City's medical plan will no longer maintain grandfathered status.



**Employee Share of Health Insurance
Per Pay Period**

City	Employee Only	Family Coverage
Altamonte Springs	\$0.00	\$541.48
Apopka	\$0.00	\$280.91
Casselberry	\$30.00	\$245.00
	\$42.50	\$257.50
	\$67.50	\$282.50
	\$80.00	\$295.00
Deland	\$68.00	\$309.00
Lake Mary (Current)	\$0.00	\$251.09
	\$10.91	\$293.94
Longwood	\$0.00	\$298.17
	\$19.26	\$354.55
Maitland	\$0.00	\$342.35
		\$421.86
Ocoee	\$0.00	\$100.00
Orange City	\$0.00	\$607.16
Oviedo	\$0.00	\$260.03
(non-smoker/smoker)	\$30.00	\$290.03
Port Orange	\$0.00	\$220.90
	\$51.02	\$267.72
	\$52.56	\$378.22
		\$381.54
Sanford	\$40.00	\$267.50
Winter Garden	\$0 - \$56.35	\$149.30 - \$212.78
(Wellness Points)	\$20.71 - \$79.42	\$272.74 - \$360.03
	\$0 - \$40.91	\$319.17 - \$410.17
Winter Springs	\$0.00	
	\$2.50	\$178.28
	\$49.16	\$245.55

**Employee Share of Health Insurance
Per Pay Period**

Winter Park	\$10.00	\$185.00
	\$35.00	\$270.00
	\$60.00	\$330.00



CITY MANAGER'S REPORT

DATE: May 21, 2015
TO: Mayor and City Commission
FROM: Frank Cornier, Fire Chief
VIA: Jackie Sova, City Manager
SUBJECT: Surplus Fire Department bunker gear

My team has once again been approached by a local firefighter, Eduardo Idrogo, about donating our used firefighting bunker gear to less fortunate firefighters in Peru. These individuals have very little in the way of basic protective equipment and our used gear would be a great enhancement to their overall safety. Eduardo vacations in Peru and while down there, he assist the locals with the improvement of their fire service delivery.

After performing and audit of our gear, we have come up with nine 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. We would like to donate our decommissioned gear to this cause. Eduardo will arrange for its delivery to Peru and will ensure our logo is removed from the back of the coats. We have also required him to sign a hold harmless agreement making our city not responsible for the performance of this equipment.

RECOMMENDATION:

Request Commission declare above referenced bunker gear surplus and authorize City Manager to donate to less fortunate firefighters in Peru.

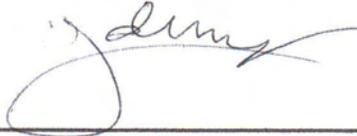


City of Lake Mary
Fire Department
911 WALLACE COURT • LAKE MARY, FLORIDA 32746

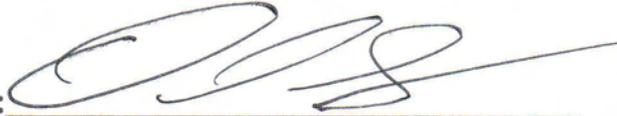


May 8, 2015

The City of Lake Mary in no way guarantees the security and safety of the used bunker gear given to Eduardo Idrogo, of Sanford, Florida, and, hereby, releases and holds harmless The City of Lake Mary, directors, officers, representatives, agents, and employees, from all claims, losses, liabilities, damages, and/or injuries (including the cost of defense) that may arise from the use of the used bunker gear.

SIGNED: 
Eduardo Idrogo

DATED: 05/11/15

SIGNED: 
FF Daniel Sanchez
City of Lake Mary Fire Department

DATED: 5/11/15

This document was prepared by The City of Lake Mary Fire Department



CITY MANAGER'S REPORT

DATE: May 21, 2015

TO: Mayor and City Commission

FROM: Bryan Nipe, Parks and Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Parks and Recreation Update for April 2015

Descriptive Report

Community Center	
Rentals	<ul style="list-style-type: none"> • There were 16 rentals in April. • At April's end, 147 rentals have been completed in FY2015, 84 of which have been completed in calendar year 2015. • At April's end, 69 City HOA meetings have been held in FY2015. • Following the May one year anniversary of opening, monthly and annual comparables will be shown.
Programs	<ul style="list-style-type: none"> • Zumba is holding steady at a 20 participant per class average. The evening classes are busier than the morning classes. • Tri-Balance Martial Arts is holding steady at a 15 participant per class average. • Young Rembrandts had 4 children participate in the April session. • Yoga is maintaining a 4 person per class average.
Sports Complex	
Rentals	<ul style="list-style-type: none"> • Soccer rentals are up 17.3% compared to April 2014.
Programs	<ul style="list-style-type: none"> • Spring season of kickball started on April 24th and has eight (8) teams participating compared to four (4) in spring 2014.
Skate Park	<ul style="list-style-type: none"> • 31 Annual Skate Park passes have been sold to date. • Pass usage is up 20.8% compared to April 2014. • Park usage hampered by multiple rainout days in early April.
Splash Pad	<ul style="list-style-type: none"> • Splash Pad usage was down 25.5% compared to April 2015. • Park usage hampered by multiple rainout days in early April.

Farmers Market	
	<ul style="list-style-type: none"> • Farmers Market vendors are up 30.3% from April 2014. • First Farmers Market Workshop was conducted on April 29th at the Community Center and was well attended and created good discussion among staff and vendors.
Events Center	
	<ul style="list-style-type: none"> • Hosted 16 weddings in April 2015. • Hosted the Seminole County Chamber of Commerce, Seminole County Healthy Start Baby Shower, the State of the City presentation, and a Public Risk Management meeting. • Hosted 7 corporate functions including: 2 day NAPA Managers Meetings, 2 day Symantec meeting, and the Greater Orlando Builders Assoc.
Tennis Center	
	<ul style="list-style-type: none"> • Holding steady at 160 members. • Lake Mary Tennis Center is now approved by the USTA to host Tier 8 and Tier 9 sanctioned tennis tournaments.
Senior Center	
	<ul style="list-style-type: none"> • There are currently 494 members at the center – 143 or 29% are Lake Mary residents. A slight increase from counts prior to membership implementation. • AARP provided volunteers to prepare taxes from January until tax day – 302 people were assisted. • A day trip on SunRail to Winter Park was held with a maximum of 24 seniors – trip included their SunRail ticket, a one hour boat tour, and lunch. Because of the popularity of the trip, it filled within two days, a second trip was added for May.
Grounds and Facilities Maintenance	
	<ul style="list-style-type: none"> • Trailblazer dirt parking lot amended with permeable decorative rock. This has added beauty while increasing drainage and reducing dust. • Facilities staff worked with the Fire Department on building a commemorative wall outside of Station 37 offices.

