



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA**

**THURSDAY, DECEMBER 15, 2016 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: December 1, 2016**
- 6. Special Presentations**
  - A. Presentation to Mayor David J. Mealor in Recognition of 20 years of service - Mark Sittig, Florida League of Cities**
- 7. Citizen Participation - This is an opportunity for anyone to come forward and address the Commission on any matter relating to the City or of concern to our citizens. This also includes: 1) any item discussed at a previous work session; 2) any item not specifically listed on a previous agenda but discussed at a previous Commission meeting or 3) any item on tonight's agenda not labeled as a public hearing. Items requiring a public hearing are generally so noted on the agenda and public input will be taken when the item is considered.**

**8. Unfinished Business**

- A. Ordinance No. 1555 - Imposing a Moratorium on Medical Cannabis Activities - Second Reading (Public Hearing) (John Omana, Community Development Director) (Legislative)**
- B. Ordinance No. 1556 - Amending the City of Lake Mary Firefighters' Retirement System - Second Reading (Public Hearing) (Dianne Holloway, Finance Director)**

**9. New Business**

- A. Ordinance No. 1558 - Amendment to the Planned Unit Development Developer's Agreement for St. Peter's Episcopal Church, 700 Rinehart Road; Father Charlie Holt, applicant - First Reading (Public Hearing) (Quasi Judicial) (Krystal Clem, Senior Planner)**
- B. Request for a variance from §160.07, Resource Protection Standards/City Code of Ordinances, for property located at 630 S. Country Club Rd., Mr. Steven Williams, applicant (Public Hearing) (Quasi Judicial) (Krystal Clem, Senior Planner)**
- C. Ordinance No. 1557 - Final Planned Unit Development (PUD) for Lake Emma Sound, a 78-lot single family residential subdivision and office outparcel; southwest corner of Rinehart Road and Anderson Lane; CPH, Inc., Mr. Javier E. Omana, applicant - First Reading (Public Hearing) (Quasi-Judicial) (Steve Noto, City Planner)**
- D. Preliminary Subdivision Plan for Lake Emma Sound, a 78-lot single family residential subdivision and office outparcel; southwest corner of Rinehart Road and Anderson Lane; CPH, Inc., Mr. Javier E. Omana, applicant (Public Hearing) (Quasi-Judicial) (Steve Noto, City Planner) (THIS ITEM WILL BE HEARD BUT NO ACTION IS TO BE TAKEN UNTIL SECOND READING OF THE FINAL PUD)**
- E. Resolution No. 989 - Authorize and Direct the Execution and Delivery of an Instrument of Adoption and Indenture of Trust to Florida Fixed Income Trust (Florida FIT)**
- F. Resolution No. 990 - Pay Plan (Jackie Sova, City Manager)**

**10. Other Items for Commission Action**

**11. City Manager's Report**

- A. Items for Approval**

**a. Vehicle & Equipment Replacements for FY 2017**

**B. Items for Information**

**a. Monthly Department Reports - October & November**

**C. Announcements**

**12. Mayor and Commissioners Report - 4**

**A. Appointments/Reappointments to Various Advisory Boards**

**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: January 5, 2017**

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

4  
5 1. Call to Order

6  
7 The meeting was called to order by Mayor David Mealor at 7:03 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 Dev. Director  
Steve Noto, City Planner  
Tom Tomerlin, Economic Dev. Director  
Bruce Paster, Public Works Director  
Bryan Nipe, Parks & Recreation Director  
Mike Biles, Police Captain  
Toby Palmer, Battalion Chief  
Katie Reischmann, City Attorney  
Mary Campbell, Deputy City Clerk

20  
21  
22  
23  
24  
25  
26  
27  
28 5. Approval of Minutes: November 3, 2016  
29 November 17, 2016 Strategic Workshop

30  
31 **Motion was made by Commissioner Brender to approve the minutes of the**  
32 **November 3, 2016, City Commission meeting, seconded by Commissioner**  
33 **Lucarelli and motion carried unanimously.**

34  
35 **Motion was made by Commissioner Lucarelli to approve the Strategic Workshop**  
36 **minutes of November 17, 2016, seconded by Commissioner Brender and motion**  
37 **carried unanimously.**

38  
39 6. Oath of Office

40  
41 A. Mayor David J. Mealor

42  
43 The City Attorney administered the Oath of Office to Mayor David Mealor. He was  
44 joined by his wife, Laurie.

45  
46 B. Commissioner Gary L. Brender, Seat 1

1  
2 The City Attorney administered the Oath of Office to Commissioner Gary Brender.

3  
4 C. Commissioner Sidney C. Miller, Seat 3

5  
6 The City Attorney administered the Oath of Office to Commissioner Sidney Miller. He  
7 was joined by his partner, Micki Overton.

8  
9 Commissioner Brender thanked the citizens. He said he always takes an unopposed  
10 election as kind of a thank you for doing what he has been doing. He will endeavor to  
11 keep it going. He said as long as it stays fun he will keep doing it. We are going into a  
12 new time. The City is hitting another period of growth, and we are soon going to be  
13 turning from a greenfield city to a redevelopment city. There are a lot of exciting things  
14 ahead and he looked forward to working with this teammates. To all the employees and  
15 staff, we have an amazing ability to acquire talent and keep talent in this city. Our 200  
16 employees that run this 9.9 square mile patch of Florida always amaze him and what a  
17 great staff we have.

18  
19 Commissioner Miller thanked his partner, Micki Overton and granddaughter, Lindsay  
20 Miller for joining him tonight. He said "ditto" to what Gary said. We are extremely  
21 fortunate in this city. He loved it and has been here 28 years. He said ditto especially  
22 what Gary said about staff, the City Manager, City Attorney and the people he serves  
23 with on this Board.

24  
25 Mayor Mealor said while this is a remarkable moment for the three of them and the  
26 other two commissioners that were elected unopposed during the last session, we are  
27 going to move into one of those moments that mean a great deal to this city under  
28 Special Presentations.

29  
30 7. Special Presentations

31  
32 A. Citizen Lifesaving Awards Dianne Piercy, Debra Schrock, and Nicole Rinto

33  
34 Captain Mike Biles came forward. He asked Dianne Piercy, Debra Schrock and Nicole  
35 Rinto to come forward.

36  
37 Captain Biles said the City makes every opportunity to recognize folks. We take that  
38 very seriously and appreciate those going above and beyond. On September 5, 2016,  
39 a heroic act of teamwork, selflessness and courage were displayed by Dianne Piercy,  
40 Nicole Rinto and Debra Schrock. As a result of these actions, a life was saved.

41  
42 Captain Biles said it was the afternoon of September 5<sup>th</sup> when Ms. Piercy noticed a  
43 vehicle that was stationary at the SunTrust Bank on Lake Mary Boulevard. This vehicle  
44 was making loud noises and she could see smoke coming from the window. Without  
45 hesitation she ran over to the car and tried to see if she could help remove the person  
46 that was sitting in there. This alerted other citizens that something out of the ordinary

1 was occurring. The brief chaos and commotion prompted two employees from  
2 McDonald's, Nicole Rinto and Debra Schrock, to run over to SunTrust and assist Ms.  
3 Piercy with the individual inside the car. These three heroes worked together,  
4 physically pushing the car forward in order to gain access to the drivers side door.  
5 They assisted the driver from the vehicle and moved him to a safe location away from  
6 the fire. They stayed with him until help arrived as the driver was actively trying to walk  
7 back to the car that was on fire. Because of the quick action and selfless effort  
8 displayed by Dianne, Nicole and Debra, a driver's life was saved.

9  
10 Captain Biles thanked the ladies for their commitment to life, for going above and  
11 beyond, assisting a member of the community, and for exemplifying to all of us the  
12 importance of self-sacrifice.

13  
14 Mayor Meador read the award: For your distinguished actions and quick response in the  
15 assistance of removing a motorist from a vehicle fire, your selfless act in putting others  
16 first demonstrates your commitment to the community. Thank you. City of Lake Mary  
17 Police Department, Chief of Police Steve Bracknell, presented December 1, 2016.

18  
19 Mayor Meador presented the lifesaving awards to Dianne Piercy, Debra Schrock, and  
20 Nicole Rinto.

21  
22 B. Medal of Valor Office Harold Langworthy

23  
24 Mayor Meador asked Officer Harold Langworthy and his family to join them at the  
25 podium.

26  
27 Captain Biles said the Medal of Valor is the second highest medal awarded by the  
28 Police Department. On November 8<sup>th</sup>, Lake Mary Police responded to an armed bank  
29 robbery in progress at the Wells Fargo Bank on International Parkway. The suspect  
30 reportedly held bank employees at gunpoint, filled a backpack with cash then fled the  
31 scene on a bicycle. Officer Langworthy was the first responding officer in the area and  
32 he located the suspect still traveling on the bicycle. Officer Langworthy exited his  
33 vehicle and gave chase to the suspect on foot while radioing his observations to other  
34 officers. Officer Langworthy was able to stay with the suspect long enough to see him  
35 discard the bicycle, enter a vehicle then flee north on International Parkway. He also  
36 noticed the suspect dropped a backpack during the chase. It was later determined that  
37 the backpack contained \$296,000 in cash and a stolen handgun used by the suspect to  
38 commit the robbery.

39  
40 Captain Biles said other responding officers were able to use the information put out by  
41 Officer Langworthy to successfully locate the vehicle on County Road 46A. Those  
42 officers pursued the suspects vehicle and after rendering the vehicle inoperable with  
43 the use of a tire deflation device, they were able to take the suspect into custody.

44  
45 Captain Biles said Officer Langworthy's rapid response to the scene, sound judgment,  
46 outstanding communication and courage was instrumental in the suspects capture.

1  
2 Mayor Mealor read the Medal of Valor: For your extraordinary actions in the line of duty  
3 which ultimately led to the apprehension of a felonious subject responsible for an armed  
4 robbery. You have displayed courage and perseverance, both of which reflect highly in  
5 your daily service and commitment to the community. This is presented by the City of  
6 Lake Mary Police Department, Chief of Police Steve Bracknell.

7  
8 Mayor Mealor presented the Medal of Valor to Officer Harold Langworthy.

9  
10 Captain Biles presented a certificate and a Medal of Valor pin to Officer Harold  
11 Langworthy.

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

20  
21 No one came forward at this time and citizen participation was closed.

22  
23 9. Unfinished Business

24  
25 There was no unfinished business to discuss at this time.

26  
27 10. New Business

28  
29 A. Ordinance No. 1555 Imposing a Moratorium on Medical Cannabis Activities  
30 – First Reading (Public Hearing) (John Omana, Community Development  
31 Director) (Legislative)

32  
33 The City Attorney read Ordinance No. 1555 by title only on first reading.

34  
35 Mr. Omana said this is a request for a moratorium on medical cannabis related  
36 activities. On November 8<sup>th</sup>, the Florida voters passed the Florida Right to Medical  
37 Marijuana initiative. That amends the Florida Constitution to authorize medical  
38 marijuana treatment centers to be established in the State of Florida. The passage of  
39 the said initiative expands the medical use of cannabis and related products to patients  
40 suffering from debilitating medical conditions. That represents a broader population of  
41 the patients than those eligible under the existing Compassionate Use Act and the Right  
42 to Try Act.

43  
44 Mr. Omana said with this potential for the regulatory framework to change, this raises a  
45 variety of substantial questions regarding the impact of medical cannabis activities upon  
46 the health, safety and welfare of the City of Lake Mary. If this is passed on second

1 reading, it will freeze any activities related to the medical cannabis type of uses as  
2 outlined in the initiative.

3  
4 Mr. Omana said as a point of information, a number of jurisdictions within the State of  
5 Florida, and specifically within Central Florida, have established a moratorium or are in  
6 the process of pursuing that through the respective boards and commissions. The  
7 importance of getting this action on the books before the end of the year is for purposes  
8 of allowing us to react accordingly.

9  
10 Mr. Omana said in terms of a timeline, November 8<sup>th</sup> the voters acted. In January 2017  
11 is when the enabling action will go into effect. Approximately six months from that  
12 January date is when the Department of Health and the state will come down with the  
13 standards, procedures, requirements and criteria on how to deal with these provisions  
14 and these types of establishments. The hope is by freezing it for 270 days it will allow  
15 us to put into place the regulations we feel are appropriate to react to this initiative being  
16 passed.

17  
18 Mr. Omana said this item went before the Planning & Zoning Board earlier this week on  
19 Tuesday evening and it was recommended for approval by a vote of 5 0.

20  
21 Deputy Mayor Duryea asked Mr. Omana if what he was saying is the state is going to  
22 oversee this. There aren't any regulations or procedures in place to make it work, and it  
23 would be wise for us to wait until those procedures and protocols go into effect.

24  
25 Mr. Omana said that is essentially correct.

26  
27 Mr. Reischmann said we don't know what the State Legislature might do about all of  
28 this. They can't overturn the initiative but they may well try to limit it in some way. It is  
29 very unclear. It is also unclear what the new Attorney General might do because the  
30 prior Attorney General had said we are not going to have any federal prosecutions for  
31 violation of the federal law making marijuana illegal to use. There could be any number  
32 of changes coming down.

33  
34 Ms. Reischmann said the real reason we want to try and get out in front on a zoning  
35 regulation is because if the legislature acts. In the recent past the legislature has  
36 generally preempted the field and if the City has a zoning regulation on the books that  
37 places these dispensaries exactly where we want them--assuming the Commission  
38 goes that route--they could go the route of saying they are illegal. Assume you go the  
39 route of placing them in certain areas then perhaps we are grandfathered in when there  
40 is legislation if there is. If there is legislation perhaps it says if you have an ordinance  
41 on the books you can still enforce that.

42  
43 Commissioner Miller said so no prescription is required. If the bill passed for medical  
44 marijuana he asked if there would be stores and you go buy it like you buy an aspirin.

45

1 Ms. Reischmann said you do need a prescription. It's not going to be like a drugstore  
2 for a number of reasons. One of those reasons is the threshold for getting a  
3 prescription is very low. You can basically go and say I have a headache and you'll get  
4 it. In states that have this provision similar to ours, it is basically recreational marijuana  
5 because it is pretty much open ended and there is a lot of illegal scripts going out and a  
6 lot of quacks that are writing these things.

7  
8 Ms. Reischmann said another reason why it isn't like regular drugstores is because they  
9 cant use the federal banks. Because of the illegality of marijuana the FDIC doesnt  
10 insure banks that use illegal money. They are a cash business so they have big piles of  
11 cash sitting in their registers. She didn't know what they did with them at the end of the  
12 day.

13  
14 Commissioner Brender said his daughter is in Colorado and every day a large armored  
15 truck appears in front of every one of these bud shops and picks up huge amounts of  
16 cash. You can't run it through the banks. You can't run it through Visa and  
17 MasterCard. You have to give cash because MasterCard can't support it because the  
18 federal government doesn't. The cash goes eventually to the banks through other  
19 means. It is some kind of laundering. The State of Colorado has collected \$72 million in  
20 taxes.

21  
22 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1555. No  
23 one came forward and the public hearing was closed.

24  
25 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1555 on**  
26 **first reading, seconded by Commissioner Miller and motion carried by roll-call**  
27 **vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner**  
28 **Miller, Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

29  
30 B. Release of Maintenance Bond for Pine Tree Terrace (Steve Noto, City  
31 Planner)

32  
33 Mr. Noto said this is the release of a maintenance bond for Pine Tree Terrace  
34 subdivision. When the subdivision projects receive their site construction permit and  
35 they go through the improvement process, when we do their final inspection they are  
36 required to give us a maintenance bond for all the public improvements that we will be  
37 receiving. The Pine Tree Terrace gave us a maintenance bond in the amount of  
38 \$8,850.81 which was based on 10% of the value of their improvements.

39  
40 Mr. Noto said on October 10, 2016, staff performed the final inspection and found the  
41 items that were dedicated to the City were in good repair at the time of inspection. Staff  
42 is recommending the release of that maintenance bond.

43  
44 **Motion was made by Commissioner Lucarelli to approve the release of the**  
45 **Maintenance Bond for Pine Tree Terrace in the amount of \$8,850.81, seconded by**  
46 **Commissioner Brender and motion carried unanimously.**

1  
2 C. Release of Maintenance Bond for Waterside (Steve Noto, City Planner)  
3

4 Mr. Noto said like the previous item, Waterside was completed roughly two years ago.  
5 One public improvement was a potable water distribution system located within a utility  
6 easement along Stillwood Lane. The bond amount was \$1,222.70 based on a  
7 percentage of the value of improvements.  
8

9 Mr. Noto said staff did an inspection on October 13, 2016, and found the improvements  
10 were in good repair at the time of inspection and recommended approval.  
11

12 **Motion was made by Commissioner Miller to approve the release of the**  
13 **Maintenance Bond for Waterside in the amount of \$1,222.70, seconded by**  
14 **Commissioner Brender and motion carried unanimously.**  
15

16 D. City of Sanford and City of Lake Mary Sewage Capacity Agreement (Dianne  
17 Holloway, Finance Director)  
18

19 Ms. Holloway said this agreement was originally written about nine years ago for  
20 Sanford to provide sewer service to certain properties within the incorporated city limits.  
21 Originally it was a wholesale agreement for sewer service. It was to provide capacity  
22 and sewer service to seven homes or 2,100 gallons per day. Waterside 1 has been in  
23 place with six homes. The Commission approved Waterside 2 which is nine homes so  
24 we had to increase the capacity.  
25

26 Ms. Holloway said the original agreement was that Lake Mary would send the sewer to  
27 Sanford but that is no longer happening. It is a private lift station collection system of  
28 Waterside that is connecting to Sanford. We are paying residential rates plus a 25%  
29 surcharge for these services so we wrote this agreement to be more of a wholesale  
30 capacity agreement to service these 15 homes.  
31

32 Ms. Holloway said Sanford has reviewed the agreement and are in agreement and will  
33 be taking it to their commission on December 12<sup>th</sup>.  
34

35 Commissioner Brender said Waterside will be paying the upcharge amount.  
36

37 Ms. Holloway said that was correct. We bill Waterside at Sanfords residential rate plus  
38 25%. In turn we send that money to Sanford.  
39

40 Commissioner Brender questioned why the 25%.  
41

42 Ms. Holloway explained it is outside their city limits and their rate ordinance has an  
43 outside city limits fee like we do.  
44

1 **Motion was made by Commissioner Lucarelli to approve the City of Sanford and**  
2 **City of Lake Mary Sewage Capacity Agreement and authorize the Mayor to**  
3 **execute, seconded by Commissioner Miller and motion carried unanimously.**  
4

5 E. Ordinance No. 1556 Amending the City of Lake Mary Firefighters  
6 Retirement System First Reading (Public Hearing) (Dianne Holloway,  
7 Finance Director)  
8

9 The City Attorney read Ordinance No. 1556 by title only on first reading.  
10

11 Ms. Holloway said we want to change the definition of salary for the Firefighters  
12 Pension Plan. The reason we want to do that is put it more in line with the rest of the  
13 employees of the City.  
14

15 Ms. Holloway showed an Employees FLSA Comparison chart on the overhead. This is  
16 the FLSA hours for fire, police, and general employees. The FLSA hours for the fire are  
17 2,912, police is 2,184, and general employees are 2,080. Overtime for the firefighters  
18 begins once they reach 106 hours every two weeks. Police get overtime once they  
19 reach 84 hours for every two weeks. For general employees she put 80 hours but they  
20 get overtime after 40 hours each week. We can see there is a difference in how much  
21 overtime is going towards some pensions.  
22

23 Ms. Holloway said when you look at the actuarial study, the Fire Pension Board  
24 approved an actuarial assumption study and experienced investigation to determine if  
25 the assumptions they used when they create their annual reports are in line with what's  
26 really going on. It hasn't happened in the fire department for at least eight years when  
27 GRS came on. Based on their findings and when they used actual data from the last  
28 eight years, what they have recommended and what the board has approved is by  
29 changing the assumptions to what's actually happened--this has to do with a reduction  
30 in percentage of salary assumption and some other factors we looked at--we would be  
31 looking at a reduction to the City contributions of \$83,000. The state last year  
32 mandated a change in the actuarial assumptions for the mortality tables.  
33

34 Mayor Mealor clarified that Ms. Holloway said a reduction of \$83,000.  
35

36 Ms. Holloway answered affirmatively.  
37

38 Ms. Holloway said the state mandated change to the mortality tables. They want us to  
39 adopt the same as the FRS is. We did that last year. That resulted in a reduction of  
40 City contributions of \$43,000. Those two together are reducing the City's contribution  
41 next year by \$126,000 which is 3.55% of payroll.  
42

43 Ms. Holloway said looking at the request from the firefighters, their FLSA hours they  
44 have to work, by coming to work because they work 24 on, two days off, and 24 on. By  
45 coming to work they are working 243 hours of overtime just by showing up for work  
46 each year. That is an average. They are getting 57 hours or so of overtime that when

1 the legislation changed in 2011 that they could only get 300 hours of overtime, its like a  
2 disservice to them because they have to come to work they are already making that  
3 overtime. The actuary did an impact statement by changing the definition of salary to  
4 go from that 300 hours to add an additional 243 hours to it. That will cost almost  
5 \$32,000. In actuality before you put all the magic of the actuarial computations  
6 together, the cash value of that is about \$18,000 a year or less because management  
7 does have the opportunity to control the overtime that is worked. Based on that we feel  
8 we can support the request from the firefighters to add another 243 to the definition of  
9 salary for overtime.

10  
11 Commissioner Miller said we are going from 300 to 543.

12  
13 Ms. Holloway said that was correct.

14  
15 Commissioner Brender remembered back when he was in the Navy working 80 to 120  
16 hour weeks and he knew what that did to him. He asked Ms. Holloway if she was  
17 seriously thinking these guys are going to work 543 extra hours in a year.

18  
19 Ms. Holloway said she did a study for the last three years. What happens with the fire  
20 department is sometimes you have individuals who want to work that time and some  
21 that don't want to work as much overtime. She didn't believe every firefighter is going to  
22 work 543 hours of overtime a year. As managers, we can manage that. We have a  
23 reserve program we are looking at to help mitigate some of the overtime hours. We  
24 also have a great fire chief that has the ability to manage that as well.

25  
26 Commissioner Brender said when you get into this overtime, particularly when you work  
27 in a dangerous field is what he was concerned about. When a guy has been 24 on and  
28 he's at the end of 23-1/2 of it and he goes out on a call, he knew what that was like. He  
29 thought there was much more to managing this than simply managing an hour here and  
30 an hour there. We have to make sure we're managing the people. That would be his  
31 caution in increasing these hours.