MEMO

TO: Bryan Nipe, Director of Parks & Recreation

FROM: Cristin Rumler, Customer Service Representative

DATE: May 11, 2015



PARKS AND RECREATION MONTHLY ACTIVITY REPORT FOR THE MONTH OF: April 2015

EVENTS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	3	9	11	70
rentals	30	25	195	171
revenue	44,301.33	\$ 44,070.25	\$ 331,972.82	\$ 309,911.99
expenses	\$ 35,406.84	\$ 30,604.45	\$ 235,630.23	\$ 202,682.19

SENIOR CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	129	132	839	820
individual participants	2609	2308	16420	15015
revenue	\$ 407.66	\$ 1,515.58	\$ 18,452.16	\$ 20,866.27
expenses	\$ 7,709.14	\$ 7,848.51	\$ 51,909.83	\$ 55,536.56

COMMUNITY CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	71	-	423	-
non-revenue uses	11	-	69	-
rentals	16	-	147	-
rental revenue	\$ 4,116.99	-	\$ 47,919.80	-
expenses	\$ 9,890.04	\$ 12,991.88	\$ 67,071.67	\$ 45,021.65

TENNIS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	160	152		
revenue	\$ 1,605.80	\$ 1,577.45	\$ 9,564.30	\$ 9,138.80
expenses	\$ 2,803.92	\$ 2,421.01	\$ 23,471.20	\$ 26,541.44

OTHER REVENUES	Current Month	This Month Last YR	Current YTD	Previous YTD
Farmers Market	\$ 1,735.97	\$ 1,251.89	\$ 12,112.09	\$ 14,934.93
Skate Park	\$ 157.06	\$ 333.94	\$ 2,478.64	\$ 2,158.52
Splash Park	\$ 1,205.87	\$ 1,581.15	\$ 4,301.33	\$ 3,184.91
Park Rentals	\$ 445.00	\$ 230.00	\$ 1,439.06	\$ 657.83
Sports Complex	\$ 771.05	\$ 1,519.99	\$ 19,515.60	\$ 20,752.57
Leagues	\$ 1,005.00	\$ 1,625.00	\$ 9,230.00	\$ 9,750.00
Concession (Trailhead & Sports Comp.)	\$ 1,855.95	\$ 675.00	\$ 6,081.20	\$ 4,516.24
Summer Camp	\$ 12,595.00	\$ 3,950.00	\$ 13,695.00	\$ 3,950.00
TOTAL OTHER REVENUES	\$ 19,770.90	\$ 11,166.97	\$ 68,852.92	\$ 59,905.00

**FACILITIES MAINTENANCE
MONTHLY REPORT**

**WORK ORDER EXPENSES**

TYPE	Apr-15	YTD	Apr-14	YTD	Apr-15	YTD	Apr-14	YTD
LABOR	58%	44%	49%	38%	\$ 3,720.90	\$ 34,100.67	\$ 2,980.68	\$ 30,903.42
MATERIALS	33%	22%	10%	30%	\$ 2,107.25	\$ 16,845.23	\$ 6,380.23	\$ 26,072.04
CONTRACTOR	9%	34%	41%	33%	\$ 600.00	\$ 50,310.17	\$ 240.00	\$ 44,314.04
TOTALS	100%	100%	100%	100%	\$ 6,428.15	\$101,256.07	\$ 9,600.91	\$101,289.50

WORK ORDERS BY BUILDING

FACILITY	Apr-15	YTD	Apr-14	YTD
CITY HALL	8	69	8	87
COMMUNITY CENTER	3	35	6	15
EVENTS CENTER	4	37	4	48
EMPLOYEE HEALTH CLINIC	0	1	1	5
FLEET	3	15	0	7
FRANK EVANS MUSEUM	2	7	0	7
LIBERTY PARK	0	4	0	1
MUNICIPAL COMPLEX	7	46	5	56
PARKS BUILDING	1	12	2	24
POLICE DEPARTMENT	7	50	11	48
PUBLIC WORKS BUILDING	3	22	2	27
SPORTS COMPLEX	4	22	3	22
STATION #33	2	23	5	25
STATION #37	0	19	3	17
TENNIS CENTER	3	29	3	21
TRAILHEAD PARK	0	6	1	5
WATER TREATMENT PLANT	0	6	1	11
TOTALS	47	403	55	426

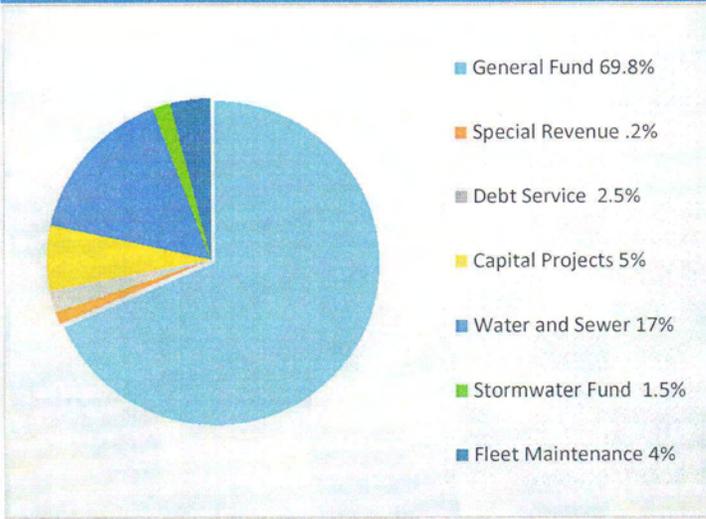
WORK ORDERS BY CATEGORY

FACILITY	Apr-15	YTD	Apr-14	YTD
APPLIANCES	2	29	2	18
DOORS - INT, EXT, & HARDWARE	5	39	6	28
ELECTRICAL	14	140	21	151
FIRE ALARM SYSTEMS	1	2	0	9
FIRE SPRINKLER SYSTEMS		0	0	0
HVAC	4	24	5	31
JANITORIAL	4	13	4	19
MISCELLANEOUS	9	50	10	60
PAINT - INTERIOR & EXTERIOR	1	6	1	3
PEST CONTROL	1	5	1	6
PLUMBING	5	33	5	37
PREVENTATIVE MAINTENANCE	1	58	0	63
SECURITY SYSTEMS		4	0	1
SEPTIC TANKS		0	0	0
VENDING		1	0	0
TOTALS	47	404	55	426

City of Lake Mary Budget Snapshot as of April 30, 2015

(58% of fiscal year elapsed)

Fiscal Year 2014 - 2015 Adopted Budget



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 6,327,960	\$ 6,199,753	98.0%
Franchise & Utility Taxes	6,077,242	2,768,228	45.6%
Business Tax Receipts	118,110	119,193	100.9%
Permits	833,645	598,156	71.8%
Fines & Forfeitures	72,074	57,145	79.3%
Intergovernmental	1,577,791	793,750	50.3%
Charges for Services	1,408,350	861,431	61.2%
Investment Income/Other	212,000	147,767	69.7%
Operating Transfers In	1,015,000	592,083	58.3%
Total Revenues	\$ 17,642,172	\$ 12,137,506	68.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 96,882	\$ 54,196	55.9%
City Manager	634,437	320,443	50.5%
City Attorney	95,000	21,397	22.5%
City Clerk	233,155	123,242	52.9%
General Government	1,098,953	261,212	23.8%
Risk Management	16,000	12,030	75.2%
Finance	514,731	271,541	52.8%
Information Systems	305,894	143,367	46.9%
Community Development	622,775	334,266	53.7%
Building	499,153	221,721	44.4%
Facilities Maintenance	390,739	213,609	54.7%
Police Operations	5,118,507	2,746,303	53.7%
Fire Combat	4,629,920	2,367,766	51.1%
Fire Prevention	374,775	178,273	47.6%
Support Services	946,119	472,093	49.9%
PW Admin & Engineering	246,365	124,375	50.5%
Streets/Sidewalks	502,699	248,241	49.4%
Parks & Recreation	1,766,449	884,436	50.1%
Events Center	443,838	235,630	53.1%
Community Center	124,242	67,072	54.0%
Senior Center	103,697	51,910	50.1%
Tennis Center	50,181	23,471	46.8%
Transfers Out	1,537,708	896,996	58.3%
Total Expenditures	\$ 20,352,219	\$ 10,273,590	50.5%
<i>Fund Balance Forward</i>	14,138,405	15,368,972	108.7%
Current Fund Balance	\$ 11,428,358	\$ 17,232,888	150.8%

Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 632,208	\$ 368,788	58.3%
Expenditures			
PIRRB Series 2007	\$ 291,807	\$ 291,807	100.0%
PIRRN Series 2012	\$ 331,773	\$ 331,773	100.0%

Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 28,400	15,740	55.4%
Cemetery Sales	4,000	2,825	70.6%
Fines & Forfeitures	7,250	6,753	93.1%
Investment Income/Other	4,200	3,106	74.0%
Total	\$ 43,850	\$ 28,424	64.8%

Expenditures

	Budget	Year-to-Date	%
Training	\$ 23,000	\$ 8,436	36.7%
Operating & DARE	13,000	5,586	43.0%
Contributions	13,500	4,500	33.3%
Capital	133,410	83,702	62.7%
Heritage Park	185,000	-	0.0%
Cemetery Operations	7,225	2,374	32.9%
Total	\$ 375,135	\$ 104,598	27.9%

<i>Fund Balance Forward</i>	721,287	847,740	117.5%
Current Fund Balance	\$ 390,002	\$ 771,566	197.8%

Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 1,000	\$ -	-
Grants	-	62,745	0.0%
Intergovernmental/Other	434,000	317,102	73.1%
Transfers In	755,000	440,417	58.3%
Total	\$ 1,190,000	\$ 820,264	68.9%

Expenditures

	Budget	Year-to-Date	%
Capital Projects	1,962,108	644,723	32.9%
Total	\$ 1,962,108	\$ 644,723	32.9%

<i>Fund Balance Forward</i>	1,176,112	1,020,717	86.8%
Current Fund Balance	\$ 404,004	\$ 1,196,258	296.1%

Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,000,000	\$ 1,051,477	52.6%
Sewer Revenue	1,870,000	1,124,592	60.1%
Reclaimed Water	205,000	102,219	49.9%
Water Impact Fees	50,000	27,446	54.9%
Sewer Impact Fees	10,000	17,302	173.0%
Investment Income/Other	135,500	113,166	83.5%
Total	\$ 4,270,500	\$ 2,436,202	57.0%

Expenditures

	Budget	Year-to-Date	%
Operating Expenses	1,612,648	847,564	52.6%
Capital Projects	703,000	237,189	33.7%
Wholesale swr/reclaimed	1,333,000	702,233	52.7%
Transfers Out	1,039,500	606,375	58.3%
Total	\$ 4,688,148	\$ 2,393,361	51.1%

<i>Beg Unrestrict Net Assets</i>	14,683,952	13,860,913	94.4%
Available Net Assets	\$ 14,266,304	\$ 13,903,754	97.5%

Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 385,924	\$ 227,140	58.9%
Interest/Other	3,000	2,286	76.2%
Total	\$ 388,924	\$ 229,426	59.0%

Expenditures

	Budget	Year-to-Date	%
Operating Expenses	332,183	105,830	31.9%
Capital Projects	190,000	3,751	2.0%
Total	\$ 522,183	\$ 109,581	21.0%

<i>Unrestricted Net Assets</i>	268,592	556,543	207.2%
Available Net Assets	\$ 135,333	\$ 676,388	499.8%

Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 1,090,103	\$ 521,496	47.8%
Expenditures			
Operating Costs	\$ 282,006	\$ 140,102	49.7%
Vehicle Purchases	\$ 888,500	\$ 431,979	48.6%