32  
33 Ms. Sova said we won't actually be increasing any hours. What we are trying to  
34 accomplish is allowing these people to earn pension on the hours they are already  
35 working. The pension used to stop at 300 hours and if they worked more than 300  
36 hours of overtime, they got paid for it but didn't get a pension benefit on that money. All  
37 of our other employees are getting a pension benefit on all the hours they work.  
38 General employees are controlled through the budget through department heads. Our  
39 general employees work very little overtime. Since we had Hurricane Matthew and had  
40 to get the park ready, we have had overtime in Parks and Public Works. Public Works  
41 has helped out with this. We had that unusual circumstance. Our police officers don't  
42 pop over 300 hours in a year. What this is about is fairness. We have had some injuries  
43 in the fire department this year and have had some vacant positions that have created  
44 the need for the team to work extra hours. They have actually gotten tired and don't  
45 want to do that anymore. We put in a reserve program. We have one person signed  
46 up to come in and take some of this relief when things get tough. We pretty much have

1 everybody back on board now. This isn't about managing their overtime as much as it  
2 is giving them pension benefit on the hours they are working. They have a new  
3 software program they are working with for scheduling. We feel that this \$18,000 cash  
4 outlay will be less than that every year. It's mostly about paying them the benefit that  
5 the other employees get and they dont.  
6

7 Commissioner Miller asked if they were allowed to sleep on a 24-hour shift. He said he  
8 had a conversation with the City Manager earlier this week and told her he was remiss  
9 in his understanding of what the fire department does and probably should spend some  
10 time there figuring it out. He was having a hard time conceiving them there working full  
11 time 24 hours a day. He questioned if they went at it 24 full hours without any rest.  
12

13 Lt. Shawn Anastasia and Battalion Chief Toby Palmer came forward. Lt. Anastasia said  
14 we are on 24-hour shifts but we are at the mercy of the calls. If the calls come and we  
15 run throughout the course of the night then sleep is a luxury. We are there to be on call  
16 and to respond at all hours of the day or night. We could get into a discussion of how  
17 call volume has expanded the last two years so we get less sleep. Everybody wants to  
18 do their part, everybody loves to chip in. Sometimes it becomes a grind when a shift  
19 stacks upon another shift and maybe you didn't get much sleep the night before. On  
20 the day to day operations we don't sleep during the day. If the night comes around that  
21 second night and you happen to get the unfortunate business of running calls  
22 throughout the night. The sleep deprivation thing is a tough thing. That is one of the  
23 things wearing on people because your off day really isn't an off day. You are  
24 recovering.  
25

26 Lt. Anastasia said the overtime situation that appears here isnt necessarily about the  
27 overtime. It's about the pensionable overtime. It used to be whatever overtime we  
28 worked was always pensionable and then from the state's perspective in 2011 they  
29 changed their rules and capped it at 300 hours. Our interpretation of it was it included  
30 that FLSA hours so the 243 was included in the 300 so we were really only working 50-  
31 something hours and it would say no pension on our pay stubs because we were  
32 getting paid but it just wasn't going into our pension. We can't control what happens at  
33 the state level. It was more about having a discussion and seeing if we can do an  
34 agreement at our level here about how we define that salary.  
35

36 Mayor Mealor said as a plan member it's trying to present something that is fairer.  
37

38 Commissioner Miller agreed and had no problem with that. What we are doing is  
39 exactly right and the cost is a benefit. Even if it was costing us something he wasn't  
40 sure he would argue with it either. His question was relating to at the end of a 24-hour  
41 shift you are going to work overtime. His perception of what the job is like is probably  
42 wrong. His perception of what the job is when you report to work on a 24-hour shift, you  
43 are not working the entire 24. He asked if they are allowed to lie down and take a nap  
44 and rest some of the time. It isn't reasonable to have people work 24 hours. At the end  
45 of 22-1/2 hours you are not going to be effective if you havent rested at all and thats  
46 going to be terrible for you in your high risk job. If you guys are going in there and

1 working 24 hours a day straight then he thought we should switch to 12-hour shifts. He  
2 said that makes no sense to him at all if you're doing that. If they don't have calls he  
3 asked if they are allowed to sleep.

4  
5 Lt. Anastasia answered affirmatively.

6  
7 Commissioner Miller said that was all he needed to hear. He said he needs to spend  
8 some time there to understand. He used to have a job where he worked 12 hours a day  
9 for 12 days and off two and he went to college full time when he was doing that. He  
10 said he was 22 or 23 years old. He said he wouldnt want somebody to come to his  
11 house and put out a fire after they had done was he was doing. He worried about  
12 people who think they can work 24 hours and then go risk their life carrying people out  
13 of a burning building. That scares him.

14  
15 Lt. Anastasia said it was his responsibility to be observant as to what is happening and  
16 if we've pushed somebody too far then we have to back off. It is his responsibility to  
17 recognize that.

18  
19 Battalion Chief Palmer said redundant to that is the battalion chief and we would be  
20 monitoring if he was to miss something. We have multiple layers of redundancy to  
21 make sure everybody is at the top level of being able to perform like they're supposed to  
22 perform. In answer to Commissioner Miller's question we do get to sleep during our 24-  
23 hour shift.

24  
25 Commissioner Brender said he would like to make sure you guys are actively  
26 monitoring that because he knows what sleep deprivation does. It is important  
27 particularly in these dangerous fields.

28  
29 Battalion Chief Palmer said he could assure you that as soon as the tone goes off and  
30 it's a structure fire or anything like that, we are up and running.

31  
32 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1556. No  
33 one came forward and the public hearing was closed.

34  
35 **Motion was made by Commissioner Brender to approve Ordinance No. 1556 on**  
36 **first reading, seconded by Commissioner Lucarelli and motion carried by roll-call**  
37 **vote: Deputy Mayor Duryea, Yes; Commissioner Miller, Yes; Commissioner**  
38 **Lucarelli, Yes; Commissioner Brender, Yes; Mayor Mealor, Yes.**

39  
40 11. Other Items for Commission Action

41  
42 There were no items to discuss at this time.

43  
44 12. City Manager's Report

45  
46 A. Items for Approval

1 a. Senior Center Interior Renovation Contract

2  
3 Ms. Sova said the first item is the Senior Center Interior Renovation Contract. We are  
4 ready to move forward with that. We did Invitation to Bid No. 17-01. We had three  
5 respondents and a wide range of cost estimates. Our team of Parks staff and TGF  
6 Architects reviewed those and we would like to award to the lowest bidder Morton  
7 Construction Company in the amount \$152,236.00.

8  
9 **Motion was made by Commissioner Miller to award the bid for renovation of the**  
10 **Senior Center to Morton Construction Company in the amount of \$152,236 and**  
11 **authorize the Mayor to execute contract, seconded by Commissioner Lucarelli**  
12 **and motion carried unanimously.**

13  
14 b. Mutual Aid Agreement with Orange County Sheriff's Office

15  
16 Ms. Sova said this is a mutual aid agreement with the Orange County Sheriff's Office for  
17 traffic enforcement assistance. This is basically a renewal that has come forward.

18  
19 **Motion was made by Commissioner Miller to approve the Mutual Aid Agreement**  
20 **with the Orange County Sheriff's Office and authorize the Mayor to execute,**  
21 **seconded by Commissioner Lucarelli and motion carried unanimously.**

22  
23 c. Bus Stop and Shelter Removal

24  
25 Ms. Sova said this is mostly for information about the bus stop on Lake Mary Boulevard  
26 where we are putting in the new feature. We have the construction plans for the first  
27 phase of that. Lynx is willing to take that bus stop out. It is one of their older styles.  
28 We wanted to inform the Commission about that.

29  
30 There were no objections from the Board.

31  
32 d. Surplus of Turnout Gear

33  
34 Ms. Sova said we have a surplus of turnout gear with the Fire Department. One of our  
35 firefighters would like to take this equipment to Bolivia on a trip that he will be making.  
36 She requested the Commission declare the turnout gear surplus and authorize the  
37 donation to Bomberos/Policia de Santa Cruz in Bolivia.

38  
39 **Motion was made by Commissioner Brender to declare turnout gear surplus and**  
40 **authorize the donation to Bomberos/Policia de Santa Cruz in Bolivia, seconded**  
41 **by Deputy Mayor Duryea and motion carried unanimously.**

42  
43 Ms. Sova said we had a sinkhole event on Sand Pond Road. Our portion of that  
44 sinkhole is covered by our insurance. We have a \$1,000 deductible. The sinkhole is in  
45 our right-of-way and roadway as well as on private property with Central Florida Box.  
46 Central Florida Box has a \$500,000 deductible. They are part of a major corporation.

1 We hired the geo-technical engineers, we got estimates to get the grouting done to fill  
2 up the sinkhole so we could begin work on restoration. We have had to work with  
3 Central Florida Box on that. We have been working through our attorneys with our  
4 insurance company as well as Katie (Reischmann) and we have come to a 50/50  
5 agreement for the grouting. Our insurance company will pay us back and then Central  
6 Florida Box will have to pay their half.

7  
8 Ms. Sova said we have a lot of attorney language going on because we also need to  
9 have a Temporary Construction Easement and Cost Sharing Agreement so we can  
10 have the work done on their property. There is language in there about mutual  
11 indemnification. The attorneys are still working that out.

12  
13 Ms. Sova requested permission to proceed and asked for the authority to sign the  
14 documents necessary to do this work so we don't slow it up. We all want to get that  
15 roadway back open and we don't want to wait for the December 15<sup>th</sup> meeting or the  
16 January 5<sup>th</sup> meeting while we wait for all this to be negotiated. It's just about complete.  
17 She asked for authority to sign what it takes to do this.

18  
19 Commissioner Miller asked the cost of their half.

20  
21 Mr. Sova said right now \$45,000 is the estimate for the grout.

22  
23 Commissioner Miller asked if that was their half or total.

24  
25 Ms. Sova said total. She expressed concern that they put in the easement agreement  
26 that it wouldn't exceed \$70,000. She was concerned if something goes wrong. We are  
27 looking at language so that is not so much of a definite. We are working hard, our  
28 insurance company's attorneys are working hard, and Katie and Bruce (Paster). There  
29 is a lot going on. We want to be able to move when it's time to do that. We know who  
30 we are going to hire to do the grouting. There is an agreement on that. We got the  
31 three quotes. It's a matter of everybody agreeing on the legal components of this  
32 matter.

33  
34 Ms. Reischmann said she wanted to add to the indemnity issue. If we are called on to  
35 indemnify Central Florida Box because someone is injured or whatever then the  
36 insurance company most likely won't cover that. They are covering everything else.  
37 Any time we have an indemnity is it an open ended thing.

38  
39 **Motion was made by Deputy Mayor Duryea to authorize the City Manager to sign**  
40 **the documents pertaining to the sinkhole on Sand Pond Road, seconded by**  
41 **Commissioner Lucarelli and motion carried unanimously.**

42  
43 B. Items for Information None

44  
45 C. Announcements - None

1 13. Mayor and Commissioners Reports 3

2  
3 Mayor Mealar thanked staff for the preview tonight of tomorrow's Holiday in the Park  
4 Tree Lighting. He thought it would be a wonderful event for our entire community.

5  
6 Mayor Mealar thanked the team that works with the museum. They are going to have  
7 the Holiday Open House on Sunday from 2:00 P.M. to 4:00 P.M.

8  
9 Commissioner Miller had no report at this time.

10  
11 Commissioner Lucarelli had no report at this time.

12  
13 Commissioner Brender had no report at this time.

14  
15 Deputy Mayor Duryea thanked Kathy Gehr and the Parks & Recreation Department for  
16 the tremendous job they do this time of year. It's always breathtaking. He gets a lot of  
17 positive feedback from people who think we pay somebody to do it.

18  
19 14. City Attorney's Report

20  
21 Ms. Reischmann had no report at this time.

22  
23 15. Adjournment

24  
25 There being no further business, the meeting adjourned at 7:56 P.M.

26  
27  
28  
29  
30 \_\_\_\_\_  
31 David J. Mealar, Mayor

30 \_\_\_\_\_  
31 Mary Campbell, Deputy City Clerk

32  
33  
34 ATTEST:  
35  
36  
37  
38 \_\_\_\_\_  
39 Carol A. Foster, City Clerk



## **MEMORANDUM**

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

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

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

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

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

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

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

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

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

**DISPOSITION:** Staff recommends approval of Ordinance No. 1555.

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

**ATTACHMENT:**

- Ordinance No. 1555

## ORDINANCE NO. 1555

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Administrative Relief Procedure.**

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

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

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

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

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

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

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

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

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

FIRST READING: December 1, 2016

SECOND READING: December 15, 2016

CITY OF LAKE MARY, FLORIDA

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**DAVID J. MEALOR, MAYOR**

**ATTEST:**

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**CAROL A. FOSTER, CITY CLERK**

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

---

**CATHERINE D. REISCHMANN, CITY ATTORNEY**

1 MINUTES OF THE LAKE MARY PLANNING & ZONING BOARD MEETING held  
2 November 29, 2016, 6:00 P.M., Lake Mary City Commission Chambers, 100 North  
3 Country Club Road, Lake Mary, Florida.  
4

5 I. Call to Order  
6

7 The meeting was called to order by Chairman Robert Hawkins at 6:00 P.M.  
8

9 II. Moment of Silence  
10

11 III. Pledge of Allegiance  
12

13 IV. Roll Call – Determination of a Quorum  
14

15 Chairman Robert Hawkins	John Omana, Community Dev. Dir.
16 Vice-Chairman Colleen Taylor	Steve Noto, City Planner
17 Member Justin York	Krystal Clem, Senior Planner
18 Member Steven Gillis	Tara Gould, Acting City Attorney
19 Member Sam Aycoth	Mary Campbell, Deputy City Clerk
20 Alternate Member Scott Threlkeld	

21

22 V. Approval of Planning & Zoning Board Minutes: September 13, 2016  
23

24 **Sam Aycoth moved to approve the September 13, 2016, Planning & Zoning Board**  
25 **minutes, seconded by Justin York and motion carried unanimously 5 – 0.**  
26

27 VI. Citizen Participation – This is an opportunity for anyone to come forward and  
28 address this Board on any matter relating to this Board or its actions. This also  
29 includes: 1) any item not specifically listed on a previous agenda but discussed  
30 at a previous board meeting; or 2) any item on tonight’s agenda not labeled as a  
31 public hearing. Items requiring a public hearing are generally so noted on the  
32 agenda and public input will be taken when the item is considered.  
33

34 No one came forward at this time and citizen participation was closed.  
35

36 VII. P&Z Public Participation Process:  
37

38 City staff and the applicant, or the agent for the applicant, will make their  
39 presentations first, followed by questions from the Planning and Zoning Board  
40 members. After the presentations from staff and the applicant, the chairman will  
41 open the public hearing portion of the meeting to allow interested parties to  
42 speak for or against the item being considered. The public is instructed to keep  
43 their presentation factual, not be redundant, and to direct all comments to the  
44 Board, not to the applicant or staff. From time to time, it may become necessary  
45 for the Chairman to limit the time that speakers may have. If a time limit is to be  
46 imposed, it will be announced at the time that the public hearing is opened. If a

1 speaker wishes to be heard for the record but does not have any new information  
2 regarding the item being considered, the speaker shall give his/her name and  
3 address for the record and state that they agree with the presentation made by a  
4 previous speaker, giving the specific name of the person. When the Chairman  
5 believes that no additional information is forthcoming, the Chairman shall close  
6 the public hearing portion of the meeting.  
7

8 VIII. Old Business  
9

10 There was no business to discuss at this time.  
11

12 IX. New Business  
13

14 D. 2016-ZTA-01: Recommendation to the Mayor and City Commission  
15 regarding an ordinance of the City of Lake Mary, Florida, establishing a  
16 temporary moratorium within the jurisdictional limits of the City of Lake  
17 Mary, prohibiting any and all medical cannabis activities during the  
18 moratorium period. Applicant: City of Lake Mary (Public Hearing –  
19 Legislative)  
20

21 Mr. Omana said on November 8<sup>th</sup> the Florida voters passed the Florida Right to Medical  
22 Marijuana Initiative. What that did was amend the Florida Constitution to authorize the  
23 development of medical marijuana treatment centers as defined within the proposal.  
24

25 Mr. Omana said what we are doing is proposing to the Mayor and City Commission an  
26 ordinance that will put a halt moratorium for a period of 270 days on all activities  
27 associated with the Florida Medical Marijuana Initiative. These are the facilities and  
28 dispensaries that would provide the cannabis related products to folks with medical  
29 conditions that meet the criteria. The reason we want to do this before year end is that  
30 in consulting with the City Attorney and City Manager, the effect of the November 8<sup>th</sup>  
31 action will become official in January. We wanted to get this moratorium on the books.  
32

33 Mr. Omana said what will happen is on the enabling day in January, the Florida  
34 Department of Health and associated folks at the state will have approximately six  
35 months to develop guidelines and criteria as to how these dispensaries are going to  
36 work. He said approximately six months but it could take a year. We just don't know.  
37 Knowing that some regulatory framework is going to be coming at us, we want to freeze  
38 the process and be prepared to address these issues as they come in from the state or  
39 the health department. Given the potential under the passage of the initiative raises  
40 substantial questions with respect to the impacts of medical cannabis activities on the  
41 health, safety, and welfare of the citizens and residents of Lake Mary. It is our  
42 recommendation that this moratorium be put in place so we can react and plan  
43 accordingly and appropriately to whatever may come out of that regulatory framework  
44 that will be forthcoming.  
45  
46

1  
2 Mr. Omana said other cities and counties within the State of Florida, and specifically  
3 Central Florida, have already adopted moratoriums or are now proceeding with some  
4 moratorium action given the events of November 8<sup>th</sup>. The ordinance before the Board  
5 will go before the Commission on December 1<sup>st</sup> for consideration. If approved by the  
6 Commission it will create the moratorium.

7  
8 Mr. Omana said he was available for any questions and the Acting City Attorney was  
9 available for questions from a legal standpoint.

10  
11 Chairman Hawkins asked Mr. Omana if he anticipated before he did anything that he  
12 waited on the Department of Health and the state to firm up their regulations and  
13 guidelines.

14  
15 Mr. Omana said that would be the plan. Let's assume it happens within a six-month  
16 period starting from January on then those regulations would come in and get filtered  
17 through all the local governments. We would take a look at it and say here's what we  
18 need to do. We would then formulate the necessary ordinances and standards that are  
19 appropriate and bring them back through the ordinance process and eventually to the  
20 City Commission.

21  
22 Chairman Hawkins said these dispensaries would have to have a place somewhere  
23 within the City to be able to be put.

24  
25 Mr. Omana said that was correct.

26  
27 Chairman Hawkins said just like strip clubs have a place where they can be put in the  
28 City.

29  
30 Mr. Omana said he had the opportunity to attend a Cannabis Conference in Haines City  
31 and over 100 people from numerous jurisdictions came. Some of the speakers were  
32 from Colorado and they gave some insight as to what is going on. What was interesting  
33 was the observations made by the legal teams there postured that marijuana is  
34 currently federally illegal. If that continues to be the case, it appears you have a good  
35 chance of being able to restrict and/or ban it at the local level. It doesn't have the  
36 constitutional protection as the adult entertainment uses that we know of. They've  
37 identified it from the Federal Supremacy Principle. If it's illegal at federal, it doesn't give  
38 you the constitutional right at the local (level). Based on the principles he just pointed  
39 out, there is the possibility that we may be able to restrict it and not allow them within  
40 the City. It's going to be interesting to see from a regulatory standpoint what comes out  
41 of the Department of Health, what comes back from the federal level, and what comes  
42 back from the local U.S. Attorneys who are tagged with the responsibility of enforcing  
43 the federal law. There are a number of variables that are going to be floating out there  
44 that may end up impacting how these are treated at the local level.

45

1 Tara Gould, Acting City Attorney, said we are also expecting some action from the  
2 legislative session. We are not sure how the legislature is going to handle any  
3 amendments to the current law/statutes based on the initiative. We will start seeing  
4 some proposed bills at some point. What's proposed and what's adopted are going to  
5 be two different things, but everything is in flux right now.

6  
7 Chairman Hawkins said some of this had to have been worked out when it went through  
8 Colorado and Washington.

9  
10 Mr. Omana said there are still some question marks based on the info we received from  
11 the Colorado folks. A lot of stuff is still in flux even in the Colorado initiative.

12  
13 Chairman Hawkins said we have the opportunity to extend the moratorium with a  
14 separate ordinance.

15  
16 Mr. Omana said in consulting with the City Attorney, generally the U.S. Supreme Court  
17 has recognized up to one year. We have taken the initial 270-day timeframe. If we need  
18 to extend it to 365 days we would have to come back with an amendment to the  
19 ordinance and stay within the guidance the U.S. Supreme Court has given us. Beyond  
20 that point he would have to defer to the City Attorney.

21  
22 Member York asked when they say amend the ordinance, did they mean extend the  
23 moratorium or an ordinance that would go into the Code of Ordinances because this  
24 moratorium is not going into the code.

25  
26 Mr. Omana said it would be an ordinance to extend the moratorium. It would be an  
27 amendment to this ordinance extending it however many days according to City  
28 Attorney guidelines.

29  
30 Ms. Gould said the moratorium would be an ordinance but it's just not codified.

31  
32 Vice Chairman Taylor asked if there were any applications pending.

33  
34 Mr. Omana said we have none in the system.

35  
36 Vice Chairman Taylor said a lot of it will depend on how the U.S. Attorney's Office  
37 through the new Attorney General intends to effect federal law on the states because it  
38 will be between different administrations. She encouraged the City to enforce the  
39 strictest ramifications and prohibitions as possible. She said she was speaking as a  
40 citizen.

41  
42 Member York concurred. He thought the moratorium was a good idea because you  
43 don't want to forego commerce where folks might come in and set up dispensaries that  
44 could bring revenue to the City and could promote economic activity. On the other hand  
45 in Colorado you have these folks that have dispensaries but they can't keep their cash  
46 in banks because they are federally regulated so they lock them in a safe in the store

1 and it makes them a target for crime. He thought since it is an unclear legal  
2 environment the moratorium would be a good idea.  
3  
4 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
5 came forward and the public hearing was closed.  
6  
7 **Colleen Taylor moved to approve 2016-ZTA-01, recommendation to the Mayor and**  
8 **City Commission regarding Ordinance No. 1555 establishing a temporary**  
9 **moratorium within the jurisdictional limits of the City of Lake Mary prohibiting any**  
10 **and all medical cannabis activities during the moratorium period, seconded by**  
11 **Justin York and motion carried unanimously 5 – 0.**  
12  
13

DRAFT



## **MEMORANDUM**

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

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

---

### **DISCUSSION:**

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

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

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

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

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

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

**RECOMMENDATION:**

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

Law Offices

**Christiansen & Dehner, P.A.**

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

September 15, 2016

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

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

Dear Audrey:

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

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

Yours very truly,



Scott R. Christiansen

SRC/dm  
enclosure

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

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

**ORDINANCE NO. 1556**

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAKE MARY, FLORIDA

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DAVID MEALOR, MAYOR

ATTEST:

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CAROL A. FOSTER, CITY CLERK

Approved as to form:

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CATHERINE D. REISCHMANN,  
CITY ATTORNEY

October 13, 2016

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

**Re: City of Lake Mary Firefighters' Retirement System**

Dear Audrey:

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

**Summary of Findings**

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

**Other Cost Considerations**

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

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

**Required Disclosures**

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

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

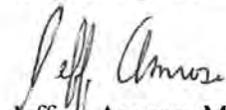
The calculations in this report are based upon overtime pay data provided by the City and upon information furnished by the Plan Administrator for the October 1, 2015 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees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

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

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

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

Respectfully submitted,



Jeffrey Amrose, MAAA  
Enrolled Actuary No. 14-6599



Trisha Amrose, MAAA  
Enrolled Actuary No. 14-8010

Enclosures

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM**

**Impact Statement – October 13, 2016**

**Description of Amendments**

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

**Funding Implications of Amendment**

An actuarial cost estimate is attached.

**Certification of Administrator**

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

---

For the Board of Trustees  
as Plan Administrator

## SUPPLEMENTAL ACTUARIAL VALUATION REPORT

### Plan

City of Lake Mary Firefighters' Retirement System

### Valuation Date

October 1, 2015

### Date of Report

October 13, 2016

### Report Requested by

Board of Trustees

### Prepared by

Jeffrey Amrose

### Group Valued

All active and inactive members of the Plan.

### Plan Changes Being Considered for Change

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

### Actuarial Assumptions and Methods

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

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

### Amortization Period for Any Change in Actuarial Accrued Liability

20 years

### Summary of Data Used in Report

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

### Actuarial Impact of Proposal(s)

See attached page(s).