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2015

Account Code	Description	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Y-T-D	% FYTD
311-10	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.5895	3.5895	3.5895	97.97%
	Ad valorem tax	\$ 7,325,514	\$ 6,470,685	\$ 6,072,711	\$ 6,029,358	\$ 6,146,678	6,327,960	6,199,753	
	Franchise & Utility:								
313-10	Duke Energy - Franchise	1,390,771	1,283,358	1,224,950	1,128,047	1,146,509	1,134,190	529,491	46.68%
313-11	FP&L - Franchise	618,712	586,291	545,433	535,600	591,267	568,537	233,606	41.09%
313-40	Propane - Franchise	6,871	7,090	10,010	5,864	8,367	8,585	4,888	56.94%
313-70	Solid Waste - Franchise	398,317	402,902	419,745	428,368	441,060	442,491	189,079	42.73%
	Total Franchise	2,414,671	2,279,641	2,200,138	2,097,879	2,187,203	2,153,803	957,064	44.44%
314-10	Duke Energy - Utility	1,427,828	1,348,464	1,249,357	1,288,610	1,310,121	1,297,751	591,534	45.58%
314-11	FP&L - Utility	608,592	607,667	601,224	648,297	729,688	717,878	355,035	49.46%
314-20	Telecommunications	2,239,495	2,025,484	2,011,704	2,093,587	1,746,328	1,857,389	833,350	44.87%
314-80	Propane Gas - Utility	45,090	45,535	47,512	40,838	52,307	50,421	31,245	61.97%
	Total Utility	4,321,005	4,027,150	3,909,797	4,071,332	3,838,444	3,923,439	1,811,164	46.16%
	Total Franchise & Utility	6,735,676	6,306,791	6,109,935	6,169,211	6,025,647	6,077,242	2,768,228	45.55%
	Licenses and Permits:								
321-60	Business Tax Receipts	118,244	119,026	115,373	118,964	117,319	118,110	119,193	100.92%
322-10	Building Permits	446,621	501,449	851,192	1,543,828	864,080	720,524	532,919	73.96%
322-20	Electrical Permits	23,460	31,702	63,819	45,976	77,580	48,118	27,945	58.08%
322-30	Plumbing Permits	14,431	12,861	43,687	30,639	28,629	33,687	10,851	32.21%
322-40	Mechanical Permits	22,539	23,054	25,243	32,685	50,765	31,316	26,441	84.43%
	Total Licenses & Permits	625,295	688,092	1,099,314	1,772,092	1,138,373	951,755	717,349	75.37%
	Fines & Forfeitures:								
351-10	Court Fines	61,303	66,172	59,132	69,858	71,304	56,474	28,823	51.04%
351-30	False Alarm Fees	4,300	1,850	4,225	3,950	500	600	500	83.33%
351-50	Violation of Local Ordin.	6,174	12,901	7,810	33,586	47,850	15,000	27,822	185.48%
	Total Fines & Forfeitures	71,777	80,923	71,167	107,394	119,654	72,074	57,145	79.29%
	Intergovernmental:								
312-41	Local Option Gas Tax	216,519	204,746	224,965	249,978	250,577	258,107	126,103	48.86%
334-00	Grants	5,142	18,575	3,241	2,096	20,860	-	-	
335-12	State Rev. Share/Gas Tax	257,351	268,887	275,591	293,595	319,579	336,458	183,005	54.39%
335-14	Mobile Home License	59	35	108	114	71	60	47	78.33%
335-15	Alcoholic Beverage Lic.	11,101	20,566	9,829	5,572	20,052	12,000	98	0.82%
335-18	1/2 Cent Sales Tax	801,704	795,364	800,439	834,141	880,882	957,126	480,987	50.25%
	Firefighter Supplement	11,730	10,580	11,200	11,740	14,355	14,040	3,510	25.00%
	Total Intergovernmental	1,303,606	1,318,755	1,325,373	1,397,236	1,506,376	1,577,791	793,750	50.31%

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2015

Account Code	Description	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Y-T-D	% FYTD
Charges for Services:									
341-80	County Business License	12,368	12,665	10,715	10,836	11,098	11,000	8,799	79.99%
341-21	Zoning Fees	13,507	25,615	21,798	22,074	20,334	17,000	8,518	50.11%
341-22	Site Plan Fees	1,600	6,400	3,200	10,200	12,849	8,000	4,800	60.00%
341-22	Developer Bonus	17,000	-	-	-	-	-	-	-
342-10	Police Services	96,202	71,190	63,085	57,744	50,067	45,000	23,873	53.05%
342-60	Rescue Transport Fees	459,725	657,144	609,044	597,065	513,365	590,000	357,130	60.53%
347-10	Community/Events Center Rent	465,931	499,973	513,448	489,532	533,740	520,000	331,973	63.84%
347-15	Community Center	-	-	-	-	21,147	50,000	47,920	95.84%
347-20	Summer Camp Fees	-	-	-	-	51,475	45,000	13,695	30.43%
347-30	Farmers Market	27,879	36,838	31,379	29,719	23,107	25,000	12,112	48.45%
347-40	Skate Park Fees	14,794	16,296	8,819	4,221	3,198	4,000	2,479	61.98%
347-45	Splash Park Fees	25,157	23,504	24,274	22,811	25,760	24,000	4,301	17.92%
347-50	Park Rentals	990	675	630	1,082	783	850	1,439	169.29%
347-60	Sports Complex Rentals	22,620	24,658	27,330	29,288	30,620	30,000	19,516	65.05%
347-70	Softball Leagues	17,250	16,875	13,930	16,575	14,050	15,000	9,230	61.53%
347-80	Concession Revenues	11,619	5,444	679	2,435	7,326	7,500	6,081	81.08%
347-90	Tennis Center Revenues	56,801	52,204	50,231	40,729	23,364	16,000	9,564	59.78%
	Total Charges for Services	1,243,443	1,449,481	1,378,562	1,334,311	1,342,283	1,408,350	861,430	100.00%
Other:									
361-10	Interest	325,340	229,730	192,570	(1,038)	173,777	120,000	70,269	58.56%
363-10	Streetlighting	46,643	32,802	32,780	32,484	32,729	32,000	18,315	57.23%
364-00	Sale of Capital Assets	408	15815	51,917	388	701	-	2,314	-
369-00	Other Miscellaneous Rev.	158,056	113,923	160,060	126,900	151,663	60,000	56,869	94.78%
	Total Other Revenue	530,447	392,270	437,327	158,734	358,870	212,000	147,767	69.70%
Transfers In:									
381-00	Transfers from W&S	850,000	850,000	850,000	900,000	985,000	1,015,000	592,083	58.33%
381-00	Transfers from Cemetery FD	-	-	125,000	900,000	985,000	1,015,000	592,083	58.33%
	Total Transfers In	850,000	850,000	975,000	900,000	985,000	1,015,000	592,083	58.33%
	Total General Fund Revenue	18,685,758	17,556,995	16,494,389	17,868,336	17,622,881	17,642,172	12,137,505	68.80%
	Carry-forward Fund Balance	13,375,292	15,145,583	15,066,183	16,369,093	17,541,260	14,138,405	14,138,405	100.00%
	Total Available	\$ 32,061,050	\$ 32,702,578	\$ 31,560,572	\$ 34,237,429	\$ 35,164,141	\$ 31,780,577	26,275,910	82.68%