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

None

### Other Cost Considerations

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

**ACTUARIALLY DETERMINED CONTRIBUTION (ADC)**

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

**ACTUARIAL VALUE OF BENEFITS AND ASSETS**

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

**CALCULATION OF EMPLOYER NORMAL COST**

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

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

**CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM**

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

**November 2016**

November 3, 2016

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

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

Dear Board Members:

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

GABRIEL, ROEDER, SMITH & COMPANY

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

**TABLE OF CONTENTS**

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

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

**SUMMARY OF FINDINGS**

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

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

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

Our recommendations are as follows:

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

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

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

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

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

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

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

**SUMMARY OF FINDINGS (CONTINUED)**

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

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

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

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

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

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

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

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

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

**Methodology**

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

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

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

**Basic Results and Conclusions**

*Rates of Salary Increase*

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

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

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

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

*Payroll Growth Assumption*

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

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

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

*Rates of Retirement*

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

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

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

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

*Rates of Retirement (continued)*

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

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

***Rates of Mortality***

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

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

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

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

Disabled Mortality for Special Risk Class Members

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

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

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

*Rates of Mortality (continued)*

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

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

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

*Rates of Employment Withdrawal*

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

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

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

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

*Rates of Disability*

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

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

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

### *Rate of Investment Return*

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

### HOW TO DETERMINE THE ACTUARIAL ASSUMED RATE OF RETURN

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

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

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

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

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

### FORWARD-LOOKING CAPITAL MARKET ASSUMPTIONS

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

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

*Rate of Investment Return (Continued)*

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

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

*Mapping the Target Asset Allocation*

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

*Build-up of Comparable Net Expected Returns*

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

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

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

*Rate of Investment Return (Continued)*

*Normalizing for Inflation*

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

*Returns Net of Investment-related Expenses*

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

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

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

**ARITHMETIC AND GEOMETRIC MEANS**

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

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

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

*Rate of Investment Return (Continued)*

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

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

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

**RECOMMENDATION**

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

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

**APPENDIX A**

**COMPARISON OF ACTUAL AND EXPECTED ANNUAL MEMBER SALARIES**

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

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

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

***PAYROLL GROWTH ASSUMPTION***  
**APPENDIX B**

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

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

**APPENDIX C**

**COMPARISON OF ACTUAL AND EXPECTED RETIREMENTS**

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

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

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

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

**APPENDIX D**

**COMPARISON OF ACTUAL AND EXPECTED SEPARATIONS**

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

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

**APPENDIX E**

***COMPARISON OF ACTUAL AND EXPECTED DISABILITIES***

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

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

**APPENDIX F**

**Purpose of the Actuarial Valuation**

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

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

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

**Role of Actuarial Assumptions**

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

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

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

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



## MEMORANDUM

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Krystal Clem, AICP, GISP  
Senior Planner

THRU: John Omana, Community Development Director  
Steve Noto, AICP, City Planner

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1558 - Amendment to the Planned Unit Development Developer's Agreement for St. Peter's Episcopal Church, 700 Rinehart Road; Father Charlie Holt, applicant - First Reading (Public Hearing) (Quasi Judicial) (Krystal Clem, Senior Planner)

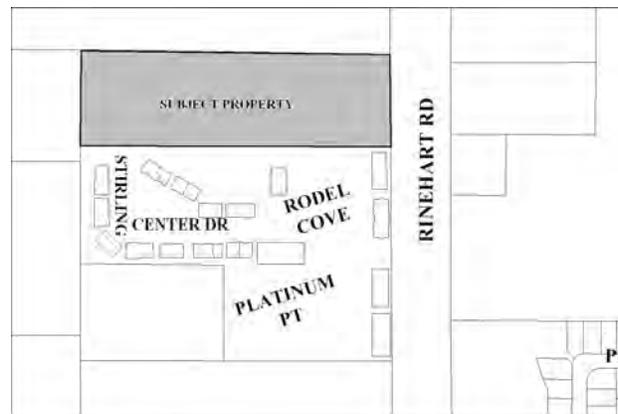
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**APPLICANT:** St. Peter's Episcopal Church, Father Charles Holt

**REFERENCE:** City Code of Ordinances and Comprehensive Plan

**COORDINATION:**  
Development Review Committee

**REQUEST:** The applicant is requesting an amendment to the existing PUD Developer's Agreement for St. Peter's Episcopal Church to change the building height requirements for the future Sanctuary.



## DISCUSSION:

**Location:** The subject property is located northwest of the intersection of Rinehart Rd. and Rodel Cove at 700 Rinehart Rd.

**History:** This plat of land was dedicated to St. Peter's Episcopal Church by the Diocese of Central Florida Inc. in March of 1986. In 1988, two buildings were constructed on the site. In 2011, the subject property was rezoned from Agricultural (A-1) to the St. Peter's Episcopal PUD. Also In 2011, an additional building was added to the site.

### Zoning

NW M1-A	N M1-A	NE PO
W M1-A	SITE PUD	E PO
SW M1-A	S PO	SE PUD

### Future Land Use

NW IND	N IND	NE COM
W IND	SITE IND	E COM
SW IND	S IND	SE HDR

## CRITERIA FOR REZONING:

**Need:** The applicant proposes to amend the height restrictions of the PUD for the construction of a new Sanctuary. The amendment would be to Section 4 (A) Building Height of the existing PUD. The current conditions are outlined below and shown in Exhibit A:

Building height for the future Sanctuary shall be regulated by the architects sketch, attached as "EXHIBIT A", which pertains to the load bearing height not exceeding thirty five (35) feet, roof height not exceeding sixty (60) feet and the architectural feature not exceeding twenty-four (24) feet, for a total height not to exceed eighty-four (84) feet.

### Requested Amendment:

Building height for the future Sanctuary shall be regulated by the architects sketch, attached as "EXHIBIT A", which pertains to the load bearing wall height not exceeding sixty (60) feet, roof height not exceeding sixty-nine (69) feet and the architectural feature not exceeding forty-seven (47) feet, for a total height not to exceed one hundred sixteen (116) feet.

Exhibit A demonstrates the proposed changes that the applicant is requesting and Exhibit B outlines the site plan.

- A. Justification:** The property is currently a PUD and the change in height restriction will only apply to the future Sanctuary. All other structures are limited to an exterior wall height of thirty-five (35) feet

and a roof height of forty-three (43) feet, (eight (8) feet above the highest wall height).

- B. Effect of Change In and Around Area:** The site has been zoned as a PUD since 2011. There will be limited effect on the surrounding area since the PUD will be staying the same except the height changes to the Sanctuary. The proposed steeple height increase is thirty-two (32) feet, the maximum roof height increase is nine (9) feet and the load bearing wall height increase is twenty-five (25) feet.

Since the building is significantly set back from the road, and the surrounding area is zoned as M-1A, Office and Light Industrial and PO, Professional Office, there should be limited effect to the surrounding area.

- C. Amount of Similar Zoned Land and Comparable Undeveloped Land in Area:** Of the sixteen (16) properties within a three-hundred (300) foot buffer of the property, they are all zoned as either M-1A, Office and Light Industrial or PO, Professional Office.
- D. Relationship to Comprehensive Plan:** The proposed Future Land Use (FLU) designation of the property is IND (Industrial). The IND designation is consistent with the area and the original PUD that was created in 2011. The PUD amendment will keep the characteristics of the original PUD the same except the height limits on the future Sanctuary.

**Compatibility to City Code:** The requested PUD Amendment is compatible with the City's Comprehensive Plan & the Code of Ordinances.

**FINDINGS OF FACT:** The above referenced findings of fact A through D are determined to support the request for a PUD amendment. The request meets the relevant sections of the City's Code of Ordinances and Comprehensive Plan. Staff recommends approval.

**PLANNING AND ZONING BOARD:** At their regular November 29, 2016 meeting, the Planning and Zoning Board unanimously recommended approval, 5-0, of the requested PUD Amendment for St. Peter's Episcopal Church PUD, located at 700 Rinehart Rd, to increase the height restrictions for the future Sanctuary.

**LEGAL DESCRIPTION:** LOT 1, ST. PETER'S EPISCOPAL CHURCH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

**ATTACHMENTS:**

- Ordinance No. 1558
- Developers Agreement as Attachment "A" to Ordinance
- Location Map
- Future Land Use Map
- Zoning Map
- Aerial
- November 29, 2016, Planning & Zoning Board meeting minutes

**ORDINANCE NO. 1558**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA TO AMEND AND RESTATE ST PETER'S EPISCOPAL CHURCH PLANNED UNIT DEVELOPMENT AGREEMENT FOR CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED AT 700 RINEHART ROAD, LAKE MARY, FLORIDA, TO ALLOW A TALLER BUILDING HEIGHT FOR THE FUTURE SANCTUARY AS OUTLINED IN SECTION 4(A) HEIGHT REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, Rev. Charlie Holt, acting as agent for St. Peter's Episcopal Church, has petitioned the City of Lake Mary, Florida, to Amend the PUD, Planned Unit Development, Developer's Agreement ("The Agreement") for 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

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, held a duly noticed public hearing on the proposed amendment to The Agreement 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's Comprehensive Plan and that sufficient competent and substantial evidence supports the amendments to The Agreement 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 amend The Agreement; and

**WHEREAS**, the Planning and Zoning Board recommended approval of this Ordinance at its November 29, 2016 meeting.

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

**Section 1.** Section 4(A) of The Agreement is amended as follows:

4(A) Building Height:

Building height for the future Sanctuary shall be regulated by the architects sketch attached as "EXHIBIT A", which pertains to the load bearing wall height not exceeding ~~thirty five (35)~~ sixty (60) feet, roof height not exceeding ~~sixty (60)~~ sixty-nine (69) feet and the architectural feature not exceeding ~~twenty-four (24)~~ forty-seven (47) feet, for a total height not to exceed ~~eighty-four (84)~~ one hundred sixteen (116) feet. All other buildings are not to exceed 35 feet, of the highest exterior wall. Roof height and other structures not to exceed 43 feet, (8 feet above the highest wall height).

In addition, Exhibit "A" and Exhibit "B" of The Agreement are amended as shown in Attachment "A" to this Ordinance, the Amended and Restated Agreement.

**Section 2.** In all other respects, The Agreement remains the same.

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

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

**Section 5.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: December 15, 2016

SECOND READING: January 5, 2017

**PASSED AND ADOPTED this 5th day of January, 2017.**

ATTEST:

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Carol A. Foster, City Clerk

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David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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CATHERINE REISCHMANN, CITY ATTORNEY

## ATTACHMENT "A"

### AMENDED AND RESTATED DEVELOPER'S PUD AGREEMENT FOR ST. PETER'S EPISCOPAL CHURCH

THIS AMENDED AND RESTATED AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between ST. PETER'S EPISCOPAL CHURCH, INC., a Florida not for profit corporation ("the Owner"), whose address is 700 Rinehart Road, Lake Mary, Florida 32746, and the CITY OF LAKE MARY, FLORIDA, a Florida municipal corporation, (the "City") whose address is P.O. Box 958445, Lake Mary, Florida 32795-8445.

WHEREAS, the City is authorized to enter into development agreements pursuant to its home rule powers, and

WHEREAS, THE City has determined that the proposed development for St. Peter's Episcopal Church on the real property described hereinafter is consistent with the City's comprehensive Plan and Code of Ordinances and

WHEREAS, the City Commission has determined that certain conditions, terms and restrictions are necessary to protect the public health, safety and welfare to promote orderly growth that is compatible with surrounding land uses;

WHEREAS, the owner as the owner of the hereinafter described subject property is in agreement with the conditions, terms, and restrictions hereinafter recited and has agreed to their imposition as an incident to the development of said subject property;

WHEREAS, the parties hereto acknowledge and warrant to each other that this Agreement, including any future acts as required hereby, is binding and enforceable on the Owner and the City; and

WHEREAS, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. RECITALS

The forgoing recitals are hereby acknowledged to be true and correct and are incorporated herein by reference.

2. LEGAL DESCRIPTION OF THE LAND SUBJECT TO THIS AGREEMENT

The following described real property is owned in fee simple by Owner and is hereby made subject to the terms and conditions of this Agreement:

Lot 1, St. Peter's Episcopal Church, according to the Plat thereof as recorded in Plat Book 40, Page 27 of the Public Records of Seminole County, Florida (the "Subject Property").

3. DEVELOPMENT USES

The following table sets forth the approved uses of the Subject Property to be developed and the respective limitations:

- Future Sanctuary: 14,000 square feet.
- Existing Administration Building Expansion: 980 square feet.
- Existing Sanctuary Expansion: 2,081 square feet.
- Existing Barge Hall Expansion: 660 square feet.
- Existing School Office Expansion: 202 square feet.
- Existing School Use: Maximum school children = 135
- Future 2 story Administration building: 5,000 square feet.
- Family Life Center: 4,980 square feet.
- Existing Child Day Care Center: Maximum day care children = 30

4. TERMS AND CONDITIONS OF DEVELOPMENT

A. Building Height

Building height for the future Sanctuary shall be regulated by the architects sketch, attached as "EXHIBIT A" which pertains to the load bearing wall height not exceeding sixty (60) feet, roof height not exceeding sixty-nine (69) feet and the architectural feature not exceeding forty-seven (47) feet, for a total height not to exceed one hundred and sixteen (116) feet. All other buildings are not to exceed 35 feet, of the highest exterior wall. Roof height and other structures not to exceed 43 feet, (8 feet above the highest wall height).

B. SETBACKS

The minimum setbacks for any structure shall be:

- Front (east): 68 feet
- Side (south): 20 feet
- Side (north): 20 feet
- Rear (west): 30 feet

### C. PROJECT PHASING

It is anticipated that the St. Peter's Episcopal Church Expansion shall be developed in three (3) phases as depicted on the architectural rendering attached hereto as "Exhibit B". The Phase II and III programs may be modified to meet the needs of the church and the available funding.

Phase I: Phase I expansion will include the stormwater, utilities, landscaping, parking, sidewalks and drive aisle construction, as depicted on the Final PUD Development Plans. The sidewalk connection to the trail will be provided adjacent to the north property line, to meet ADA requirements.

Phase II: Phase II expansion will include the expansion of the existing Sanctuary, Barge Hall, school office, the Family Life Center Building and existing administration. The Family Life Center Building expansion will consist of 4980 square feet and the expansion to the existing sanctuary, Barge Hall, school office and the existing administration office will increase the size by 3923 square feet.

Phase III: Phase III expansion will include the future 2 story Administration Building and future Sanctuary.

### D. PARKING SPACES

The parking and drive aisles, as shown on the Final Development Plans, shall be private and therefore owned and maintained by St. Peter's Episcopal Church. The number of parking spaces is based on the Future Sanctuary Building of 432 seats, which relates to 3 spaces required per seat or 144 required parking spaces. The Development Plan includes 6 paved handicapped spaces, 55 paved parking spaces and 96 unpaved parking spaces, for a total of 156 parking spaces. Any future paving of the 96 unpaved parking spaces shall be required to comply with all relevant City requirements, prior to paving improvements.

### E. LANDSCAPING

As part of the Landscaping requirements, the owner agrees to have installed two Medjool Date Palms, one on either side of the future Sanctuary, at the time of the future Sanctuary construction, with the caveat that the palms are not quarantined by the State due to the Texas Phoenix Palm Decline, or any other disease or pest problems.

F. PLAYGROUND AND PLAY COURT FACILITIES

As part of the Phase I expansion, the existing playground will be relocated to the area shown on the Final Development Plan. As part of the Phase II expansion the play court will be constructed as shown on the Final Development Plan.

G. SIGN

The site standard ground sign may be constructed as a double faced sign with an internal angle between the sign face plane extending no more than 30 degrees, not exceeding 100 square feet per face or a standard double faced ground sign perpendicular to the right of way line of Rinehart Road, not exceeding 100 square feet per face. A 64 square feet temporary sign or any other sign allowed by code and meeting the requirements of the City of Lake Mary, may be permitted as needed. The base of the ground sign shall be of a low maintenance finish which is compatible with the architectural style of the existing or future principal building, limited to split face block, stone finish, metal or brick, with a maximum height of 15 feet from the average grade elevation upon which the sign is located. The ground sign setback shall be no less than 5 feet from the Rinehart Road right of way or 10 feet from any side property line and shall not interfere with the sight visibility along Rinehart Road or the entrance drive to the site.

5. PUBLIC FACILITY AND SERVICES

No building permits or site development permits shall be issued unless adequate capacities of concurrency monitored public facilities are available concurrent with the impact of development on said facilities. Further, no building permits or site development permits shall be issued unless concurrency monitored public facilities have been reserved in accordance with Chapter 161, Concurrency Management of the Lake Mary Code of Ordinances. Concurrency monitored public facilities shall include potable water, sanitary sewer, roads, solid waste drainage and public parks.

A. Potable Water and Sanitary Sewer Facilities

The development shall be served by central water and sewer facilities to be provided by the City of Lake Mary, Florida. Owner shall provide connections from the site to a gravity sanitary sewer. The expense of installation of these facilities shall be the responsibility of the Owner. In accordance with the requirements of Florida Statutes 163.3227, the City hereby states that adequate facilities exist to serve the proposed improvements and no new facilities are needed to serve the Subject Property or the proposed development thereon.

B. Transportation Facilities

The Subject Property shall be permitted one ingress/egress point from Rinehart Road and one ingress/egress point through the existing postal service site.

C. Police & Fire Departments

The Police and Fire Departments for the City of Lake Mary have right to enter said parcel to perform the duties of traffic and parking enforcement and fire prevention.

6. DEVELOPMENT PERMITS

The following City of Lake Mary Development Permit has been issued by the City for the proposed development of the Subject Property:

The following City of Lake Mary Development Permits are required for Completion of the Development within the PUD:

- A. Final PUD (Rezoning)
- B. Site Plan/Final Engineering
- C. Site Construction Permits
- D. Building Permits
- E. St. John's River Water Management District (Permit Number 42-117-48424-3)
- F. Florida Department of Environmental Protection (Permit Number: Sewer not required per FDEP, Water Permit #-----)

Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

7. CONSISTENCY

The proposed development is consistent with the City of Lake Mary Comprehensive Plan and shall be consistent with the land development regulations, of the City of Lake Mary, Florida, in effect at the time of such development. The City Code shall be the regulatory document, if the Developers Agreement does not address a specific issue.

8. DEVELOPMENT FEES

Prior to issuance of a site construction permit, the Owner acknowledges and agrees that the City has fees applicable to development in the City. The Owner acknowledges that the Subject Property shall be subject to such ordinances.

9. COMPLIANCE WITH OTHER LAWS, ORDINANCES, RESOLUTIONS AND REGULATIONS

This Agreement shall not operate as a limitation upon the City of Lake Mary to require the Owner of the Subject Property to comply with all laws, ordinances, resolutions and regulations of the State of Florida, Seminole County, and/or the City of Lake Mary,

regulating the development of the Subject Property in accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall this Agreement in any way act to relieve the Owner from complying with any permitting requirement, condition, term or restriction.

10. BINDING COVENANTS

Except as herein provided to the contrary, the rights set forth in this Agreement shall run with the title to the Subject Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto provided; however the provisions of this paragraph are not intended to imply or require the city's consent or joinder in mortgages encumbering the restrictions, executions of easements or any other instruments executed in connection with the development or sale of the Subject Property.

11. AMENDMENT OR CANCELLATION

Pursuant to the public notice requirements of Florida Statutes 163.3225, this Agreement may be amended or canceled by mutual consent of the parties of this Agreement or by their successors in interest pursuant to the public notice requirement.

12. SUBSEQUENTLY ENACTED STATE AND FEDERAL LAW

If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

13. DEFINITIONS OF TERMS

As used herein, capitalized but undefined terms shall have the meaning and definition as set forth in the City of Lake Mary Code of Ordinances.

14. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Lake Mary. The venue for purpose of litigation shall be Seminole County, Florida.

15. NOTICES

Formal written notice, demands, correspondence and communication between the City and the Owner shall be sufficiently given if sent by postage prepaid, first class mail, to the other party at the following address:

To the City: CITY OF LAKE MARY  
Attention: City Manager

P.O. Box 958445  
Lake Mary, Florida 32795-8445

To the Owner: ST. PETER'S EPISCOPAL CHURCH  
St. Peter's Episcopal Church  
700 Rinehart Road  
Lake Mary, FL 32746

16. HOLD HARMLESS AGREEMENT

The Owner hereby agrees to and shall hold the City, its elected and appointed boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damages for personal injury, including death, as well as claims for property damage which may arise from Owner or Owner's contractors, agents or employees directly or indirectly operating under this Agreement, whether such operations be by Owner, or by any of Owner's agents, contractors or subcontractors.

17. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action and the Owner shall reimburse City for any legal expenses and costs incurred in defense of this Agreement.

18. SEVERABILITY

If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto unless the same shall frustrate the intentions of either party hereto in entering into this Agreement.

19. EFFECTIVE DATE OF AGREEMENT

The Effective Date of this Agreement shall be with the recording information affixed thereto.

20. THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third party, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third party unless expressly provided for herein.

21. THIRD PARTY CHALLENGES

The cost of defending this Agreement for any third party challenge, whether at the pretrial, trial, or appellate level, shall be borne by the Owner.

22. FURTHER ASSURANCES

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement, including addition to the requirements binding the Subject Property.

23. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

24. RECORDING

An original of this Agreement shall be recorded in the Public Records of Seminole County, Florida no later than fourteen (14) days from the full execution hereof by the parties hereto. Said recording shall serve as notice that the benefits, responsibilities and obligations of the parties arising from the terms and conditions of this Agreement shall inure to, and be binding upon, all successors in interest of the parties, of whatever nature. All recording costs relating to this Agreement shall be paid by the Owner.

25. LIMITATION OF REMEDIES

Except in regard to the payment obligations referenced in this Agreement, the city and the Owner hereby agree not to pursue an award of monetary damages for a breach of or non-performance under this Agreement. The only remedies available against a non-performing party shall be either to withhold further performance under this Agreement until the non-performance party or parties cure the non-performance or to seek a court order from the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida, or such other court having lawful jurisdiction over the parties, requiring the non-performing party to fulfill its obligations under this Agreement. However, nothing in this Agreement shall be construed to limit the right of either the City or the Owner to pursue any and all remedies under tort or constitutional law related to a party's non-performance under this Agreement or to seek an award of monetary damages for the non-payment of any monetary obligations referenced in this Agreement.

Passed and adopted by the City Commission of the City of Lake Mary, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF LAKE MARY, FLORIDA, a  
municipal corporation

ATTEST:

By: \_\_\_\_\_  
David J. Mealor, Mayor

\_\_\_\_\_  
Carol A. Foster, City Clerk

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires:

For use and reliance of the City of Lake Mary  
Only. Approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Catherine D. Reischmann, City Attorney

WITNESSES:

ST. PETER'S EPISCOPAL CHURCH,  
INC., a Florida not for profit corporation

\_\_\_\_\_

By: \_\_\_\_\_

(print)

Charles L. Holt, President

\_\_\_\_\_

(print)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

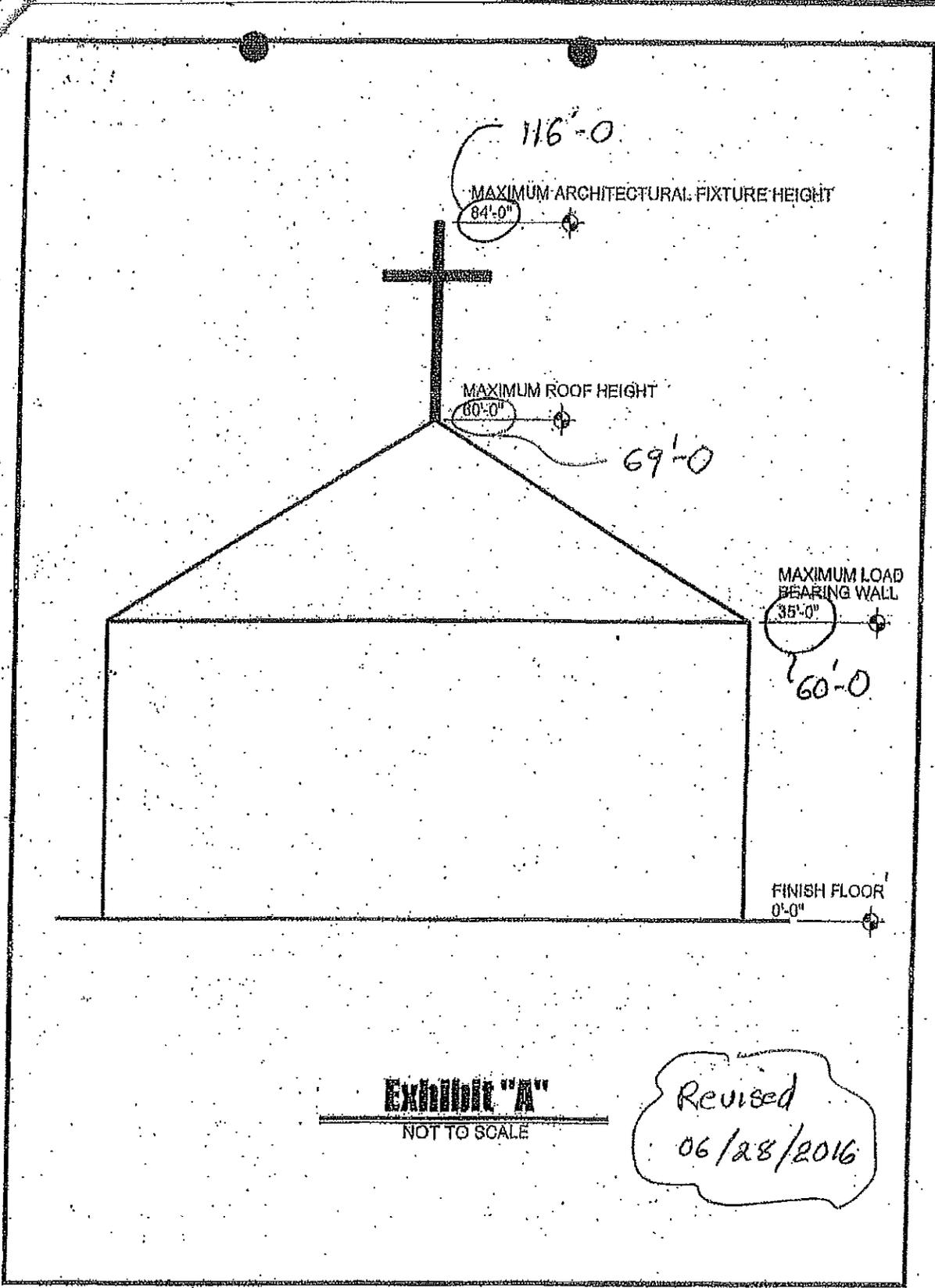
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Charles L. Holt, President of St. Peter's Episcopal Church, Inc., (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Print Name: \_\_\_\_\_

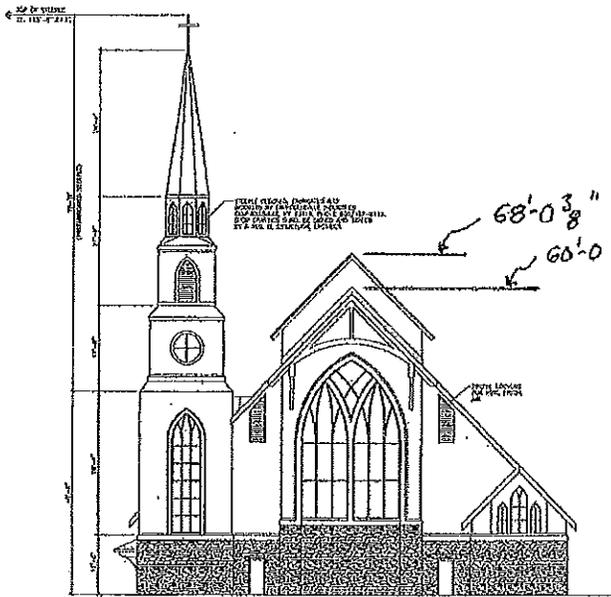
My Commission expires: \_\_\_\_\_

EXHIBIT "A"  
[ARCHITECTS SKETCH]

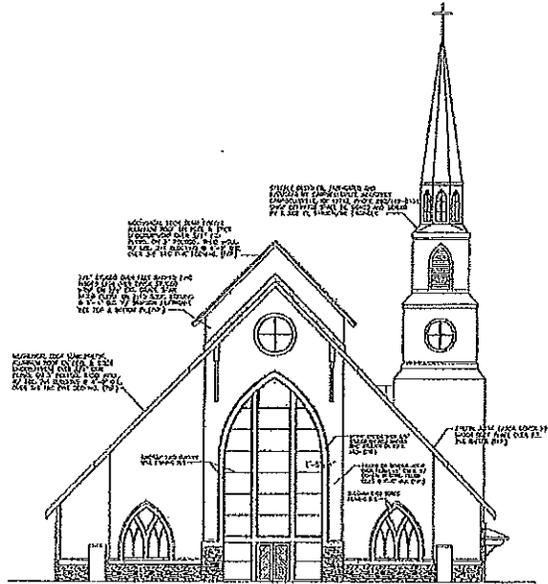


**Exhibit "A"**  
NOT TO SCALE

Revised  
06/28/2016



EAST ELEVATION NO. 8A  
1/8" = 1'-0"



WEST ELEVATION  
1/8" = 1'-0"

DICKERSON  
ARCHITECTS, INC.  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33304  
Tel: (305) 463-1111  
Fax: (305) 463-1112



NEW SANCTUARY FOR  
ST. PETER'S EPISCOPAL CHURCH  
LAKE HAVEN, FL

DATE: 10/15/03  
PROJECT NO. 03-001

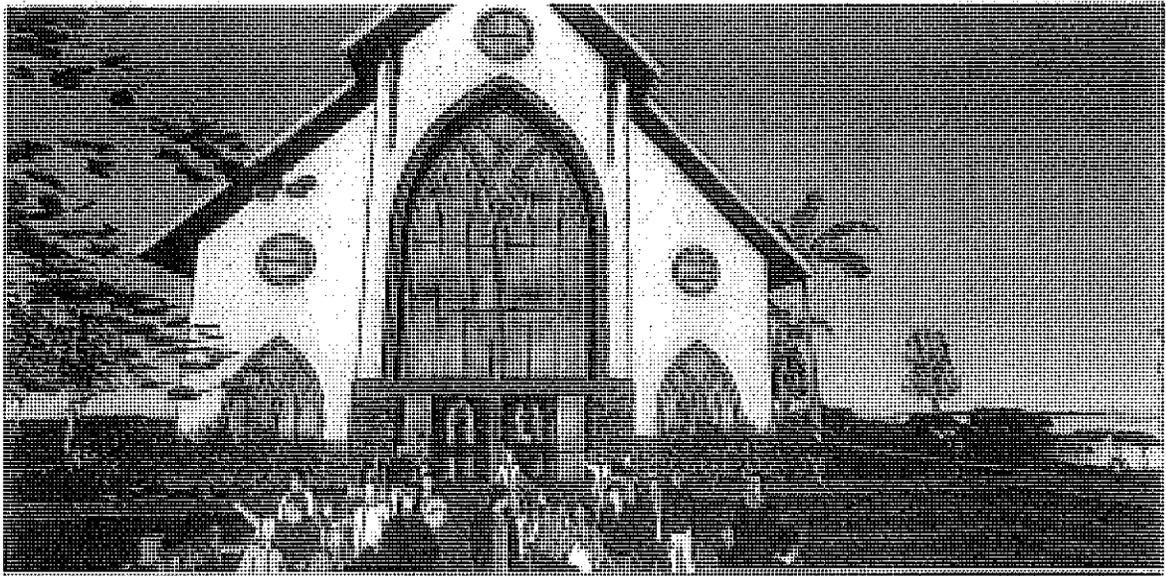
2/4/04

WEST NO.  
A6

PROPERTY OF DESIGN  
GROUP NO. 000000







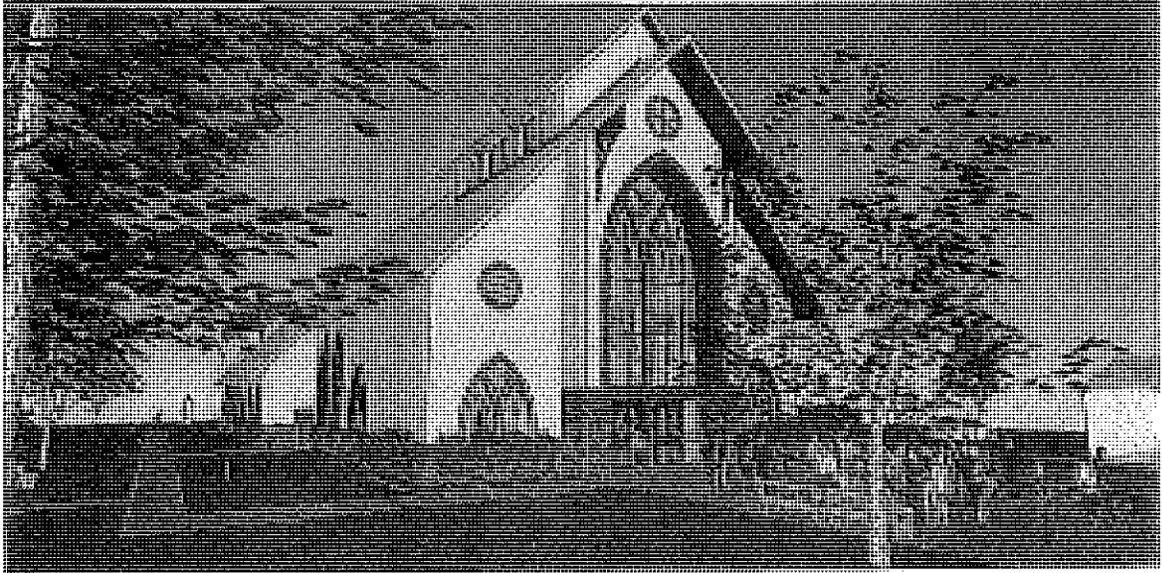
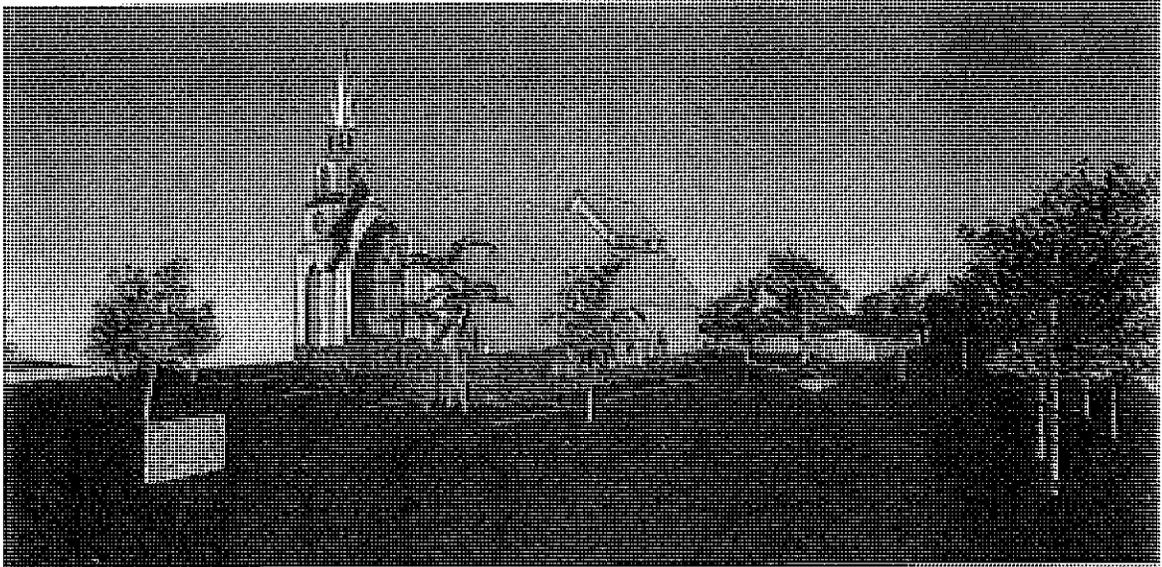
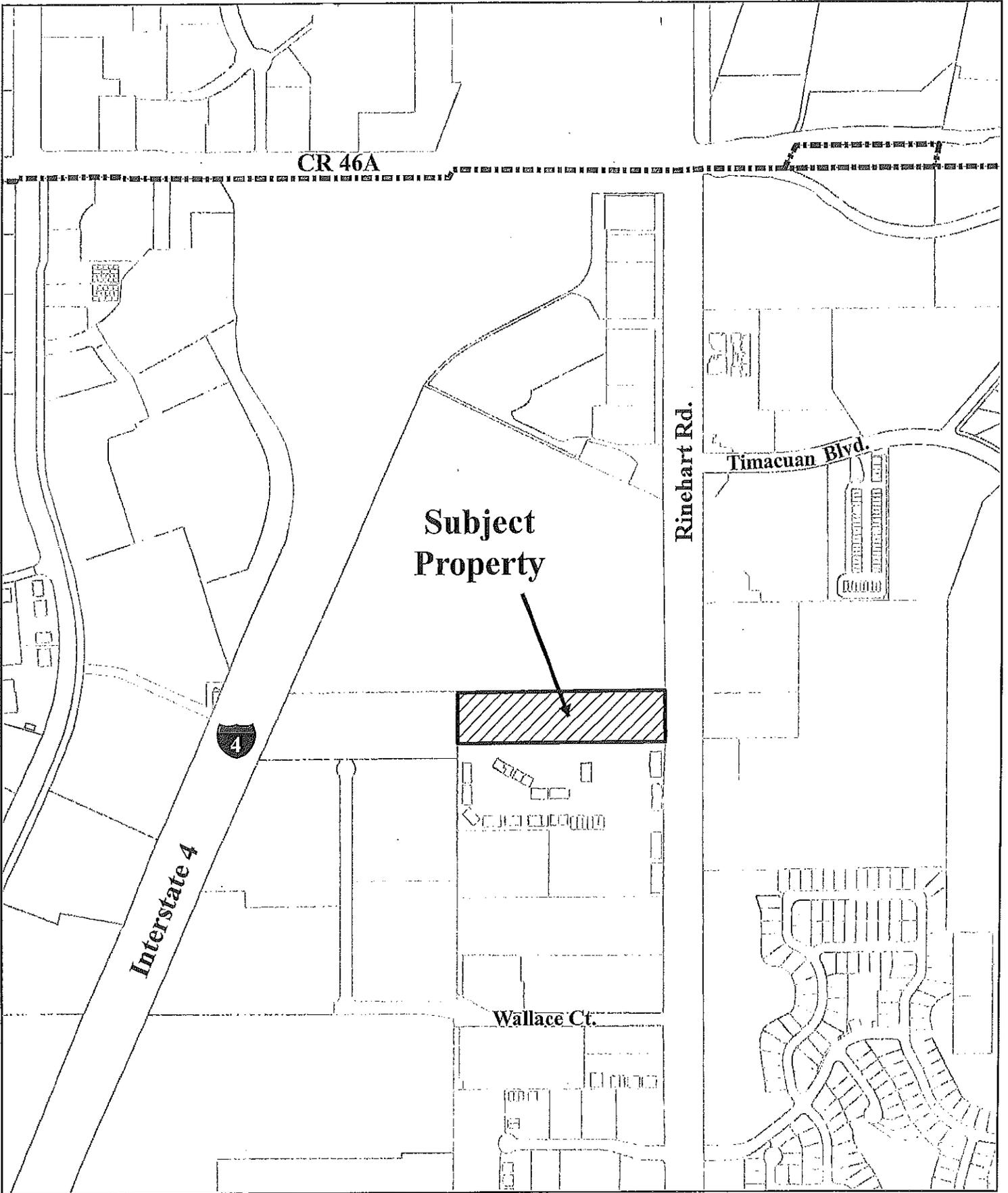


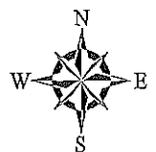
EXHIBIT "B"  
[ARCHITECTURAL RENDERING]

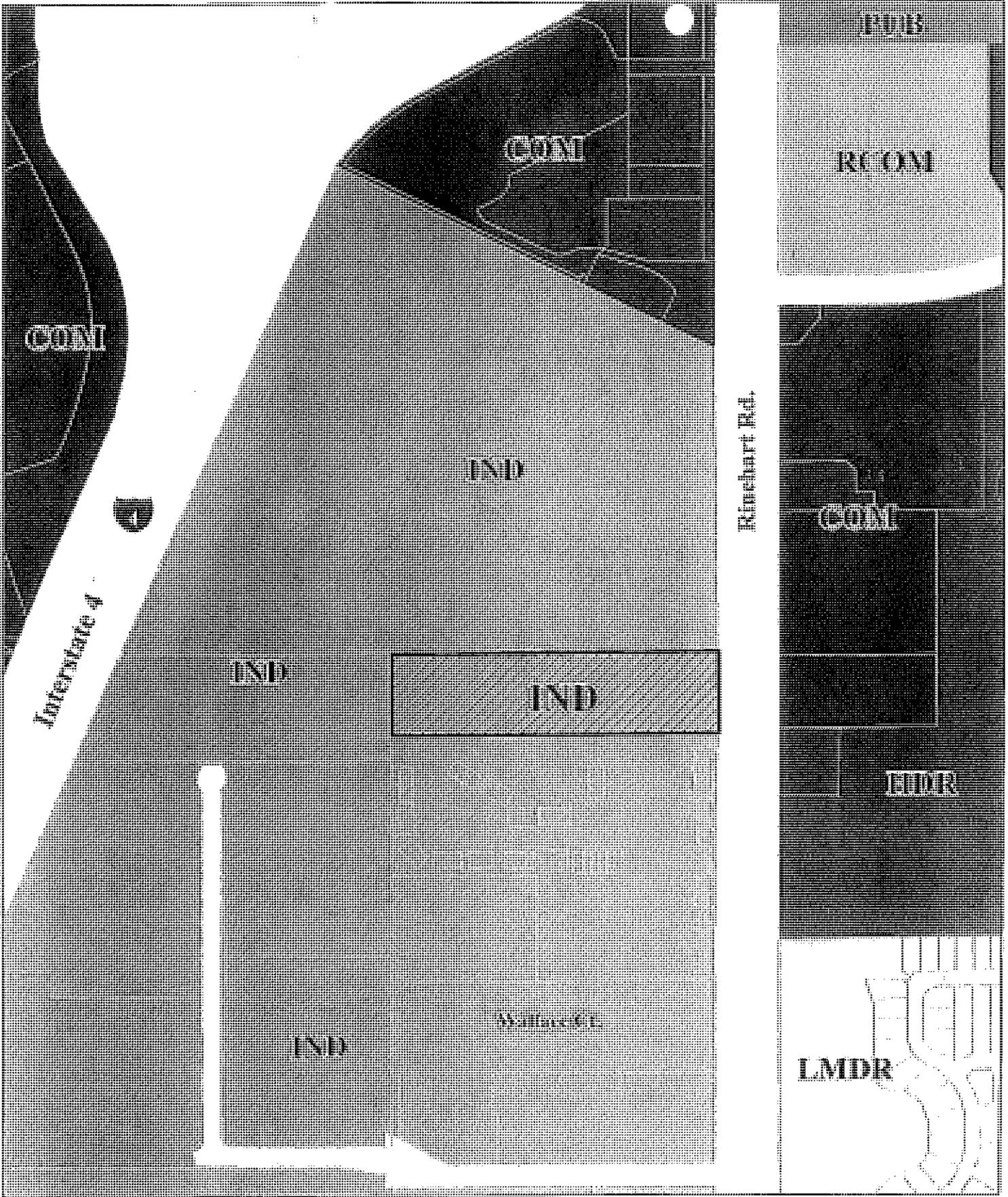




**Location Map**

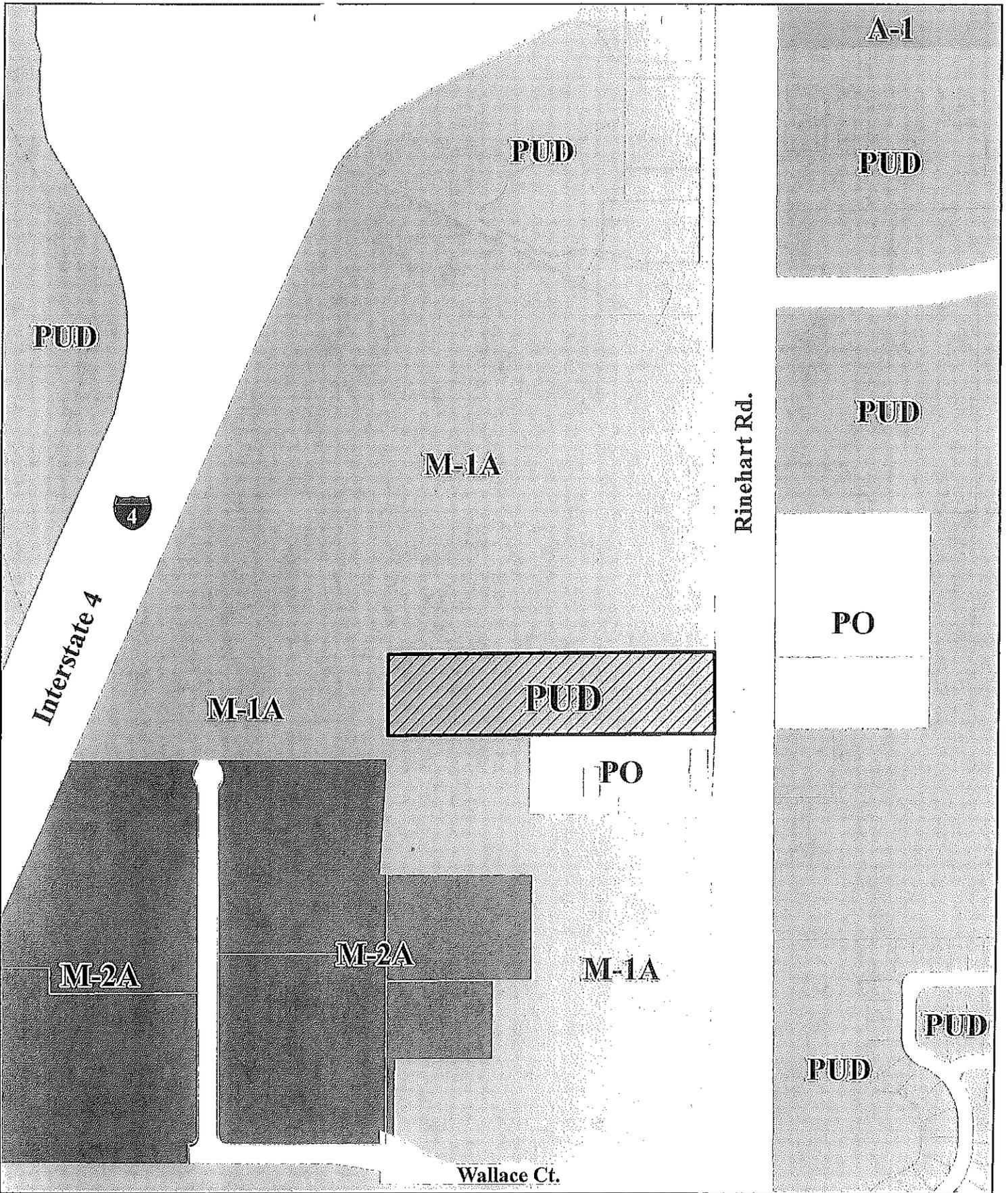
St. Peter's Episcopal Church  
PUD Amendment





*Future Land Use Map*  
 St. Peter's Episcopal Church  
 PUD Amendment





## Zoning Map

St. Peter's Episcopal Church  
PUD Amendment



U.S. FEDERAL  
BUREAU OF INVESTIGATION

Reichman 241

1 speaker wishes to be heard for the record but does not have any new information  
2 regarding the item being considered, the speaker shall give his/her name and  
3 address for the record and state that they agree with the presentation made by a  
4 previous speaker, giving the specific name of the person. When the Chairman  
5 believes that no additional information is forthcoming, the Chairman shall close  
6 the public hearing portion of the meeting.  
7

8 VIII. Old Business  
9

10 There was no business to discuss at this time.  
11

12 IX. New Business  
13

- 14 A. 2016-RZ-06: Recommendation to the Mayor and City Commission  
15 regarding an amendment to the existing St. Peter's Episcopal Church  
16 Planned Unit Development Developer's Agreement. Applicant: St.  
17 Peter's Episcopal Church, Father Charlie Holt. (Public Hearing – Quasi  
18 Judicial)  
19

20 Chairman Hawkins announced this is quasi-judicial and there is a sign-in sheet in the  
21 back for anyone who wants to be kept abreast of this item.  
22

23 Mr. Omana introduced Krystal Clem who is the new Senior Planner. She joins us in the  
24 Community Development Department. She is AICP certified and GISP certified. She is  
25 very knowledgeable and we are excited to have her on board and she will be presenting  
26 before the Planning & Zoning Board and City Commission many times.  
27

28 Ms. Clem said the item before the Board is the St. Peter's PUD amendment. They are  
29 looking to increase the height of their steeple.  
30

31 Ms. Clem said the project is located at 700 Rinehart Road. She showed the property on  
32 the overhead. It is located to the west of Rinehart Road and south of the U.S. Postal  
33 Service. She showed an aerial of the site showing Rinehart Road running north/south  
34 and pointed out the subject property. She pointed out the area to the front of the  
35 property where the future sanctuary will be placed.  
36

37 Ms. Clem said the plat was dedicated to St. Peter's Episcopal Church of the Diocese in  
38 1986. In 1988 two buildings were constructed and another in 2011. In 2011 the site  
39 was rezoned from A-1 to PUD and it currently remains PUD.  
40

41 Ms. Clem said the request before the Board is to adjust the height requirements. She  
42 showed Exhibit A on the overhead which shows the current requirements and the  
43 proposed site requirements. The items circled are the heights that are going to be  
44 changed. The maximum loadbearing wall is going to be changed from 35 feet to 60  
45 feet. The maximum roof height will be changed from 60 feet to 69 feet. The maximum  
46 architectural fixture changed from 84 feet to 116 feet.