FINANCE DEPARTMENT
MONTHLY REPORT
April 2015

Purchasing/AP Activity	Apr-15	FYTD	Apr-14	FYTD
Purchase Orders Encumbered	32	262	48	340
Bids/RFPs Processed	1	5	0	4
Express Purchase Orders Processed	10	80	7	79
Express P.O. - Average \$ Value	\$139		\$124	
Checks Issued to Vendors	261	1,625	247	1,512
P-Card Transactions	325	2,133	325	2,057
P-Card Average \$ Value	\$139		\$155	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	47	285	39	290
Items Deposited	2,697	18,919	2,983	19,596
Deposited Items Returned	4	28	4	18
Credit/Debit Card transactions	592	3,735	415	3,077
Credit/Debit Card Sales	\$75,584	\$592,277	\$72,112	\$468,733
Employees Paid	385	3,066	379	2,906

Utilities Activity				
Utility Refund Checks	18	133	1	106
Utility Turn-offs for Non-payment	38	161	16	119
Door Hangers for Non-pay prepared	180	1,060	105	898
Delinquent Letters Mailed Out	N/A	1,840	256	2,368
Utility Service Complaints Handled	12	108	23	137
Garbage Service Complaints Handled	N/A	59	18	89
Existing Utility Accounts Closed	65	443	47	405
New Utility Accounts Opened	64	425	37	420
Utility Bank Draft Customers	1,163		1,118	
Electronic Utility Payments	1,122	7,797	1,100	7,843
Paperless Billing Customers	725		714	
Current Residential Water Customers	4,754		4,726	
Current Residential Sewer Customers	2,596		2,588	
Current Residential Garbage Customers	4,983		4,897	
Current Commercial Water Customers	446		451	
Current Commercial Sewer Customers	382		384	
Current Commercial Garbage Customers	242		240	

IT Activity				
Helpdesk tickets logged	199	1,030	147	825
Computer/Server/Network tickets	193	990	148	795
Cell Phone tickets	6	35	4	30
Helpdesk tickets resolved	205	1,035	152	827
Average resolution time (days)	1		1	
Intranet/Website Updates	3	37	6	61
Unique Website Visitors	20,038	126,222	24,089	113,917

Items of Interest During Reporting Period



MEMORANDUM

Date: May 21, 2015
To: Mayor & City Commission
FROM: Gary Schindler, City Planner *gs*
THRU: John Omana, Community Development Director
VIA: Jackie Sova, City Manager
RE: April 2015 Planning and Development Activity

FY2014-2015 WORKLOAD DATA

	FY2014		FY2015	
	APRIL	Total YTD	APRIL	Total YTD
Land Use Amendments	0	0	0	0
Rezoning	0	4	0	0
Conditional Use	0	1	0	3
Subdivisions/Plat	0	4	1	3
Site Plans	2	7	2	4
Variances	0	1	0	0
Vacates	0	0	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	1
PUD Development Agreement & Amendments	0	1	0	0
Development Agreements, New	0	0	0	1
DRC Reviews	1	4	2	4
Home Occupation Review	4	31	3	26
Business License Review	17	76	23	203
Arbor Permits (non-development related)	24	102	17	99
Zoning Verification Letters	0	3	2	6
Site Permits Issued	0	5	1	6
Building Permits Review	54	246	58	241
Number of Pages Scanned	0	0	0	0

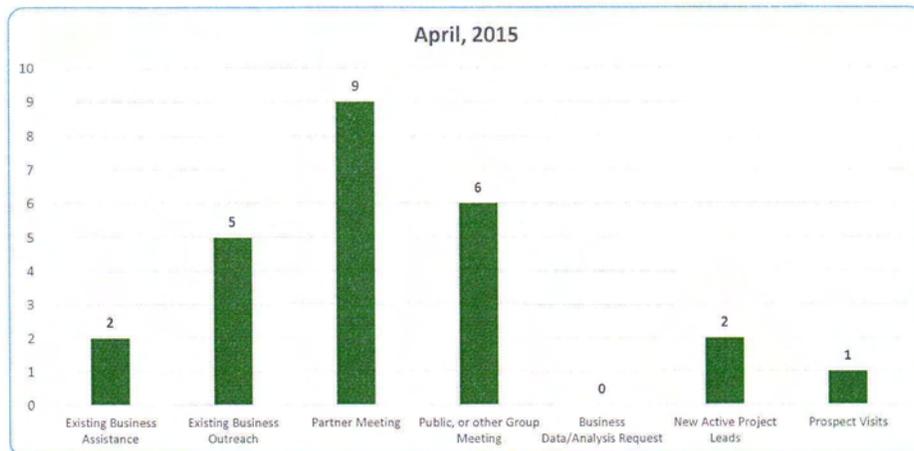
Significant Meetings & Issues:

- April 1 – Meeting about North Sun Drive property development**
- April 2 – First Step Meeting with Allan Goldberg**
- April 7 – First Step Meeting for 142 W. Goodheart & meeting about subdivision of property on Gehr Lane**
- April 8 - Lake Mary Pediatrics DRC Meeting, State of the City Preparation Meeting**
- April 9 – Central Parc Heathrow Phase 3 Pre-con Meeting**
- April 10 – Leadership Seminole Meeting**
- April 14 – Sanford Airport Noise Abatement Committee Meeting**
- April 15 – MetroPlan/FTA walking tour & audit, CRA coordination Meeting with the City of Winter Springs & Crystal Reserve PSP DRC Meeting**
- April 20 – State of the City Preparation, meeting to discuss development on N. Sun Dr. & meeting with citizen regarding arbor violation**
- April 21 – SunRail/Mahnken Site Meeting, Leadership Seminole**
- April 22 – MetroPlan Orlando Bicycle & Pedestrian Advisory Committee Meeting**
- April 27 – Meeting with home owner of 327 Wood Street**
- April 29 – City Development Team Meeting**
- April 30 – State of the City Meeting, Griffin Property Meeting**

Activity Summary

City of Lake Mary, Economic Development Activity Summary April, 2015	
Activity Code	Explanation
Existing Business Assistance	Existing business assistance involving a problem, and follow-up
Existing Business Outreach	Existing business outreach meeting or interview
Partner Meeting	Meeting with Economic Development partners
Public, or other Group Meeting	Public meetings, or other group meeting
Business Data/Analysis Request	Data and analysis request processed
New Active Project Leads	Meetings associated with new projects that develop into follow-up action or incentive
Prospect Visits	Meeting with business potentially interested in relocating or expanding in Lake Mary

Activity Count	April, 2015
Existing Business Assistance	2
Existing Business Outreach	5
Partner Meeting	9
Public, or other Group Meeting	6
Business Data/Analysis Request	0
New Active Project Leads	2
Prospect Visits	1
Total Count	25



Milestones:

Development and presentation of the State of the City. The theme for this year was "Then and Now".
Helped coordinate the final approval of the Deloitte Consulting agreement between Seminole County/Lake Mary and the Company.



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

City of Lake Mary -
Economic Development Activity Report

Activity Detail

City of Lake Mary, Economic Development Activity Log

April, 2015

Name	Date	Activity Code	Explanation
Tom	4/2/15	Partner Meeting	Monthly MEDO (Municipal Economic Developer Organization) meeting at City of Deltona. Discussed land opportunities in Deltona, coordination between West Volusia County Cities and North Seminole County Cities. Future meetings will invite the Mayor from each jurisdiction to discuss City Economic Development priorities.
Tom	4/2/15	Public, or other Group Meeting	City Commission Workshop on the US 17-92 CRA. Board direction is to submit an application for a project within the City, utilizing CRA funds, for a Gateway treatment of the Weldon Blvd./US 17-92 area.
Tom	4/3/15	Existing Business Outreach	Meeting with local realtor group to discuss relocating companies and their need for housing assistance.
Tom	4/6/15	Partner Meeting	Meeting with Seminole State College (SSC) to discuss economic development partnerships.
Tom	4/6/15	New Active Project Leads	Communication with potential new restaurant chain interested in developing on International Parkway. The development of new restaurants and cafes is being sought by employers in this area.
Tom	4/8/15	Partner Meeting	Meeting with ECFRPC Staff (East Central Florida Regional Planning Council) to discuss potential project work in the future.
Tom	4/9/15	Public, or other Group Meeting	Attended the Sanford Regional Chamber's State of the Cities Luncheon.
Tom	4/10/15	Existing Business Assistance	Meeting with Deloitte Staff to discuss progress at their new Lake Mary facility.
Tom	4/13/15	Partner Meeting	Participated in meeting with SSC's Small Business Development Center to discuss plans to eventually start a Food Incubator in the Community.
Tom	4/14/15	Existing Business Outreach	Seminole County Chamber - Lake Mary Coffee Club Meeting. Outreach to existing businesses.
Tom	4/14/15	Public, or other Group Meeting	Attended the Seminole County Board of County Commissioners meeting for hearing and approval of Deloitte Consulting LLP incentives.
Tom	4/14/15	Prospect Visits	Meeting with new business (confidential status) to tour real estate in the City of Lake Mary. Project involves creation of up to 150 new jobs. This is a competitive project with both in-state and out-of-state competition.
Tom	4/15/15	Partner Meeting	Meeting with MetroPlan and Federal Transit Administration Staff to tour Lake Mary's transit oriented development.
Tom	4/16/15	Partner Meeting	Meeting with Florida High-Tech Corridor Staff to discuss projects and partnerships.
Tom	4/16/15	Partner Meeting	Meeting with Aci Architects to discuss downtown plans and other Lake Mary initiatives.
Tom	4/17/15	Public, or other Group Meeting	Attended the Florida League of Cities Economic Development Summit in Orlando.
Tom	4/20/15	Partner Meeting	Teleconference with SSC, UCF, CSCF and other partners to discuss education and training resources for a new major economic development project (confidential status).
Tom	4/21/15	Existing Business Outreach	Meeting with Land Strategy firm to discuss Lake Mary real estate opportunities.
Tom	4/21/15	Partner Meeting	Participated in Student Project presentations for SSC's Business Information Management Capstone course.
Tom	4/23/15	Existing Business Outreach	Participated as a judge in the Extension Service's Poster Judging competition.
Tom	4/24/15	New Active Project Leads	Provided a letter preserving inducement to Enterprise Florida for potential ED project (confidential status) involving 150 jobs in Lake Mary.
Tom	4/28/15	Existing Business Outreach	Seminole County Chamber - Lake Mary Coffee Club Meeting. Outreach to existing businesses.
Tom	4/28/15	Public, or other Group Meeting	Attended County Board workshop addressing US 17-92 CRA and local Jobs Growth Incentive program.
Tom	4/30/15	Public, or other Group Meeting	"Then and Now" State of the City Presentation.
Tom	4/30/15	Existing Business Assistance	New active project lead for master planned development of a large land holding located in Lake Mary's Midtown area.



Lake Mary Police Department

MONTHLY REPORT - APRIL 2015

	FY 2015 APR	FY 2015 YTD	FY 2014 APR	FY 2014 YTD
Monthly Call Volume	5,602	33,324	4,759	32,368
Response Times (in minutes)				
Priority 1	3.68		3.6	
Priority 2	3.31		4.57	
Priority 3	7.62		8.13	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	4	0	2
Robbery	2	6	1	3
Assault/Battery	8	62	8	50
Burglary	5	42	3	31
Theft, all other	14	102	20	113
Motor Vehicle Theft	1	6	0	4
Theft of Motor Vehicle Parts	0	6	0	9
Arson	0	0	0	0
D.U.I.	3	22	7	22

Total Arrests

Adults	26	226	40	236
Juveniles	2	17	0	17

Traffic Calls

Crashes	56	431	51	359
Criminal Citations	11	78	14	98
Citations- non criminal	227	1,445	439	2,244
Parking citations	9	48	4	68
K9 Deployments	18	80	7	60
Agency Assist; outside Jurisdiction	49	334	48	366

Alarms

Total	84	658	76	623
Business	51	365	58	410
Residential	33	293	18	213

Total Responses to

City Ordinance Violations

49	150	36	158
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Lake Mary Police Department - April 2015 Events

Patrol Division

LMPD's Honor Guard served at the funeral of Ocala police officer, Jared Forsyth.

Ofc. J. Peets, Honor Guard, served at SSC's Law Enforcement Academy graduation.

Provided escort for the Annual Torch Run, a benefit for Special Olympics.

K-9 Demonstrations and Special Ops assistance were given at:

Family Fun Day, Holy Cross Transportation Day and Lake Mary Elementary Art Festival.

Provided traffic direction for Trailblazer event, benefitting Seminole County's Friends of Abused Children and Sports 4 the Kids.

Criminal Investigations Division

Arrests were made closing cases involving Lewd and Lascivious, Vehicle Grand Theft, Vehicle Burglary and Residential Burglary.

20 cases were routed to Economic Crimes Task Force, 16 cases were closed, 12 being worked.

Detective Umana was awarded Police Officer of the 1st Quarter for her dedication and initiative demonstrated in the Criminal Investigations Division; Inv. Riddle received Chief's Commendation for his efforts as Financial Crimes Investigator; and CID received a Unit Citation for the investigation/search warrant served in a recent bank robbery.

Det. Hernandez completed a week long course in Sex Crimes Investigation.

Sgt. Gowen provided CRD training on Career Survival, and agency training on the Prolific Offender program, and LMPD's new portable Crime Scene Barrier.

CID processed multiple applications for F.D., Comm. Center and Property Technician positions.

CID attended the Safehouse Board Meeting.

Community Relations Division

CRD members participated in Lake Mary's Family Fun Day, helping to mentor relationships between citizens and LMPD.

Officer Gillett provided Robbery and Safety training to all staff members of the Central Florida Postal Credit Union, and provided a debriefing for bank tellers involved in the March robbery.

Participated in Lake Mary Prep's Health and Safety Fair.

Represented LMPD at Seminole State College's Law Enforcement Recruitment Fair.

Officer Gillett was a key note speaker at Central Florida Builders Association Conference, covering realtor safety, procedures and self defense tactics for all attendees.

Officer Fuehrer attended the Lake Mary Elementary Spring Arts festival, participating in the dunk tank and assisting the K-9 Division with their demonstration.

Officer Fuehrer and other officers participated in CODE Red Drill at Crystal Lake Elementary.

Officer Gillet taught a Stranger Danger class for children and parents, including how to recognize a "bad stranger" and how to get help. She also held a debriefing for concerned residents as a response to the recent Lewd and Lascivious case occurring in their neighborhood.

Holy Cross Transportation Day - worked with preschoolers teaching them about Community Policing, police vehicles and our K-9 Division.

Assisted in installing car seats and educated eight families on car seat installation and child restraint safety.

Support Services Division

Ashley Greenhut received the Civilian of the 1st Quarter award for her positive attitude, outstanding performance and dedication to the Records Division.

Records personnel attended Juvenile Citation Training hosted by the State Attorney's Office.

Gerald Minchin was promoted to Evidence Specialist.

PUBLIC WORKS UPDATE

April 2015

Streets/Sidewalks – 432

1. Station House area parking, utility and road improvements substantially complete. Final Completion activities should begin May 6th.
2. Parking lot for Community Building bid on April 6th.
3. Emma Oaks Trail sidewalk waiting on Duke transmission pole replacements.
4. Street pavement condition survey complete.
5. Resurfacing of cold-mix roads 2nd, S. 4th, Johnson, Ruskin, Monroe, Short, Pine, Almyra, & Lakeshore to begin in mid-May and last 1-2 weeks.

Water Treatment – 434

1. Designing a variable frequency drive unit for high service pump number 1 to provide more efficient operation.
2. 12-month average daily water demand 2.98 million gallons (2% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.46, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Public Works Equipment Canopy 95% complete.
2. Meter Change-out Program – ongoing.
3. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
4. Palmetto Street Turn Lane and Lake Mary Blvd. Sewer Project bid date of May 7th.

	Apr-15	FYTD	Apr-14	FYTD
Work Orders Completed	37	182	29	188
Sidewalks Repaired (Feet)	335	976	100	1,960
Street Signs Installed	15	92	7	90
Streets Paved (Miles)	0	0.00	0	3
Paved Streets Maintained (Asphalt - Tons)	4.50	22.00	4.50	24
Millions Gallons Treated	95	625	95	612
New Water Meters Installed	3	12	3	25
Waterlines Installed (Feet)	0	100	0	230
Waterline Breaks Repaired	17	128	22	138
Meters Exchanged	23	304	21	202
Turn-On/Turn-Off (Customer Request)	129	867	84	825
Turn-Offs/Non-Payment	36	159	16	119
Water System Dist. Valves Exercised	37	125	20	180
Vehicle Preventative Maint. Inspections	51	349	49	339
Vehicles/Equipment Serviced	90	620	86	568



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



Monthly Report

April 2015

Administration and Emergency Operations

We responded to 303 emergency alarms, had 135 transports, and accumulatively participated in 664 hours of EMS and fire related training during the month of April.

Emergency Operations personnel had an additional 30 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Administrative personnel continued work on specifications for the new pumper. This will be purchased next budget cycle.

Two new firefighters have been hired to fill vacancies. Their starting date will be June 1, 2015.

Fire Prevention

Fire inspectors conducted 335 combined inspections and 55 plan reviews.