1  
2 Ms. Clem showed initial renderings and colored renderings on the overhead of what the  
3 future sanctuary would look like.  
4

5 Ms. Clem said the proposed changes to the future sanctuary are only for that particular  
6 building on the site. We are not proposing any changes to any of the other structures  
7 on the site.  
8

9 Ms. Clem said taking a look at the zoning around the current site, everything around the  
10 site is Light Industrial, Office, or Professional Office. She showed a graphic of the  
11 zoning for the current property. The current property is PUD, the M-1A is Light  
12 Industrial, and the PO is Professional Office.  
13

14 Ms. Clem showed the future land use map on the overhead. The current site is  
15 Industrial and all the sites around it are Industrial except the commercial to the east of  
16 Rinehart Road.  
17

18 Ms. Clem said based on the current land use, the proposed future land use of items  
19 surrounding this particular parcel, and the findings of fact outlined on Pages 2 and 3 of  
20 the staff report, staff believes the request meets the relevant sections of the City's Code  
21 of Ordinances and Comprehensive Plan and staff recommends approval.  
22

23 Chairman Hawkins said the only thing we are changing in the PUD is the three height  
24 requirement measurements.  
25

26 Ms. Clem said that was correct.  
27

28 Member York said the steeple will be facing the street side.  
29

30 Ms. Clem said that is correct.  
31

32 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
33 came forward at this time and the public hearing was closed.  
34

35 **Justin York moved to approve 2016-RZ-06, recommendation to the Mayor and**  
36 **City Commission regarding an amendment to the St. Peter's Episcopal Church**  
37 **Planned Unit Development Developer's Agreement, seconded by Sam Aycoth and**  
38 **motion carried unanimously 5 – 0.**  
39

40 Chairman Hawkins said he forgot to have the applicant come forward. He apologized.  
41

42 Father Charlie Holt, Rector at St. Peter's Episcopal Church, applicant, came forward.  
43 He said we are grateful for being a part of the City of Lake Mary. It is a wonderful place  
44 to have a church. One interesting comment to think about and ponder is that in the City  
45 of Lake Mary there aren't any prominent church buildings as you are driving down the  
46 major thoroughfares of Lake Mary Boulevard or Rinehart Road. We want to remedy

1 that and put a prominent church building in the city limits so people know there is a  
2 worshipping community present. It's not to say there aren't good churches. There are a  
3 lot of good churches in the City and we are friends with all of them but we want to make  
4 the presence of the church more prominent. He thanked the Commission for their time.  
5

6 B. 2016-VA-01: Recommendation to the Mayor and City Commission  
7 regarding a variance from §160.07, Resource Protection Standards/City  
8 Code of Ordinances, for property located at 630 South Country Club  
9 Road, Lake Mary, Florida. Applicant: Mr. Steven Williams. (Public  
10 Hearing – Quasi Judicial)  
11

12 Chairman Hawkins said this was quasi-judicial and there is a sign-in sheet in the back.  
13

14 Ms. Clem said this is a variance request for the Steve Williams property. The property  
15 is located at 630 South Country Club Road south of Leslie Lane. To the west of the  
16 property is a wetland and Soldiers Creek runs through that area.  
17

18 Ms. Clem showed an aerial of the property on the overhead. The property is about 5.56  
19 acres and was platted in 1926. The 1991 Resource Protection Standards were not in  
20 place yet so when the parcel was platted that was not taken into consideration. She  
21 showed the original plat on the overhead. The applicant provided a survey of the  
22 property which showed the wetland boundary and the 100-year floodplain. Based on  
23 the survey the wetland boundary is the more landward of the two lines. She pointed out  
24 the wetland boundary and the 100-year floodplain on the exhibit. The 100-year  
25 floodplain has a base flood elevation of 33 feet. The wetland line is the more landward  
26 line so we took the buffer from the wetland. The area highlighted in yellow is the 25-foot  
27 wetland buffer and the area highlighted in teal is the 75-foot setback.  
28

29 Ms. Clem said based on the location of the buffer and the proposed structure, the  
30 applicant is able to meet the 25-foot wetland buffer but if they tried to meet the 75-foot  
31 setback, it puts them in the position for a very narrow house or putting it in the right-of-  
32 way. Their request is to have a variance from Chapter 160 just for the 75-foot buffer.  
33

34 Ms. Clem said based on the findings of fact on Pages 3 through 5, staff finds the  
35 applicant has met all the criteria to conditionally approve the requested variance. The  
36 Commission has approved 18 similar variance requests involving the 75-foot setback as  
37 well as the 25-foot environmental buffer. Historically the Commission has approved  
38 these variance requests as long as they don't result in additional density. This is a  
39 single-family home so it would be low density.  
40

41 Member Aycoth said a variance was approved for the construction of the home on the  
42 lot to the south.  
43

44 Mr. Noto said that house likely pre-dates the Resource Protection Standards and was  
45 likely built in the '80's. If they were to do anything today like a pool or any other  
46 accessory structures and they had the same issue they would go through the process.



## MEMORANDUM

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Krystal Clem, AICP, GISP  
Senior Planner

THRU: John Omana, Community Development Director  
Steve Noto, AICP, City Planner

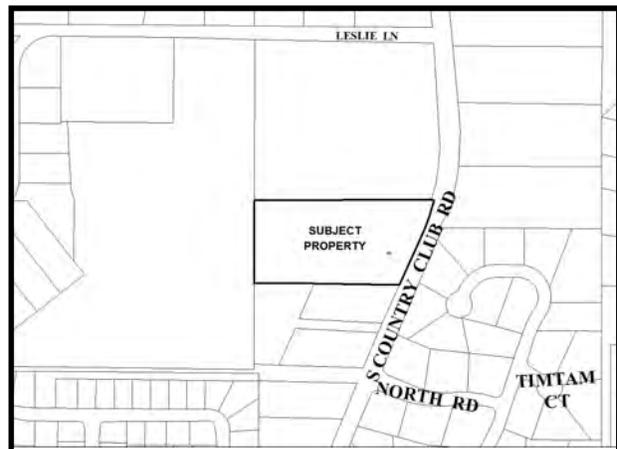
VIA: Jackie Sova, City Manager

SUBJECT: Request for a variance from §160.07, Resource Protection Standards/City Code of Ordinances, for property located at 630 S. Country Club Rd., Mr. Steven Williams, applicant (Public Hearing) (Quasi Judicial) (Krystal Clem, Senior Planner)

**APPLICANT:** Mr. Steve Williams

**REFERENCE:** Lake Mary Code of Ordinances, Chapter 160, Subsections 7(A) & 7(B) (2) (b)

**REQUEST:** The applicant is requesting a variance from the minimum 75' setback of Chapter 160, Resource Protection Standards of the City's Code of Ordinances to construct a residential structure on existing vacant property.



## **DISCUSSION:**

**Location:** The property is located on the west side of S. Country Club Rd., south of Leslie Ln. The subject property extends approximately 630' west toward Soldier's Creek.

**Background:** The subject property contains approximately 5.56 acres. The property was platted in 1926 as part of the Sanford's Substantial Farms Subdivision. It has been in existence in its current state for many years. The applicant proposes to construct approximately a 4,158 square foot single family dwelling and accessory swimming pool.

In 1991, the City Commission approved Ordinance No. 538, the Resource Protection Standards (RPS). The RPS regulations are applicable to those properties that abut the Crystal Lake Basin and Soldier's Creek. The RPS requires that the applicant provide documentation regarding the location of wetland and the 100-year flood area. From whichever line or portion of line is most landward, there is a 25' environmental buffer and a 75' building setback.

The subject property abuts Soldier's Creek; therefore, the RPS provisions are applicable. The applicant has provided a survey showing the location of the wetland, the limits of the 100-year flood area, and the proposed placement of the dwelling and swimming pool. The wetland line is the more landward of the two lines.

Using the applicant's graphic, staff has highlighted the location of the 25' wide environmental buffer, the area shown in yellow, and the 75' setback area, the area shown in teal. The proposed residence and swimming pool encroach into the 75' setback; however, they do not encroach into the 25' wetland buffer. Because of the encroachment into the 75' setback area, a variance is required.

**Flood Plain Encroachment** –The proposed structure does not encroach into the 100-year flood area.

The applicant has applied for a variance to the following sections of the Code described below:

1. *Section 160.07(B)(2)(b) - a variance of 75' from the minimum 75' building setback.*

## **VARIANCE CRITERIA (Section 154.06):**

The Planning and Zoning Board shall make a written recommendation to the City Commission that all of the following criteria have been met:

**CRITERIA No. 1:**

*That a special condition and circumstance exists which is peculiar to the land, structures, or subdivision improvements involved, and which are not applicable to other lands, structures, or required improvements; and*

**FINDINGS OF FACT No. 1:**

Criteria met?	The subject property was platted in 1926 before the adoption of the Resource Protection Standards; therefore, when the land was platted it did not take into account the required setbacks for a property along Soldier's Creek.
#1 YES	

**CRITERIA No. 2:**

*That the special conditions and circumstances do not result from the actions of the applicant; and*

**FINDINGS OF FACT No. 2:**

Criteria met?	The proposed dwelling complies with the required 25 ft. wetland setback. However, by meeting this requirement the building footprint would not be able to meet the 75 ft. setback from the wetland buffer or the building would potentially be in the right-of-way. As such, the proposed use of the property is reasonable based on the limitations of the property and does not result from the actions of the applicant.
#1 YES	

**CRITERIA No. 3:**

*That granting the variance requested would not confer on the applicant any special privilege that is denied by the provisions of this section to other lands, structures, or required improvements under similar conditions. No pre-existing conditions on neighboring lands which are contrary to the provisions of the section shall be considered grounds for the issuance of variances; and*

**FINDINGS OF FACT No. 3:**

Criteria met?	Granting the variance will not confer a special privilege that has not been previously granted to other properties.
#1 YES	

<b>CRITERIA No. 4:</b>	
<i>That literal interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other properties with similar conditions; and</i>	
<b>FINDINGS OF FACT No. 4:</b>	
Criteria met?	The literal interpretation of the provisions will deprive the applicant of rights commonly enjoyed by other properties with similar conditions. The proposed building would potentially be in the road or within the wetland buffer, therefore depriving the applicant of rights commonly enjoyed by other properties with similar conditions. Other properties with similar conditions have been granted variances from the RPS regulations.
#1 YES	

<b>CRITERIA No. 5:</b>	
<i>That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or other improvements; and</i>	
<b>FINDINGS OF FACT No. 5:</b>	
Criteria met?	A variance is required to make reasonable use of the property for a single-family residence.
#1 YES	

<b>CRITERIA No. 6:</b>	
<i>That the grant of the variance will be in harmony with the general intent and purpose of the ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.</i>	
<b>FINDINGS OF FACT No. 6:</b>	
Criteria met?	Granting the variance would be in harmony with the general intent and purpose of Ordinance 538 "Resource Protection Standards", which are designed specifically for the protection of Crystal Lake and Soldier's Creek.
#1 YES	

**FINDINGS OF FACT No. 7:** Staff finds that the applicant has met all of the criteria as stated above to approve the requested variance of:

1. 75' from the minimum 75' setback, required by Section 160.07 (B)(2)(b).

Additionally, the applicant shall provide the City with a Hold Harmless Indemnification Agreement similar to those used in previous variances.

## **SIMILAR VARIANCE REQUESTS:**

The Mayor and Commission have reviewed and approved 18 similar requests for variances involving the 75' setback and/or the 25' environmental buffer. Historically, the City Commission has approved those variance requests, as long as they did not result in additional density.

**PLANNING AND ZONING BOARD:** At their regular November 29, 2016 meeting, the Planning and Zoning Board unanimously recommended approval, 5-0, of the requested variance from the 75' setback for the property located at 630 S. Country Club Rd.

## **ADDITIONAL INFORMATION:**

Section 154.06(C) states "Any person aggrieved by the City Commission's decision regarding a preliminary or final subdivision plan or plat, or the City Commission's decision regarding any variance, may file a petition for a writ of certiorari in the circuit court of the county to review the final action as provided by the state appellate rules. The petition shall be presented to the court within 30 days after the date of the final action of the City Commission".

**LEGAL DESCRIPTION:** N ½ OF LOT 12, SANFORD'S SUBSTANTIAL FARMS, RECORDED IN PLAT BOOK 5, PAGE 83, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

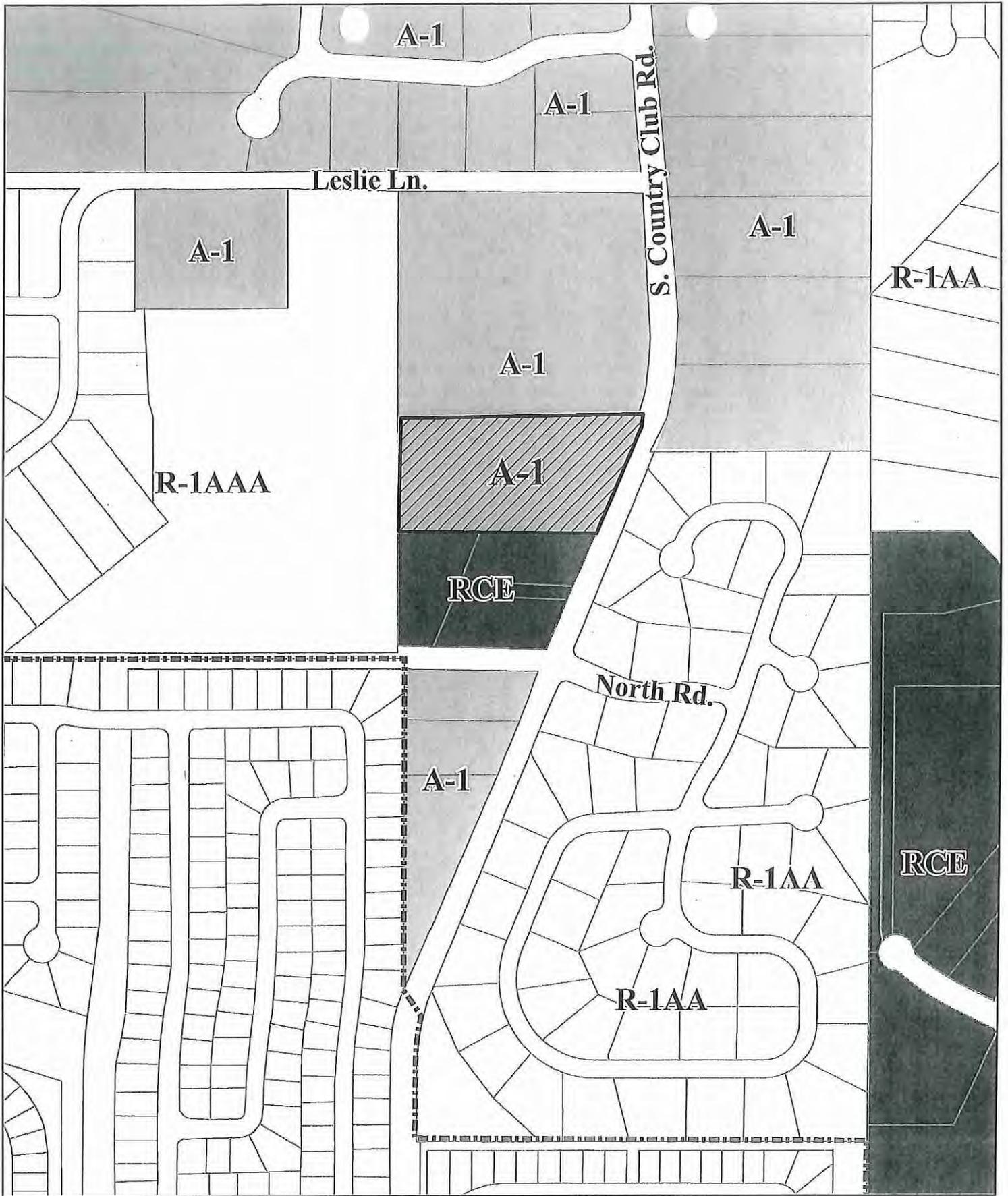
## **ATTACHMENTS:**

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- Setback Graphic
- Original Plat
- Hold Harmless Agreement
- November 29, 2016, Planning & Zoning Board meeting minutes



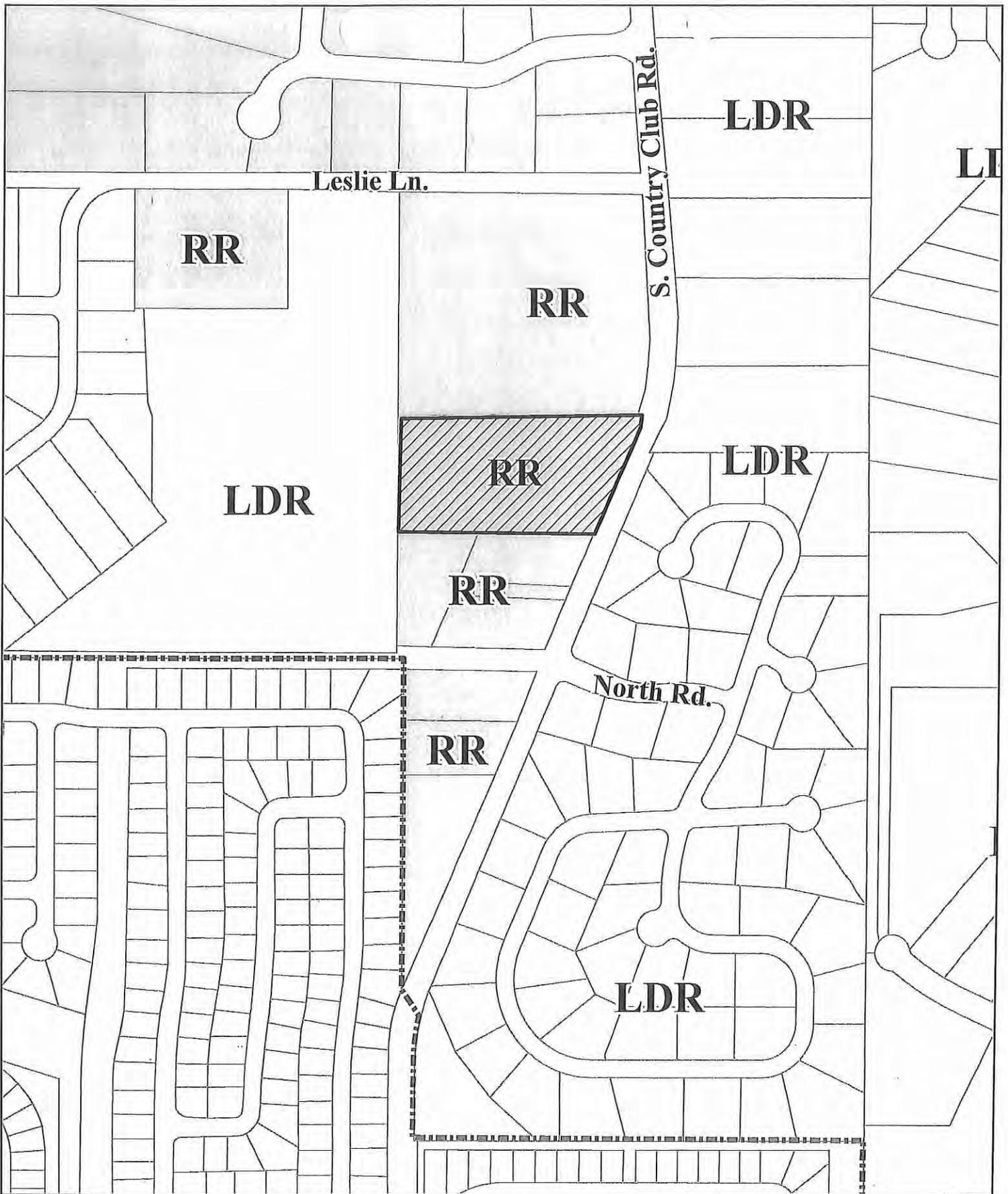
**Location Map**  
**Williams Residence Variance**  
**630 S. Country Club Rd.**