Activities included – continued training new fire inspector, site visits for several projects to resolve issues, employee evaluation, conducted UL fire alarm service tests and worked on City EOC Drill. Conducted Fountain Parke shift training for the Operations crew, assisted with planning for the City's Relay for Life Team, and worked on Gate Code project checking all the gates in the City to ensure newly assigned code works. Had a "file day" to clean up building inspection files and conducted a public education brainstorming session to plan for all upcoming events, Open House and Poster Contest.

Meetings attended – First Step, SEED, Staff, Relay for Life, DRC, CFFMIA, EMOT, FM Seminole and City Development Team. Also participated in FFCA/FFMIA State Legislative Conference Calls and FFMIA Board monthly conference call.

Classes/Training Completed/Attended –

CPR Refresher – 2 hours

Public Records Request – 1 hour

Harassment Elimination – 1 hour

Fire Sprinkler Training – NFSA Annual Conference – 2 classes – 8 hours

Public Education Events –

Lake Mary Prep Safety Fair – Display/Props – Est. 200 in attendance – 3 hours

701/801 International Pkwy. – Fire Drill – 500 in attendance – 1 hour

901 & 1001 International Pkwy. – Fire Drill – 300 in attendance – 1 hour

Family Fun Day – City Hall - 300 in attendance – 6 hours

Lake Mary Elementary Arts Event – apparatus/table/props – 200 in attendance – 4 hours

911 Checks - 4

Human Resources

April 2015 Report

Employment	04/15	YTD	04/14	YTD
Applications received/acknowledged	66	421	101	235
New Hire Orientations	0	16	1	7
Resignations/Terminations	2	12	3	9
Current Vacancies (FT/PT Employment Opportunities)	7	44	7	20
Positions filled in house	0	3	1	6
Positions filled outside	0	16	0	6
Surveys Conducted/Completed	27	87	12	53
Employee Evaluations	44	119	46	135
Employee Verifications	3	34	6	35
Personnel Actions Initiated	36	244	42	221
Grievances Filed	0	2	0	1
Employee Insurance Assistance	4	20	5	29
Current Full Time Employees	179		177	
Current Part Time Employees	16		15	
Special Projects				
Insurance renewals				
Personnel Policy Manual				
Insurance				
	04/15	YTD	04/14	YTD
On the Job Injuries - Medical Attention Required	0	3	1	4
On the Job Injuries - No Medical Attention Required	0	1	0	1
City Vehicle Accidents Reported - Under \$500	1	3	0	7
City Vehicle Accidents Reported - Over \$500	0	3	0	2
Loss/Damage Reports - Under \$500	0	6	0	6
Loss/Damage Reports - Over \$500	2	6	0	1
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	0	0	0	0
Liability/Claimant Incident Reports - Under \$500	0	0	0	4
Liability/Claimant Incident Reports - Over \$500	0	0	1	3
Special Hearings/Mediations	0	0	0	0

**CITY CLERK'S OFFICE MONTHLY REPORT
APRIL 2015**

	FY 2015		FY 2014	
	APRIL 15	YTD	APRIL 14	YTD
MINUTES PREPARED (SETS)	2	13	2	11
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	0	3	1	4
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	2	1	1
PROCLAMATIONS PREPARED	4	17	7	14
OCCUPATIONAL LICENSES				
NEW	22	176	18	123
RENEWALS	14	333	10	246
TRANSFERS	3	34	4	35
REVENUE GENERATED	\$1,575.00	\$26,773.25	\$1,672.50	\$25,983.50
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	2	25	4	18
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0



CITY MANAGER'S REPORT

DATE: May 1, 2015

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: April Monthly Report

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Apr-15	YTD	Apr-14	YTD	Apr-15	YTD	Apr-14	YTD
COMMERCIAL - NEW	0	1	0	21	\$ -	\$ 1,032,000	\$ -	\$ 624,599
COMMERCIAL - ALTERATION	18	75	9	54	\$ 821,222	\$ 14,411,750	\$ 1,232,512	\$ 15,139,585
RESIDENTIAL - NEW	8	20	12	22	\$ 4,794,414	\$ 3,005,214	\$ 2,638,800	\$ 31,191,150
RESIDENTIAL - ALTERATION	18	79	11	69	\$ 175,047	\$ 768,346	\$ 37,330	\$ 822,121
ELECTRICAL - NEW/ALTERATION	23	147	14	118	\$ 148,715	\$ 2,175,335	\$ 195,774	\$ 18,507,502
ELECTRICAL - TEMP/PREPOWER	21	49	9	59	\$ 1,900	\$ 6,500	\$ 700	\$ 5,000
MECHANICAL - NEW/ALTERATION	21	179	33	158	\$ 250,412	\$ 8,682,773	\$ 317,054	\$ 4,047,618
PLUMBING - NEW/ALTERATION	12	95	9	81	\$ 82,011	\$ 638,045	\$ 99,222	\$ 1,652,706
ROOFING - TILE, METAL & FLAT	0	19	13	56	\$ -	\$ 383,727	\$ 88,224	\$ 1,267,977
RE-ROOFING	42	200	18	88	\$ 504,686	\$ 3,592,990	\$ 206,395	\$ 1,165,211
SWIMMING POOL	2	9	3	14	\$ 87,196.00	\$ 2,398,196.00	\$ 106,020	\$ 353,985.00
SCREEN ENCLOSURE	1	10	1	10	\$ 3,115	\$ 67,344	\$ 15,422	\$ 87,908
FENCE	15	52	14	38	\$ 15	\$ 122,972	\$ 39,103	\$ 89,471
SIGN	7	26	2	22	\$ 19,347	\$ 87,978	\$ 8,100	\$ 194,181
FOUNDATION ONLY	0	0	0	1	\$ -	\$ -	\$ -	\$ -
DEMOLITION	0	2	0	1	\$ -	\$ 13,700	\$ -	\$ 12,000
TOTALS	188	963	148	812	\$ 6,888,080	\$ 37,386,870	\$ 4,984,656	\$ 75,161,014

BUILDING INSPECTIONS PERFORMED				
TYPE	Apr-15	YTD	Apr-14	YTD
BUILDING	204	1578	422	1329
ELECTRICAL	74	617	171	556
MECHANICAL	40	302	80	303
PLUMBING	36	364	109	223
TOTALS	354	2861	782	2411

MAJOR PROJECTS

1. Fountain Parke
2. Station House
3. Central Parc

FIRST STEP MEETINGS

1. 143 W. Goodheart Ave