**Zoning Map**  
**Williams Residence Variance**  
**630 S. Country Club Rd.**





**Future Land Use Map  
Williams Residence Variance  
630 S. Country Club Rd.**





**SITE PLAN**  
OF  
630 COUNTRY CLUB ROAD,  
LAKE MARY, FL 32746  
FOR  
MARISMA INV, LLC  
SANFORDS SUBSTANTIAL FARMS

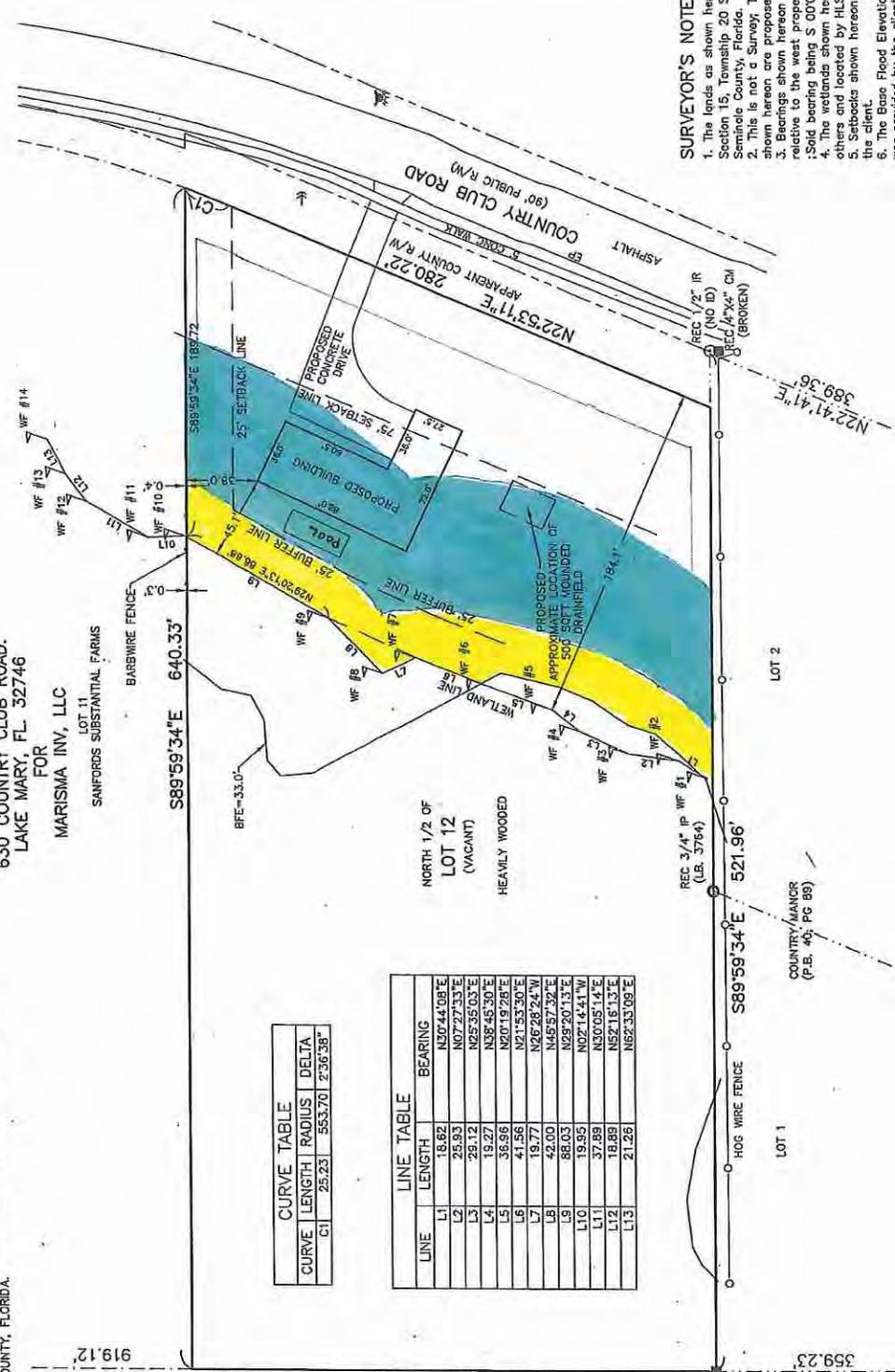
DESCRIPTION:  
N 1/2 OF LOT 12, SANFORDS SUBSTANTIAL FARMS, RECORDED IN PLAT BOOK 5, PAGE 83,  
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**RECEIVED**  
SEP 28 2016  
CITY OF LAKE MARY  
BUILDING DEPARTMENT IN

REC 6" AXLE  
(NO ID)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	25.231	553.70	2°36'38"

LINE TABLE		
LINE	LENGTH	BEARING
L1	18.62	N20°44'08"E
L2	23.93	N07°27'33"E
L3	29.12	N23°35'03"E
L4	19.27	N38°45'30"E
L5	35.96	N20°19'28"E
L6	41.56	N21°53'30"E
L7	19.77	N26°28'24"W
L8	42.00	N45°57'32"E
L9	88.03	N29°20'13"E
L10	19.85	N02°14'41"W
L11	37.89	N30°05'14"E
L12	18.89	N52°16'13"E
L13	21.26	N62°33'09"E



**SURVEYOR'S NOTES:**

- The lands as shown hereon lie within Section 15, Township 20 S., Range 30 E., Seminole County, Florida.
- This is not a Survey. The improvements shown hereon are proposed.
- Bearings shown hereon are assumed relative to the west property line of Lot 12.
- Sold bearing being S 00°00'00" W (per plat).
- The wetlands shown hereon were flagged by others and located by HLSM.
- Setbacks shown hereon were provided by the client.
- The Base Flood Elevation shown hereon was provided by the client.

THIS SURVEY MAY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*William F. Menard*  
William F. Menard  
Professional Surveyor & Mapper  
Florida Registration #5625

Job No: G-628  
Field Date: 7/28/16  
Drawn By: JUR  
Field By: WKP/JH  
Scale: 1"=60'

**HLSM, LLC**  
Henrich-Luke-Swagerty-Menard  
Professional Surveyors & Mappers  
Licensed Business No. 7276  
794 Big Tree Drive, Suite 108  
Lakeland, Florida 34052  
F. (407) 847-7348  
F. (407) 892-7166  
Survey@HLSM.US

**REVISIONS**

Rev.	Date:
Rev. SITE PLAN	Date: 9/22/16
Rev. WETLAND LOCATION	Date: 7/28/16

**LEGEND:**

- BFE BASE FLOOD ELEVATION
- CM CONCRETE MONUMENT
- CONC CONCRETE
- EP EDGE OF PAVEMENT
- FI FIRE HYDRANT
- IDENT IDENTIFICATION
- IR IRON ROD
- IP IRON PIPE
- LB LICENSED BUSINESS
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK
- PG PAGE
- FF SQUARE FEET
- WO WOOD
- PP POWER POLE
- GW GUY WIRE
- WF WETLAND FLAG

Dissected County figured  
(Use feet as always)

# SANFORD SUBSTANTIAL FARMS

TRACT No. 1  
 Part of  
 SEC. 15, 21 + 22  
 Twp. 20S, Rge. 30E  
 SEMINOLE COUNTY - FLORIDA  
 Scale 1" = 300'

**DESCRIPTION**

TRACT No. 1, SE 1/4 SW 1/4, SW 1/4 of Sec. 15; NE 1/4, NW 1/4 of SE 1/4, SE 1/4 of NW 1/4, all of NE 1/4 and SW 1/4 of NW 1/4 lying east of the A.C.L. Rd. Right of Way in Sec. 21; NW 1/4, NW 1/4, NE 1/4 of the following described tract to-wit: Beginning 975 Ch. east of the NW corner of the SE 1/4 of NE 1/4 of Sec. 21, thence east 10.26 Ch. thence south 13.31 Ch. thence N 81° 52' W 13.90 Ch. to the point of Beginning. All being in Twp. 20 S., Rge. 30 E., Seminole County, Florida.



**RELEASE, HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF LAKE MARY, FLORIDA, (hereinafter referred to as "CITY") and STEVE WILLIAMS (hereinafter referred to as "OWNER").

WITNESSETH:

WHEREAS, OWNER owns the following described property located in the City of Lake Mary, Seminole County, Florida, (hereinafter referred to as "SUBJECT PROPERTY");

N ½ OF LOT 12, SANFORDS SUBSTANTIAL FARMS,  
RECORDED IN PLAT BOOK 5, PAGE 83, PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

WHEREAS, section 160.07 of the CITY'S code set forth development standards adjacent to wetland protection zones; and

WHEREAS, OWNER has requested a variance from section 160.07 (B) (2) (b) to build a single-family residence and swimming pool; and

WHEREAS, OWNER has agreed to release, indemnify and hold the CITY harmless from and against any and all damages that may be caused as a result of the construction, or otherwise; and

WHEREAS, the City Commission granted said variance at a regular scheduled meeting on the \_\_\_\_ day of \_\_\_\_\_, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Release, Hold Harmless and Indemnification Agreement. OWNER hereby agrees to release, hold harmless and indemnify CITY for any claims, liabilities, losses, obligations, damages, penalties, or costs, applicable to claim that could be asserted by the OWNER or any third party, including, but not limited to reasonable attorney's fees arising from the construction of a single-family home and swimming pool.

4. Entire Agreement. This agreement represents the entire agreement of the parties on the matters contained here. OWNER agrees to disclose the contents of this Agreement to any and all of its successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

ATTEST:

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
CAROL A. FOSTER, CITY CLERK

\_\_\_\_\_  
JACQUELINE B. SOVA  
CITY MANAGER

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by JACQUELINE B. SOVA, City Manager of the City of Lake Mary (check one)  who is personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
My Commission expires:

Approved by the City Commission on the \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
STEVE WILLIAMS

\_\_\_\_\_  
Printed Name

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Steve Williams, as OWNER, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires:

1 that and put a prominent church building in the city limits so people know there is a  
2 worshipping community present. It's not to say there aren't good churches. There are a  
3 lot of good churches in the City and we are friends with all of them but we want to make  
4 the presence of the church more prominent. He thanked the Commission for their time.

5  
6 B. 2016-VA-01: Recommendation to the Mayor and City Commission  
7 regarding a variance from §160.07, Resource Protection Standards/City  
8 Code of Ordinances, for property located at 630 South Country Club  
9 Road, Lake Mary, Florida. Applicant: Mr. Steven Williams. (Public  
10 Hearing – Quasi Judicial)

11  
12 Chairman Hawkins said this was quasi-judicial and there is a sign-in sheet in the back.

13  
14 Ms. Clem said this is a variance request for the Steve Williams property. The property  
15 is located at 630 South Country Club Road south of Leslie Lane. To the west of the  
16 property is a wetland and Soldiers Creek runs through that area.

17  
18 Ms. Clem showed an aerial of the property on the overhead. The property is about 5.56  
19 acres and was platted in 1926. The 1991 Resource Protection Standards were not in  
20 place yet so when the parcel was platted that was not taken into consideration. She  
21 showed the original plat on the overhead. The applicant provided a survey of the  
22 property which showed the wetland boundary and the 100-year floodplain. Based on  
23 the survey the wetland boundary is the more landward of the two lines. She pointed out  
24 the wetland boundary and the 100-year floodplain on the exhibit. The 100-year  
25 floodplain has a base flood elevation of 33 feet. The wetland line is the more landward  
26 line so we took the buffer from the wetland. The area highlighted in yellow is the 25-foot  
27 wetland buffer and the area highlighted in teal is the 75-foot setback.

28  
29 Ms. Clem said based on the location of the buffer and the proposed structure, the  
30 applicant is able to meet the 25-foot wetland buffer but if they tried to meet the 75-foot  
31 setback, it puts them in the position for a very narrow house or putting it in the right-of-  
32 way. Their request is to have a variance from Chapter 160 just for the 75-foot buffer.

33  
34 Ms. Clem said based on the findings of fact on Pages 3 through 5, staff finds the  
35 applicant has met all the criteria to conditionally approve the requested variance. The  
36 Commission has approved 18 similar variance requests involving the 75-foot setback as  
37 well as the 25-foot environmental buffer. Historically the Commission has approved  
38 these variance requests as long as they don't result in additional density. This is a  
39 single-family home so it would be low density.

40  
41 Member Aycoth said a variance was approved for the construction of the home on the  
42 lot to the south.

43  
44 Mr. Noto said that house likely pre-dates the Resource Protection Standards and was  
45 likely built in the '80's. If they were to do anything today like a pool or any other  
46 accessory structures and they had the same issue they would go through the process.

1  
2 Member York said with regard to approval of the prior variances, he asked if that was  
3 saying there has been a practice of grandfathering in properties which were platted prior  
4 to creation of the Resource Protection Standards.

5  
6 Mr. Omana said there would be no grandfathering in. It would be dealing with these on  
7 a case-by-case basis and relief would be granted through the application of the variance  
8 procedure and the findings of fact. We would not have a grandfathering per se. We  
9 would just recognize it as a relief through the variance process as approved by the City  
10 Commission on a case-by-case basis.

11  
12 Member York said his concern was having residential property close to wetlands. The  
13 reason they put the buffer and the setback in the first place is the concern about  
14 degradation of the wetlands. You could have fertilizer runoff. He asked if there was  
15 anything they could do to assure those issues will be addressed.

16  
17 Mr. Noto said there is a hold harmless agreement along with the variance. The key thing  
18 mentioned is the density part. The Commission has been open to approving these as  
19 long as long as somebody is not asking for a multi-lot subdivision. That's when you  
20 start creating your own hardship. If one house is reasonable and you want to throw in  
21 a half dozen then that's getting excessive.

22  
23 Ms. Clem put the hold harmless on the overhead that the Commission has asked the  
24 applicants to provide along with these variance requests. Ms. Clem said the hold  
25 harmless agreement has the owner sign off saying they know they are building within  
26 the buffer and the City is not responsible if there happens to be a flood that exceeds the  
27 floodplain or the wetlands and becomes more saturated than it already is.

28  
29 Mr. Noto said the wetland and floodplain are really far up on the property so if we  
30 enforce the setbacks the house would end up in the right-of-way. We find ourselves in  
31 the situation of finding a minimum variance that we could support or put ourselves in a  
32 situation of a taking issue by not allowing somebody to build on their property.

33  
34 Member York asked if this was going to be connected to City utilities.

35  
36 Mr. Noto said this is septic. He pointed out the drain field located just south of the  
37 garage. There is no sewer system on that part of Country Club.

38  
39 Member York said with just one house the effect would be minimal and that made him  
40 more comfortable than if they had six homes.

41  
42 Mr. Omana said at the time of permitting we will look at the issue of the placement of silt  
43 fencing. Our City Engineer will be conducting inspections to make sure somebody isn't  
44 involved with a backhoe in the wetland area where the trees are. We will keep an eye  
45 on it during the inspection process.

1 Steven Williams, 6228 Dainty Bess Court, Land 'O Lakes, Florida, applicant, came  
2 forward. He said he appreciated the Board's consideration. This is an amazing piece of  
3 property and an amazing area. He grew up in Lake Mary. We are moving back into  
4 town and are looking forward to building a nice place to raise his family and go to the  
5 same schools that he went to as a kid. We are excited about moving back into the  
6 community.

7  
8 Mr. Williams said to address some of the concerns, he is a builder and the reason he  
9 wanted to buy this property is that he loves the woods and loved nature. He wanted to  
10 cut out as few trees as possible, put a nice house in, and leave it natural. It's a beautiful  
11 piece of property. One of his big concerns is preserving and protecting the wetlands  
12 behind it.

13  
14 Mr. Williams said there used to be an old greenhouse structure and he wanted to  
15 protect the buffer area, but there are tons of plastic and trash. He wants to go in there  
16 and clean all that up and restore it back to the way it wants to be. He said that was his  
17 goal. He didn't want to cut all the trees out. He wanted to preserve it. It is a beautiful  
18 piece of piece of property. He thanked the Board for their consideration.

19  
20 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
21 came forward and the public hearing was closed.

22  
23 Chairman Hawkins said he had no problem with this and thought it was a good thing.

24  
25 **Sam Aycoth moved to approve 2016-V-01, recommendation to the Mayor and City**  
26 **Commission regarding a variance from §160.07, Resource Protection**  
27 **Standards/City Code of Ordinances, for property located at 630 South Country**  
28 **Club Road with the seven findings of fact, seconded by Steven Gillis and motion**  
29 **carried unanimously 5 – 0.**

30  
31 Chairman Hawkins asked when this goes to the City Commission.

32  
33 Mr. Omana said December 15<sup>th</sup>.

- 34  
35 C. 2016-RZ-08 and 2016-PSP-10: Recommendation to the Mayor and City  
36 Commission regarding a rezoning request from C-1 (General Commercial)  
37 and PO (Professional Office) to PUD (Planned Unit Development), and for  
38 a Preliminary Subdivision Plan for a 78-lot single-family residential  
39 subdivision and office outparcel on +/- 35.8 acres of land located at the  
40 southwest corner of Rinehart Road and Anderson Lane. Applicant: CPH,  
41 Inc., Mr. Javier Omana. (Public Hearing – Quasi Judicial)

42  
43 Chairman Hawkins said there are two items here. One is for preliminary subdivision  
44 and one is rezoning. We will hear these together but have separate motions. This is  
45 quasi-judicial and there is a sign-up sheet in the back.



## **MEMORANDUM**

DATE: December 15, 2016

TO: Mayor and City Commission

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1557 - Final Planned Unit Development (PUD) for Lake Emma Sound, a 78-lot single family residential subdivision and office outparcel; southwest corner of Rinehart Road and Anderson Lane; CPH, Inc., Mr. Javier E. Omana, applicant - First Reading (Public Hearing) (Quasi-Judicial) (Steve Noto, City Planner)

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**APPLICANT:** CPH, Inc., Mr. Javier E. Omana.

**REFERENCES:** City Comprehensive Plan, Code of Ordinances, Development Review Committee.

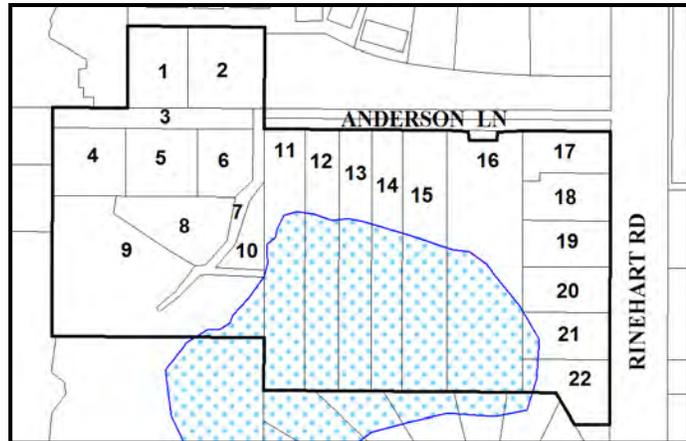
**REQUEST:** The applicant is requesting a rezoning of C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD), as well as a 78-lot Preliminary Subdivision Plan, for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road. The PUD development plan is for a 78-lot single-family residential subdivision and office outparcel.

Based on the November 3, 2016 approval of the Mayor and City Commission, a Comprehensive Plan Amendment has been transmitted to the State Department of Economic Opportunity (DEO) for a Future Land Use Amendment of RCOM (Restricted Commercial) and OFF (Office) to LMDR (Low/Medium Density Residential) for the residential parcels within the development. The Developer of the project is Pulte Homes. The project name is Lake Emma Sound.

## DISCUSSION:

**Location and History:** The map to the right has been provided for informational purposes to help describe the history of the subject properties.

The subject properties are located at the southwest corner of Anderson Lane and Rinehart Road. The overall project size is +/- 35.8 acres. A number of the parcels that make up the project area are vacant. There are six single-family homes on the westernmost parcels, which are owned by different members of the Smathers family.



In 1998, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Restricted Commercial (RCOM) for lots 11-15. Subsequently, in 1999, a rezoning of A-1, Agriculture, to C-1, General Commercial was approved by the City Commission for the same lots. A Developer's Agreement was approved with the rezoning which included additional use restrictions and bulk requirements. In 2000, the City Commission approved a site plan for a 72,600 sq. ft., 2-story, office building. The project was never constructed and the Developer's Agreement expired.

In 1998, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Office (OFF) for lots 16-20. Subsequently, in 1999, a rezoning of R-3, Multi-Family, to PO, Professional Office, was approved by the City Commission for the same lots. A Developer's Agreement was approved with the rezoning which included additional use restrictions and bulk requirements. Also in 1999, a site plan with variances and conditional use were approved for a 99,000 sq. ft., four-story, office building. The conditional use was due to the proposed height of the building, 5-stories/66 ft. tall. The project was never constructed and the Developer's Agreement expired.

In 2001, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Restricted Commercial (RCOM) and a rezoning of A-1, Agriculture, to C-1, General Commercial, for lots 1-10. In addition, the City Commission approved a Conditional Use for a 150,000 sq. ft., 4-story/65' tall, Wellness Center, on lots 1-6. The Wellness Center was never built.

In 2006, the City Commission approved a Future Land Use amendment of Conservation (CON) and Low Density Residential (LDR) to Office (OFF), and a rezoning of R-1AA, Residential, to PO, Professional Office, for lot 21. Also in 2006, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Office (OFF), and a rezoning of R-1AA, Residential, to PO, Professional Office, for lot 22. No development occurred as a result of those amendments.

In 2014, Mattamy Homes proposed a Comprehensive Plan amendment on +/-19.79 acres (lots 11-20) in order to construct 81 attached single-family homes. The City Commission denied the transmittal of that Comprehensive Plan amendment.

### Zoning

NW PUD	N PUD	NE PUD
W PUD	SITE C-1/PO	E A-1/PUD
SW PUD/ R-1A	S PUD/ R-1A/ R-1AA	SE A-1/ R-1A/ R-1AA

### Future Land Use

NW COM	N COM	NE COM
W COM	SITE OFF/ RCOM (LMDR Pending)	E COM/ PUBLIC
SW COM/ LDR	S COM/LDR	SE LDR/ PUBLIC

**FINAL PUD PLAN AND PRELIMINARY SUBDIVISION PLAN:** The applicant chose to combine the Final PUD and Preliminary Subdivision Plan into one document. Chapter 154.61 (F) outlines that a Final PUD Plan shall have 30% engineering details, as well as a Developer's Agreement. The purpose of the Preliminary Subdivision Plan is to provide complete and accurate representation of technical data and preliminary engineering drawings in a manner as to allow complete review and evaluation of the proposed development and its impact upon both the site and surrounding areas. The submittal requirements for a Preliminary Subdivision Plan are outlined in Chapter 155.21. It is generally a 30% engineered plan, which is the same requirement of the Final PUD Plan. As a result of this, the proposed plan provides 30% engineering detail.

As previously mentioned, the +/- 35.8 acre parcels are proposed to be subdivided into 78 single-family residential lots. The proposed minimum lot sizes are 50'x110' (5,500 sq. ft.) and 60'x105' (6,300 sq. ft.). Those lot sizes are similar to some of the lots in Manderley and Woodbridge Lakes. Generally, the largest lots abut Lake Emma. A separate developer will build on the Galaxy Parcel, which is +/- 2 acres of the overall +/- 35.8 acre development, at a later date.

The applicant has proposed the following setbacks for the single-family development:

Front Yard: 20' to living area, 25' to garage
Side Yard (Interior Lots): 5'
Rear Yard: 20', 15' for Lots 9-11
Street Side: 15'
Lake Emma MHWL Setback: <ul style="list-style-type: none"> <li>• Lots 6-11, 20'</li> <li>• Lots 19-20, 50'</li> <li>• All other lots, 75'</li> </ul>

The setbacks proposed for the Galaxy Parcel are similar to those allowed by code, less the 20' MHWL setback that is proposed.

**Access and Transportation** – Access to the project will be from the existing traffic signal on Rinehart Road through the Galaxy Parcel. Pulte Homes will own the access roadway and grant an access easement to the Galaxy owners. Sidewalks will be provided throughout the project, connecting to existing facilities on Rinehart Road. An emergency access roadway will be provided within Anderson Lane, the exact location of which will be determined as part of the Final Engineering Plans.

The applicant was required to do a full traffic study. The study found that the project would create an additional 955 new daily trips, 81 of which would occur during the am peak hour, and 100 of which would occur during the pm peak hour. As a result of the traffic impacts of the project, the applicant has proposed the following infrastructure improvements, which will be required to be constructed prior to the issuance of the first Certificate of Occupancy:

- Construction of a 235-foot northbound left turn lane;
- Construction of a 210-foot southbound right turn lane (this was discussed at a previous Planning & Zoning Board meeting);
- Restriping of existing turn-lanes and thru-lanes at the traffic signal on Rinehart Rd. adjacent to Crystal Lake Elementary;
- Modification of the existing traffic signal due to adjusted traffic movements.

The traffic study was reviewed by the City's traffic consultant, Kittleson and Associates. The proposed improvements were found to be adequate based on the impacts of the development. In addition, the means and methods of the study were found to be appropriate. The overall Levels of Service (LOS) were also reviewed and it was found that acceptable levels are going to be maintained.

The internal roadway will be privately maintained and dedicated to the HOA upon time of platting. Street lighting will also be provided throughout the community.

**Home Construction** – Conceptual renderings of the homes can be seen on Sheet P-5. While the minimum square footage outlined in the Developer's Agreement is 1,300 sq. ft., none of the homes shown are smaller than 2,100 sq. ft. The Developer's Agreement also states that architectural features such as corbels, shutters, wood, brick, stone, iron, and/or arches may be included on the homes. Roofing materials may include tile or shingles. Based on information gathered from the applicant, the homes will have a base price between \$400,000 and \$550,000. This is similar to, but slightly higher than, Crystal Reserve, a project recently constructed by Pulte Homes.

**Landscaping** – All of the single-family lots will be required to have two canopy trees planted. One canopy tree will be provided in the front yard, and one will be planted in the rear yard. In addition, an understory tree will also be planted in the rear yard. Associated foundation landscaping will also be provided along the perimeter of the homes. Lot-1 on Sheet L-5 shows a typical lot landscaping package provided by the developer. Sheet L-7 also shows typical lot landscaping.

The applicant is proposing a type (b) buffer adjacent to Rinehart Rd. The proposed landscape buffer will comply with the following requirements outlined in the Developer's Agreement:

- 25' minimum average width;
- Preservation of existing trees (see Sheet L-5 for list of preserved trees);
- Five (5) canopy trees will be provided for every 100 linear feet of frontage;
- Seven (7) understory trees will be provided for every 100 linear feet of frontage;
- In addition, if any of the existing trees do not survive the construction of the development, replacement trees will be required;
- A 6' tall prefabricated concrete wall will be provided;
- South of the existing vegetation, a hedge row will be planted adjacent to the prefabricated wall;

A 6' tall tan vinyl fence will be installed adjacent to lots 45-66. There is an existing brick wall adjacent to lots 21-41 that will be undisturbed. The Galaxy Parcel will follow the same landscape buffer requirements, including a type (c) buffer along the southern property line (outside of the surface water limits), which has the following requirements:

- 35' minimum average width;
- Preservation of existing trees;
- Seven (7) canopy trees will be provided for every 100 linear feet of frontage;
- Nine (9) understory trees will be provided for every 100 linear feet of frontage;
- A 6' tall prefabricated concrete wall will be provided;

A conceptual rendering of the wall and entry landscaping has been provided as Exhibit "C" to the Developer's Agreement; it is also shown on Sheet L-8. The applicant has proposed to remove 16 historic trees throughout the project. As a result, mitigation will be provided at \$1,250 per historic tree to be removed (\$20,000). This mitigation is to be collected at the time of site construction permit issuance.

**Seminole County Public Schools –** A School Impact Analysis was completed by County School Board staff. That analysis showed available capacity for the project without exceeding adopted levels of service. At the time of submittal for Final Subdivision, a School Capacity Availability Letter of Determination (SCALD) will be obtained.

**Stormwater –** The applicant is proposing four stormwater ponds throughout the project, all of which are generally located adjacent to Lake Emma. All ponds are designed as dry retention ponds for attenuation of the 25-year/24-hour storm event, prior to discharging into Lake Emma. This is consistent with the historical flow.

**Utilities –** Sanitary sewer, potable and reclaimed water are all available for the development. A lift station will be provided at the entrance to the residential portion of the development, with the force main connection being made on the east side of Rinehart Road. Potable and reclaimed water connections will be made at the south side

of Primera Blvd. All utilities within the housing development are to be owned and maintained by the HOA, and will be memorialized as part of the plat. The ownership and maintenance of utilities on the Galaxy parcel will be determined at a later date.

**PUD FINDINGS:** Section 154.61 (D) (2) (d) of the City's Code of Ordinances states that the City Commission shall make the following findings:

**ITEM No. 1:**

*That there is substantial compliance with the purpose of the Planned Unit Development District and the preliminary development plan.*

**FINDINGS OF FACT No. 1:**

The request is in compliance in that the purpose of the district is to provide for planned residential communities containing a variety of residential structures and a diversity of building arrangements, with complementary and compatible commercial or industrial uses or both, developed in accordance with an approved final development plan.

**ITEM No. 2:**

*That the phase of development in question can exist as an independent unit capable of creating an environment of substantial desirability and stability.*

**FINDINGS OF FACT No. 2:**

The residential portion of the PUD is going to be developed as Phase I, with the Galaxy Parcel being developed at a later date. Phase I will have all of the infrastructure needed to exist as an independent unit capable of creating an environment of substantial desirability and stability.

**ITEM No. 3:**

*That existing or proposed utility services and transportation systems are adequate for the population densities proposed.*

**FINDINGS OF FACT No. 3:**

There are existing utility services in place to serve the development. Transportation infrastructure improvements are going to be made, as outlined previously, due to the impacts of the development. Those improvements, in conjunction with existing infrastructure, are adequate for the population densities proposed.

**ITEM No. 4:**

*That the preliminary engineering plans as required by the City Engineer have been approved.*

**FINDINGS OF FACT No. 4:**

The development program has been reviewed by the Development Review Committee (DRC), which includes the City Engineer. The item would not be before you if the entire DRC did not find the plan in compliance.

**REZONING:** All rezoning requests shall be reviewed in light of the provisions of Section 154.27(A) (2) of the City's Code of Ordinances.

**Determination of Items and Findings of Fact:** The four (4) items listed below are to be used to support the written recommendations:

**ITEM No. 1:**

*The need and justification for the change;*

**FINDINGS OF FACT No. 1:**

The applicant provided a justification/need statement for the proposed Low/Medium Density Residential (LMDR) land use category which was reviewed previously. It was found via the approval by the Mayor and City Commission to transmit the proposed LMDR future land use to the state for review, that the request was consistent and compatible with the City's Comprehensive Plan and the surrounding land uses.

In addition, the City has made a concerted effort in maximizing the remaining land available in the City in the form of high quality development. The City has also found the need for more high quality residential development to occur as a result of the sharp increase seen in Class-A Office (i.e. Verizon, Deloitte, etc.) and other types of development that has impacted the City's jobs to housing ratio.

**ITEM No. 2:**

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

**FINDINGS OF FACT No. 2:**

A rezoning of C-1 and PO to a residential PUD is a form of down-zoning. As a result, the overall impacts of the development are less than what would have been had the lands been developed with the C-1 and PO zoning district requirements. The impacts of the development are being mitigated as required, such as the transportation improvements and the historic tree mitigation plan. While all development has impacts on land and surrounding properties, staff has found that the proposal meets the relevant codes and that the mitigation plans are sufficient.

**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:**

In the general area, there are a small number of parcels with PUD zoning that are vacant:

- Two parcels in Primera are vacant;
- Two of the westernmost parcels in the Fountain Parke PUD are vacant, as well as a number of the subdivided parcels in the residential portion of the PUD;

Approximately 32% of the parcels in the City are zoned PUD.

**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 this chapter [Chapter 154 – Zoning Code] and the comprehensive plan.*

**FINDINGS OF FACT No. 4:**

The proposed PUD is in compliance with the proposed LMDR future land use category. The proposed PUD does further the purpose of Chapter 154 as well as the Comprehensive Plan by complying with the relevant sections of Chapter 154 of the City's Code of Ordinances and the Future Land Use Element of the City's Comprehensive Plan.

**STAFF RECOMMENDATION FOR PUD REZONING, 2016-RZ-08:** Staff finds that the request for a rezoning of C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD) for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road has met the relevant findings of fact as outlined above, is consistent with the City's Land Development Code as outlined above, and the City of Lake Mary Comprehensive Plan as outlined above, and recommends approval with the following conditions:

1. The Mayor and City Commission shall consider/review the adoption of the Future Land Use amendment to LMDR prior to approval of the rezoning to PUD.
2. Historic tree removal mitigation will be provided at \$1,250 per historic tree to be removed (\$20,000). This mitigation is to be collected at the time of site construction permit issuance.

**STAFF RECOMMENDATION FOR PSP, 2016-PSP-10:** Staff finds that the request for a 78-lot Preliminary Subdivision Plan, for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road has met the relevant findings of fact as outlined above, is consistent with the City's Land Development Code as outlined above, and the City of Lake Mary Comprehensive Plan as outlined above, and recommends approval with the following conditions:

1. The Mayor and City Commission shall consider/review the following prior to approving the Preliminary Subdivision Plan:
  - a. The LMDR Future Land Use Category
  - b. The PUD rezoning
2. A minimum 12.5' wide emergency access roadway will be provided within Anderson Lane, the exact location of which will be determined as part of the Final Engineering Plans.

**PLANNING AND ZONING BOARD:** At their December 29, 2016 meeting, the Planning and Zoning Board voted 4-1 to recommend approval of both the proposed rezoning from C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD), and the Preliminary Subdivision Plan for Lake Emma Sound, a 78-lot single-family residential subdivision and office outparcel, on +/- 35.8 acres of land located at the southwest corner of Rinehart Rd. and Anderson Ln., each with staff's conditions as outlined above.

**ATTACHMENTS:**

- Ordinance No. 1557
- Developer's Agreement (As Attachment "A" to Ordinance)
- Location Map
- Zoning Map
- Future Land Use Map
- Aerial
- 8.5 x 11 of Sheet P-2
- Lake Emma Residential Final PUD/PSP Plans
- December 29, 2016 Planning & Zoning Board Minutes

**ORDINANCE NO. 1557**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED AT THE SOUTHWEST CORNER OF ANDERSON LANE AND RINEHART ROAD, HEREIN DEFINED FROM THE PRESENT CITY ZONING CLASSIFICATION OF C-1, GENERAL COMMERCIAL, AND PO, PROFESSIONAL OFFICE, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, CPH, Inc., Applicant, has petitioned the City of Lake Mary, Florida, to rezone the following described properties located within the City of Lake Mary, Florida, which are currently in a zoning classification of C-1 General Commercial, and PO, Professional Office; 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's 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 Planning and Zoning Board recommended approval of this rezoning at its November 29, 2016 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 properties from their present C-1 General Commercial, and PO, Professional Office, zoning district to the PUD, Planned Unit Development zoning district:

**SEE EXHIBIT “A” OF ATTACHMENT “A” FOR LEGAL DESCRIPTION**

C1 to PUD		PO to PUD
07-20-30-300-003K-0000	07-20-30-301-003E-0000	07-20-30-300-0170-0000
07-20-30-300-003A-0000	07-20-30-301-003P-0000	07-20-30-502-0000-0010
07-20-30-301-003J-0000	07-20-30-300-014B-0000	07-20-30-502-0000-0020
07-20-30-301-003M-0000	07-20-30-300-014A-0000	07-20-30-502-0000-0030
07-20-30-301-003B-0000	07-20-30-300-0140-0000	07-20-30-502-0000-0040
07-20-30-301-003N-0000	07-20-30-300-0150-0000	07-20-30-502-0000-0050
07-20-30-301-003C-0000	07-20-30-300-0160-0000	07-20-30-502-0000-0060
07-20-30-301-003Q-0000		

**Section 2.** This rezoning action is subject to the conditions provided for and agreed to in the PUD Agreement attached hereto as Attachment “A” 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 on the effective date of Ordinance 1552.

FIRST READING: December 15, 2016

SECOND READING: \_\_\_\_\_, 2017

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

ATTEST:

\_\_\_\_\_  
Carol A. Foster, City Clerk

\_\_\_\_\_  
David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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"

Prepared by:

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

## DEVELOPER'S PUD AGREEMENT FOR LAKE EMMA SOUND

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2017, by and among **Pulte Home Corporation**, a Michigan corporation (Owner - Pulte) whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326, **Galaxy Plus, L.L.C.**, a Florida limited liability company, (Owner - Galaxy) whose address is 500 W Fulton Street, Sanford, Florida 32771 (Pulte and Galaxy collectively referred to as "Owner"), **Lake Emma Sound Homeowners Association, Inc.** (HOA) whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811, and the **City of Lake Mary**, a Florida municipal corporation (City), whose address is 100 N. Country Club Road, Lake Mary, Florida 32746.

### WITNESSETH:

**WHEREAS**, the City is authorized to enter into development agreements; and

**WHEREAS**, the City has considered and approved a Final PUD for the proposed development, Lake Emma Sound, on the real property described herein on Exhibit "A", owned in fee simple by Owner-Pulte, and Owner-Galaxy, and found the development consistent with the City's Comprehensive Plan and Code of Ordinances; and

**WHEREAS**, the Owner is in agreement with the conditions, terms and restrictions, hereinafter recited and has agreed to the imposition as an incident to the development of said Subject Property; and

**WHEREAS**, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning and Zoning Board and City Commission. Furthermore, any representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

**WHEREAS**, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

Now Therefore, in consideration of the premises, the parties hereby agree as follows:

#### 1. RECITALS

The foregoing recitals are hereby acknowledged to be true and correct and are incorporated herein by reference.

2. LEGAL DESCRIPTION OF THE LAND SUBJECT TO THE AGREEMENT

Described in Exhibit “A” attached hereto and hereinafter referred to as “Subject Property”.

3. DEVELOPMENT USES:

The Subject Property consists of a residential parcel, the “Parent Parcel”, and an office parcel, the “Galaxy Parcel”.

The Parent Parcel has a Low /Medium Density Residential (LMDR) land use and the zoning is PUD. The Parent Parcel will be developed as a detached single family residential community with a total of 78 dwelling units.

The Galaxy Parcel has an Office (OFF) land use and the zoning is PUD. The Galaxy parcel will be developed with office use(s).

Development of the Subject Property for the uses described in this Section 3 shall hereinafter be referred to as the “Project”.

4. TERMS AND CONDITIONS OF DEVELOPMENT

A. Density/Intensity

Parent Parcel: Density equals 3.4 dwelling units per net acre. The maximum density shall not exceed 4 dwelling units per net acre.

Galaxy Parcel: The maximum Impervious Surface Ratio (ISR) will be consistent with the Office Future Land Use ISR depicted on Table GOP-1: Future Land Use/Zoning Compatibility Chart, City of Lake Mary Comprehensive Plan.

B. Building Height

Parent Parcel: Building height shall not exceed thirty-five (35) feet without conditional use approval of the City Commission.

Galaxy Parcel: Building height shall not exceed thirty-five (35) feet without conditional use approval of the City Commission.

C. Setbacks

Parent Parcel:

House:

Front – Twenty five (25) feet for garage; Twenty (20) feet for living area

Rear – Twenty (20) feet; Fifteen (15) feet for lots 9, 10 and 11

Side – Five (5) feet

Streetside – Fifteen (15) feet

Lake Emma Mean High Water Line – Seventy-five (75) feet; Twenty (20) feet for lots 6-11; fifty (50) feet for lots 19-20

Pool:

Front – N/A  
Rear – Five (5) feet  
Side – Same as house  
Streetside – Same as house  
Lake Emma Mean High Water Line – Same as house

Screen Enclosure:

Front – N/A  
Rear – Three (3) feet  
Side – Same as house  
Streetside – Same as house  
Lake Emma Mean High Water Line – Same as house

Accessory Structure/Shed:

Front – N/A  
Rear – Five (5) feet  
Side – Same as house  
Streetside – Same as house  
Lake Emma Mean High Water Line – Same as house

Galaxy Parcel:

Front (Rinehart Road) – Twenty five (25) feet  
Project Access Road – Ten (10) feet  
All Other Property Lines – Thirty five (35) feet  
Lake Emma Mean High Water Line - Twenty (20) feet

D. Lake Emma

Docks on Lake Emma are prohibited.

E. Project Phasing

The Parent Parcel shall be developed in two phases as depicted on the Final Development Plan attached hereto as Exhibit “B”. Phase I includes lots 1-10 and 46-66. Phase II includes lots 11-45 and 67-78.

The Galaxy Parcel will be developed as Phase III.

F. Open Space

Open space will be provided consistent with the requirements set forth in the City of Lake Mary Comprehensive Plan. The Parent Parcel and Galaxy Parcel will meet their open space requirement independently.

G. Lot Landscaping/Buffers

Parent Parcel:

Lot Landscaping

There will be a minimum of two canopy trees per lot. Each lot shall have a minimum of one canopy tree in the front yard, one canopy tree in the back yard, one understory tree in the back yard, foundation planting across the front of the residence consisting of accent plants, small shrubs and groundcover. The front yard canopy tree shall be planted 8' from the building line to prevent impact to the sidewalk located in the right-of-way. Air conditioning units shall be screened with medium size shrubs, 24" at time of planting, and there will be planting at both corners in the back of the homes.

#### Buffers

##### Rinehart Road

- 25' wide, type (b) buffer
- Preserved existing vegetation
- Where sufficient preserved existing vegetation does not exist, new canopy tree(s) will be planted at the rate of 5 per 100 feet and new understory trees will be planted at the rate of 7 per 100 feet.
- If any of the existing preserved trees do not survive construction, or are found to be dead/dying/diseased or out of conformance with code, new trees may be required by the City for replacement in that area. Trees to be preserved shall not be removed under any circumstances.
- 3.5" cal., 15' high, 6' spread canopy trees and 2" cal., 8' high, 4' spread understory trees in area void of existing trees to remain
- Continuous hedge shall be 24" tall upon planting where existing vegetation is insufficient
- 6' high prefabricated concrete wall

##### A Portion of Lot 45 and Lots 46-66

- 6' high tan vinyl fence to be located on rear lot line / project perimeter

##### Primera DRI

- An existing 6' high brick wall is located adjacent to the Parent Parcel perimeter. The wall starts behind lot 41, then extends northward, westward, southward, westward, then southward, to the southwestern-most corner of the Parent Parcel.

#### Galaxy Parcel:

The following buffers are to be provided upon development of the Galaxy Parcel.

##### Adjacent to Parent Tract

- 0' wide

##### Rinehart Road

- 25' wide, type (b) buffer
- Preserved existing vegetation
- Where sufficient preserved existing vegetation does not exist, new canopy tree(s) will be planted at the rate of 5 per 100 feet and new understory trees will be planted at the rate of 7 per 100 feet.
- If any of the existing preserved trees do not survive construction, or are found to be dead/dying/diseased or out of conformance with code, new trees may be required by the City for replacement in that area. Trees to be preserved shall not be removed under any circumstances.
- 3.5" cal., 15' high, 6' spread canopy trees and 2" cal., 8' high, 4' spread understory trees in area void of existing trees to remain
- Continuous hedge shall be 24" tall upon planting where existing vegetation is insufficient.

- 6' high prefabricated concrete wall to match wall provided on Parent Parcel.

Project Access Road

- 10' wide
- Preserved existing vegetation
- Where sufficient preserved existing vegetation does not exist, new canopy tree(s) will be planted at the rate of 3 per 100 feet and new understory trees will be planted at the rate of 4 per 100 feet.
- Continuous hedge shall be 24" tall upon planting where existing vegetation is insufficient.

Southern Property Line (outside of surface water limits)

- 35' wide, type (c) buffer
- Preserved existing vegetation
- Where sufficient preserved existing vegetation does not exist, new canopy tree(s) will be planted at the rate of 7 per 100 feet and new understory trees will be planted at the rate of 9 per 100 feet.
- 3.5" cal., 15' high, 6' spread canopy trees and 2" cal., 8' high, 4' spread understory trees in area void of existing trees to remain
- Continuous hedge shall be 24" tall upon planting where existing vegetation is insufficient.
- 6' high prefabricated concrete wall to match wall provided on Parent Parcel.

H. Lot/House Size and Construction Upgrades

The minimum house square footage under heat and air (excluding the garage) shall be 1,300 square feet. Architectural features may include one or more to the following: corbels, shutters, wood, brick, stone, iron, and/or arches. Roofing materials may include tile or shingles. The exterior elevations shall be stucco. Minimum lot sizes are as follows:

LOT NUMBER	MIN LOT SIZE (Width x Depth)*	MIN LOT AREA (SF)
1-20	60 X 105	6,300
21-78	50 X 110	5,500

\*Minimum lot width is measured at front yard setback.

Accessory structures/sheds with a maximum area of 200 SF are permitted on all lots except for lots 1–12 and 15-20.

I. Irrigation System

The Parent Parcel shall be served by a master irrigation system that will provide the irrigation for applicable common properties. The Owner (Pulte) shall utilize reclaimed water to provide the water source for the master irrigation system. Owner's use of reclaimed water contemplates Owner being able to access reclaimed water from the City.

Irrigation for the Galaxy Parcel will be determined during the construction document/permitting phase for the Galaxy Parcel.

J. Entry/Project Signage

Parent Parcel: The Owner (Pulte) shall provide entry and signage features that resemble the rendering depicted on Exhibit "C". Proposed signage locations are depicted on the Preliminary Fence and Wall Plan, Sheet L-1. All Parent Parcel entry and signage features will be owned and maintained by the HOA.

Galaxy Parcel: Upon development of the Galaxy Parcel, the Owner (Galaxy) shall provide an entry and signage feature that utilizes the materials and general character of the Parent Parcel signage depicted on Exhibit "C". The proposed entry/signage feature location is depicted on the Preliminary Fence and Wall Plan, Sheet L-1. The Owner (Galaxy) shall own and maintain the entry and signage feature.

K. Internal Roads

The internal roads and rights of way within the Parent Parcel are private and will be dedicated to the HOA at time of platting. The HOA shall own and maintain any internal roads within the Parent Parcel and the appropriate provisions to adequately fund the maintenance of the internal roads shall be included in the Declaration of Covenants, Conditions, and Restrictions that will govern the Parent Parcel. The Declaration will be provided to the City for approval before recording. A written agreement between the Owner (Pulte) and the City of Lake Mary Police Department will be executed to allow for parking enforcement on the Parent Parcel.

L. Stormwater/Compensating Storage

As part of the proposed Parent Parcel improvements, the Owner (Pulte) will construct dry retention ponds for attenuation of the 25-year/24-hour storm event prior to discharging to Lake Emma, as exists in the pre-development condition. All proposed stormwater improvements will meet the City of Lake Mary and St Johns River Water Management District (SJRWMD) criteria for water quality and rate attenuation.

Stormwater for the Galaxy Parcel will be provided on the Parent Parcel.

Compensating storage requirements are to be provided by on-site grading and within the proposed stormwater treatment ponds per City and SJRWMD requirements.

M. Other Regulations

All other land development regulations of the City of Lake Mary, Florida, in effect at the time of actual development and not in conflict with the express provisions of this Agreement shall be applicable to the development of the Subject Property.

5. PUBLIC FACILITY AND SERVICES

A. Potable Water and Sanitary Sewer Facilities

The development shall be served by water and sewer facilities to be provided by the City of Lake Mary, Florida. The expense of installation of these facilities shall be the responsibility of the Owner (Pulte). Water and sewer facilities located on the Parent Parcel will be owned and maintained by the HOA up to the point of connection of the existing City systems. Ownership of the water and sewer facilities located on the Galaxy Parcel to be determined during the construction document/permitting phase for the Galaxy Parcel. The City hereby states that adequate facilities

exist to serve the proposed development and no new facilities are needed to serve the Subject Property or the proposed development thereon.

#### B. Transportation Facilities

The Parent Parcel shall be permitted one access point to Rinehart Road through the Galaxy Parcel. The access point shall align with the Crystal Lake Elementary School entrance to the east. The Parent Parcel access drive and internal roadways through the Galaxy Parcel will be owned and maintained by the HOA. The HOA and Owner-Pulte will provide an easement over the access drive within the Galaxy Parcel to Owner-Galaxy for access to the remainder of the Galaxy Parcel.

Emergency access to the Parent Parcel as generally depicted on Exhibit "B" shall be constructed as per the approved engineering plans.

Access to the Parent Parcel's private roads shall be available to all City of Lake Mary employees and emergency vehicles through the locking gates by way of opening devices i.e. lock boxes or other acceptable mechanism. The Owner and the HOA shall provide to the City of Lake Mary an annual Florida Licensed Certified Public Accountant certification that adequate monies have been assessed and collected to provide for maintenance of the Parent Parcel's roadways and stormwater facilities. This requirement shall be included in the Declaration of Covenants, Conditions and Restrictions.

The following intersection improvements will be constructed by the Owner (Pulte) to accommodate project access:

- a. Construct a 235' northbound left turn lane.
- b. Construct a 210' southbound right turn lane.
- c. Restripe the westbound approach lanes to provide a through-right shared lane and an exclusive left turn lane.
- d. Construct an eastbound approach to provide a through-right shared lane and an exclusive left turn lane.
- e. The existing signal structure and signal head configurations will require modification to accommodate the proposed eastbound approach and all associated movements at the intersection.

All off-site transportation improvements shall be completed prior to the issuance of the issuance of the Certificate of Occupancy for the first home. All off-site transportation improvements will be owned and maintained by the City.

#### 6. DEVELOPMENT PERMITS

The following City of Lake Mary Development Permits are required for completion of the development within the PUD (The Parent Parcel and Galaxy Parcel will obtain these permits independent of one another):

- a. Final PUD (Rezoning)

- b. Preliminary and Final Subdivision approval
- c. Site Development Permits
- d. Final Plat
- e. St. Johns River Water Management District Permit
- f. Florida Department of Environmental Protection Permit

Failure of this Agreement to address a particular permit, conditions, term or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting, requirements, conditions, term or restriction.

## 7. DURATION OF AGREEMENT

The duration of this Agreement shall be for a term of 20 years from the effective date of this Agreement. If development of the Subject Property is not completed in accordance with the terms and conditions of this Agreement and applicable laws of the State of Florida, Seminole County, and the City of Lake Mary, Florida within 20 years from the effective date of this Agreement, then and in that event, the City of Lake Mary shall not be precluded, prohibited or estopped from redesignating and/or rezoning all or any portion of the Subject Property.

## 8. COMPLIANCE WITH OTHER LAWS, ORDINANCES, RESOLUTIONS AND REGULATIONS

This Agreement shall not operate as a limitation upon the City of Lake Mary to require the Owner of the Subject Property to comply with all laws, ordinances, resolutions and regulations of the State of Florida, Seminole County and/or the City of Lake Mary, regulating the development of the Subject Property in accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall this Agreement in any way act to relieve the Owner from complying with any permitting requirement, condition, term or restriction.

The City, having reviewed that certain "Resolution" dated June 8, 1982, and recorded on June 11, 1982, in the public records of Seminole County, Florida, at OR Book 1396, Page 1997, (the "**County Resolution**") which County Resolution concerns all or a portion of the Subject Property (and which County Resolution was adopted by the Board of County Commissioners in and for Seminole County, Florida, at a time prior to such portion of the Subject Property being annexed into the City), hereby acknowledges that the City does not consider the County Resolution to be binding on the Subject Property, and that the City therefore will not seek to enforce the County Resolution against the Subject Property. Moreover, to the extent that the City is legally able to do so, and being the entity with jurisdiction over the Subject Property for land use matters pursuant to the application of Section 171.062, Florida Statutes, the City agrees with Owner that the County Resolution shall be considered null, void, and of no further force or effect.

Owner, as the owner in fee simple of all of the "Subject Property" (as defined in the Cooperation Agreement (hereinafter defined)), and City hereby acknowledge and agree that that certain "Cooperation Agreement" dated July 2, 1987, and recorded on July 14, 1987, in the public records of Seminole County, Florida, at OR Book 1868, Page 0015, (the "**Cooperation Agreement**") by and between Margaret C. Cammack, Owen T. Cammack, Catherine C. Hanson, and Frances C. Nipe, as trustees of the Cammack Family Trust, Alex Halberstadt, and Concurrent Construction Co., Inc. and

City – as such Cooperation Agreement was approved by the city commission of the City by that certain “Resolution No. 268” dated July 2, 1987, and recorded on July 14, 1987, in the public records of Seminole County, Florida, at OR Book 1868, Page 0012, (the “**City Resolution**”) – has expired, and therefore both the Cooperation Agreement and the County Resolution shall be considered null, void, and of no further force or effect.

The City, having reviewed that certain “Grant of Easement” dated October 17, 1979, and recorded on October 22, 1979, in the public records of Seminole County, Florida, at OR Book 1249, Page 0409, (the “**Easement**”) granted by Nancy R. Smathers to and in favor of Dennis W. Smathers and Paula I. Smathers, as well as having reviewed the easement area legally described in the Easement, (the “**Easement Area**”) hereby acknowledges that: (i) the City has never accepted the Easement, nor accepted any grant of any rights over the Easement Area arising under and/or by virtue of the Easement; (ii) that the Easement Area has never been opened for use by the public as a public right-of-way and/or public easement area; and (iii) that the City claims no right, title, or interest in or to the Easement Area arising under and/or by virtue of the Easement.

## 9. BINDING COVENANTS

Except as herein provided to the contrary, the covenants rights set forth in this Agreement shall run with the title to the Subject Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto; provide, however, the provisions of this paragraph are not intended to imply or require the City’s consent or joinder in mortgages encumbering the restrictions, executions of easements or any other instruments executed in connection with the development or sale of the Subject Property.

## 10. AMENDMENT OR CANCELLATION

This Agreement may be amended or canceled by mutual consent of the parties of this Agreement or by their successors in interest pursuant to the public notice requirements of the City.

Notwithstanding the foregoing, no such amendment or modification of this Agreement shall require the consent of any owner of a CO’d Lot (hereinafter defined), and in the event that there are any CO’d Lots at the time of any such amendment or modification, the consent of the HOA to any such amendment or modification of this Agreement shall be sufficient to bind all owners of all CO’d Lots. As used in this paragraph, a “CO’d Lot” shall mean and refer to any platted single-family residential lot within the Parent Parcel upon which exists a completed single-family residential structure for which a certificate of occupancy has been issued by the City.

## 11. SUBSEQUENTLY ENACTED STATE AND FEDERAL LAW

If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties’ compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

## 12. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Lake Mary. The venue for purpose of litigation shall be Seminole County, Florida, or Orlando for federal court.

13. NOTICES

Formal written notice, demands, correspondence and communication between the City and the Owner shall be sufficiently given if sent by postage prepaid, first class mail, to the other party at the following address:

To the City: CITY OF LAKE MARY  
Attention: City Manager  
Post Office Box 950700  
Lake Mary, Florida 32795

To the Owner: PULTE HOME CORPORATION  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811

To the Owner: GALAXY PLUS, LLC  
500 W Fulton Street  
Sanford, Florida 32771

To the HOA: LAKE EMMA SOUND HOMEOWNERS ASSOCIATION  
4901 Vineland Road, Suite 500  
Orlando, Florida 32811

14. HOLD HARMLESS AGREEMENT

The Owner hereby agrees to and shall hold the City, its elected and appointed boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damages for personal injury, including death, as well as claims for property damage which may arise from Owner or Owner's contractors, agents or employees directly or indirectly operating under this Agreement, whether such operations be by Owner, or by any of Owner's agents, contractors or subcontractors.

15. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

16. SEVERABILITY

If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto unless the same shall frustrate the intentions of either party hereto in entering into this Agreement.

17. EFFECTIVE DATE OF AGREEMENT

The Effective Date of this Agreement shall be the date the execution by the last party to execute this Agreement.

18. THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third party, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third party unless expressly provided for herein.

19. FURTHER ASSURANCES

Each party hereto agrees to sign any other instrument and documents consistent herewith as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement, including additions to the covenants and restrictions binding all or any part of the Subject Property. The Owner warrants that it will cause the holders of any and all mortgages and liens relating to the Subject Property to execute a joinder to this Agreement. If the Owner shall fail to obtain such joinder then the Owner shall lose all rights and benefits derived hereunder.

20. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in the Agreement.

21. RECORDING

This Agreement shall be recorded by the City, at the Owner's expense, in the public records of Seminole County, Florida within thirty (30) days after this Agreement is approved by the City Commission of the city and signed by all parties hereto.

22. LIMITATION OF REMEDIES

The City and Owner hereby agree not to pursue an award of monetary damages for a breach of or nonperformance under this Agreement. The only remedies available against a non-performing party shall be either to withhold further performance under this Agreement until the non-performing party or parties cure the non-performance or to seek a court order from the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida, or such other court having lawful jurisdiction over the parties, requiring the non-performing party to fulfill its obligations under this Agreement. However, nothing in this Agreement shall be construed to limit the right of either the city or the Owner to pursue any and all remedies under tort or constitutional law related to a party's non-performance under this Agreement or to seek an award of monetary damages for the non-payment of any monetary obligations referenced in this Agreement.

23. VOLUNTARY AGREEMENT

The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

In witness whereof, parties have executed this document as of the day and year first above written.

**(SIGNATURE PAGES TO FOLLOW)**

CITY OF LAKE MARY, FLORIDA, a  
municipal corporation

ATTEST:

By: \_\_\_\_\_  
David J. Mealor, Mayor

\_\_\_\_\_  
Carol A. Foster, City Clerk

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

Notary Seal:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**Owner:**

Pulte Home Corporation, a Michigan corporation

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ the \_\_\_\_\_ of PULTE HOME CORPORATION, (check one)  who is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**Owner:**

Galaxy Plus, L.L.C., a Florida limited liability company,

BY: \_\_\_\_\_

Kamran Khosravani, Member/Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Kamran Khosravani, Member/Manager of GALAXY PLUS, L.L.C., (check one)  who is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**Owner:**

Galaxy Plus, L.L.C., a Florida limited liability company,

BY: \_\_\_\_\_

David A. Gierach, Member/Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by David A. Gierach, Member/Manager of GALAXY PLUS, L.L.C., (check one)  who is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**HOA:**

Lake Emma Sound Homeowners Association, Inc.

Witnesses:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ for the City of Lake Mary, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

**PARENT PARCEL LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SEMINOLE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, COMPRISED OF TAX PARCEL 14 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3037 AT PAGE 813, TAX PARCEL 14A AS DESCRIBED IN OFFICIAL RECORDS BOOK 3081 AT PAGE 874, TAX PARCEL 14B AS DESCRIBED IN OFFICIAL RECORDS BOOK 3081 AT PAGE 888, TAX PARCEL 15 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3037 AT PAGE 813, AND TAX PARCEL 16 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2646 AT PAGE 40, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN THENCE NORTH 89°47'48" EAST A DISTANCE OF 1274.21 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7 AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE NORTH 00°04'38" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 200.00 FEET; THENCE NORTH 89°47'48" EAST, ALONG THE NORTH LINE OF THE SOUTH 200 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 568.55 FEET TO THE EAST LINE OF THE WEST 250.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 00°04'40" EAST ALONG SAID EAST LINE A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 00°03'38" WEST ALONG THE EAST LINE OF THE WEST 250.00 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, A DISTANCE OF 661.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7; THENCE SOUTH 89°49'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 568.25 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7; THENCE NORTH 00°02'02" EAST, ALONG SAID WEST LINE, A DISTANCE OF 661.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR ACCESS GRANTED IN OFFICIAL RECORDS BOOK 150, PAGE 205 AND OFFICIAL RECORDS BOOK 160, PAGE 142, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE BENEFIT OF TAX PARCELS 15 AND 16.

TOGETHER WITH EASEMENTS FOR ACCESS GRANTED IN OFFICIAL RECORDS BOOK 1110, PAGE 918, OFFICIAL RECORDS BOOK 1110, PAGE 920, OFFICIAL RECORDS BOOK 1110, PAGE 922, OFFICIAL RECORDS BOOK 1208, PAGE 1016, OFFICIAL RECORDS BOOK 1208, PAGE 1018 AND OFFICIAL RECORDS BOOK 1208, PAGE 1020, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE BENEFIT OF TAX PARCELS 14, 14A AND 14B.

PARCEL B:

LOTS 1, 2, 3 AND 4, LAKE EMMA EAST SUBDIVISION, PLAT BOOK 17, PAGE 14, PUBLIC RECORDS OF SEMINOLE COUNTY, AND OF PARCEL 17 LEGALLY DESCRIBED AS THE SOUTH 200 FEET OF THE EAST 3/4 OF SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LESS WEST 250 FEET THEREOF, AND LESS EAST 475 FEET THEREOF, AND EAST 3/4 OF NORTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4, SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LESS WEST 250 FEET THEREOF AND LESS EAST 475 FEET THEREOF.

LESS THE NORTH 25 FEET OF THE SOUTH 200 FEET OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST LESS THE WEST 250 FEET THEREOF AND LESS EAST 475 FEET THEREOF.

TOGETHER WITH:

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, ALONG THE SOUTH LINE OF THE NE ¼ OF SAID SECTION 7, A DISTANCE OF 1046.43 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00°22'16" EAST, 200.00 FEET, THENCE RUN NORTH 89°40'40" EAST, 213.59 FEET, THENCE RUN SOUTH 00°11'25" EAST, 208.22 FEET, THENCE RUN SOUTH 60°58'35" WEST, 49.37 FEET, THENCE RUN SOUTH 89°37'44" WEST, 169.45 FEET, THENCE RUN NORTH 00°22'16" EAST, 32.45 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE NORTH 25 FEET OF THE SOUTH 250 FEET OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 7, LYING WEST OF RINEHART ROAD AS DESCRIBED IN BOOK 1029, PAGE 1830; BOOK 1029, PAGE 1833, BOOK 1034, PAGE 735, BOOK 1034, PAGE 738; RIGHT-OF-WAY EASEMENTS IN BOOK 1204, PAGE 1235, AND BOOK 1204, PAGE 1233; AND GRANT OF EASEMENT AS DESCRIBED IN BOOK 1249, PAGE 409, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

BEGIN 75 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH 7 ½ CHAINS OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, THENCE RUN SOUTH 175 FEET; THENCE RUN WEST 250 FEET; THENCE RUN NORTH 175 FEET AND THENCE RUN EAST 250 FEET TO THE POINT OF BEGINNING, SEMINOLE COUNTY, FLORIDA. TOGETHER WITH RIGHT-OF-WAY EASEMENTS RECORDED IN BOOK 1204, PAGE 1233; BOOK 1204, PAGE 1235; BOOK 1034, PAGE 735 AND 1034, PAGE 738; AND BOOK 1029, PAGE 1830 AND BOOK 1029, PAGE 1833, AND GRANT OF EASEMENT IN BOOK 1249, PAGE 409, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

(AKA PARCEL 3-B)

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 832.85 FEET FOR A POINT OF BEGINNING, THENCE RUN NORTH 89°40'40" EAST, 213.58 FEET, THENCE RUN SOUTH 00°22'16" EAST, 232.08 FEET, THENCE RUN SOUTH 89°37'44" WEST, 213.58 FEET, THENCE RUN NORTH 00°22'16" WEST, 32.26 FEET TO THE POINT OF BEGINNING. ALONG WITH AN

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES OVER THE NORTH 25 FEET OF THE SOUTH 250 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 7, LYING WEST OF RINEHART ROAD.

TOGETHER WITH RIGHT-OF-WAY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1029, PAGE 1830; OFFICIAL RECORDS BOOK 1029, PAGE 1833; OFFICIAL RECORDS BOOK 1034, PAGE 735; OFFICIAL RECORDS BOOK 1034, PAGE 738; AND, GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1249, PAGE 409, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO, TOGETHER WITH RIGHT OF WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1183, PAGE 1382, AS AFFECTED BY AMENDED RIGHT-OF-WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1217, PAGE 816, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, ALONG THE SOUTH LINE OF THE NE ¼ OF SAID SECTION 7, A DISTANCE OF 604.52 FEET FOR A POINT OF BEGINNING, THENCE RUN NORTH 00°22'16" EAST, 200.00 FEET, THENCE RUN NORTH 89°40'40" EAST, 228.33 FEET, THENCE RUN SOUTH 00°22'16" WEST, 232.45 FEET, THENCE RUN SOUTH 89°37'44" WEST, 228.33 FEET, THENCE RUN NORTH 00°22'16" EAST, 32.45 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 15 FEET AS SHOWN BY GRANT OF EASEMENT IN BOOK 1249, PAGE 408; TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE NORTH 25 FEET OF THE SOUTH 250 FEET OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 7, LYING WEST OF RINEHART ROAD AS DESCRIBED IN BOOK 1029, PAGE 1830; BOOK 1029, PAGE 1833; BOOK 1034, PAGE 735; BOOK 1034, PAGE 738; RIGHT-OF-WAY EASEMENT IN BOOK 1204, PAGE 1235 AND BOOK 1204, PAGE 1233; AND GRANT OF EASEMENT DESCRIBED IN BOOK 1249, PAGE 409.

TOGETHER WITH:

PARCEL 1 (AKA PARCEL 3-K)

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN N 89DEG 40'40" E, ALONG THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7, A DISTANCE OF 1274.23 FEET TO THE NE CORNER OF THE NW ¼ OF SAID SE ¼, THENCE RUN N 0DEG 11'25" W ALONG THE EAST LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 7, A DISTANCE OF 250.00 FEET, THENCE RUN S 89DEG 40'40" W 250.00 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S 89DEG 40'40" W 180.00 FEET, THENCE RUN N 0DEG 11'25" W, 245.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 495 FEET OF SAID SW ¼ OF THE NE ¼, THENCE RUN N 89DEG 40'40" E, 180.00 FEET, THENCE RUN S 0DEG 11'25" E, 245.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (AKA PARCEL 3-C)

FROM THE CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1274.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN SOUTH 60°58'35" WEST, 66.49 FEET, THENCE RUN SOUTH 89°37'44"

WEST, 411.36 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°37'44" WEST, 200.00 FEET, THENCE RUN SOUTH 0°22'16" EAST, 260.00 FEET, THENCE RUN NORTH 89°37'44" EAST, 150.00 FEET, THENCE RUN NORTH 0°22'16" WEST 150.00 FEET, THENCE RUN NORTH 89°37'44" EAST, 61.87 FEET, THENCE RUN SOUTH 42°41'05" EAST, 267.34 FEET, THENCE RUN NORTH 44°09'00" EAST, 89.46 FEET, THENCE RUN NORTH 45°48'40" WEST, 118.71 FEET, THENCE RUN NORTH 57°09'40" WEST, 207.50 FEET, THENCE RUN NORTH 04°02'05" EAST, 47.10 FEET TO THE POINT OF BEGINNING.

AND

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7 A DISTANCE OF 1274.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN SOUTH 60°58'35" WEST, 66.49 FEET, THENCE RUN SOUTH 89°37'44" WEST, 461.36 FEET, THENCE RUN SOUTH 0°22'16" EAST, 110 FEET FOR A POINT OF BEGINNING, THENCE RUN NORTH 89°37'44" EAST, 61.87 FEET, THENCE RUN SOUTH 42°41'05" EAST, 267.34 FEET, THENCE RUN SOUTH 49°38'35" WEST, 80.00 FEET, THENCE RUN SOUTH 61°36'34" WEST, 205.95 FEET, THENCE RUN NORTH 0°22'16" WEST, 150.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL G: FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST 1274.23 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN SOUTH 60°58'35" WEST 66.49 FEET, THENCE RUN SOUTH 89°37'44" WEST 611.36 FEET, THENCE RUN SOUTH 0°22'16" EAST 462.54 FEET TO THE POINT ON THE SOUTH LINE OF THE NORTH 7 ½ CHAINS (495 FEET) OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN NORTH 89°40'40" EAST, ALONG SAID SOUTH LINE OF THE NORTH 7 ½ CHAINS, 533.23 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE NORTH 89°40'40" EAST 133.96 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 7 ½ CHAINS, THENCE RUN NORTH 00°04'45" WEST, ALONG THE EAST LINE OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ 209.03 FEET, THENCE RUN SOUTH 89°40'40" WEST 198.57 FEET, THENCE RUN SOUTH 67°18'20" WEST 7.11 FEET, THENCE RUN SOUTH 44°09'19" WEST 87.22 FEET, THENCE RUN SOUTH 42°41'05" EAST 195.01 FEET TO THE POINT OF BEGINNING, ALSO – PARCEL E: FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, 1274.23 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 7, TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN SOUTH 60°58'35" WEST 66.49 FEET, THENCE RUN SOUTH 89°37'44" WEST 611.36 FEET, THENCE RUN SOUTH 0°22'16" EAST 260.00 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE SOUTH 0°22'16" EAST 202.54 FEET TO THE POINT ON THE SOUTH LINE OF THE NORTH 7 ½ CHAINS (495 FEET) OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN NORTH 89°40'40" EAST, ALONG SAID SOUTH LINE OF THE NORTH 7 ½ CHAINS, 150.00 FEET, THENCE RUN NORTH 0°22'16" WEST 202.67 FEET, THENCE RUN SOUTH 89°37'44" WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL F: FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST, 1274.23 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, THENCE RUN SOUTH 60°58'35" WEST, 66.48 FEET, THENCE RUN SOUTH 0°22'16" EAST, 462.54 FEET TO

A POINT ON THE SOUTH LINE OF THE NORTH 7 ½ CHAINS (495) OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, THENCE RUN NORTH 89°40'40" EAST, ALONG SAID SOUTH LINE OF THE NORTH 7 ½ CHAINS, 150 FEET TO A POINT OF BEGINNING, THENCE CONTINUE NORTH 89°40'40" EAST, 383.23 FEET, THENCE RUN NORTH 42°41'05" WEST, 195.01 FEET, THENCE RUN SOUTH 49°38'41" WEST, 80.61 FEET, THENCE RUN NORTH 40°21'25" WEST, 15.00 FEET, THENCE RUN NORTH 61°36'34" WEST, 205.95 FEET, THENCE RUN SOUTH 00°22'16" EAST, 202.67 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

RIGHT-OF-WAY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1029, PAGE 1830; OFFICIAL RECORDS BOOK 1029, PAGE 1833; OFFICIAL RECORDS BOOK 1034, PAGE 735; OFFICIAL RECORDS BOOK 1034, PAGE 738; AND, GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1249, PAGE 409, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

AND, TOGETHER WITH:

RIGHT OF WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1183, PAGE 1382, AS AFFECTED BY AMENDED RIGHT-OF-WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1217, PAGE 816, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (AS TO PARCEL 2 ONLY)

TOGETHER WITH:

PARCEL 1 (AKA PARCEL "3-P")

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN N. 89°40'40" E., ALONG THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7, A DISTANCE OF 1274.23 FEET TO THE NORTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7, THENCE RUN S. 00°04'45" E., ALONG THE EAST LINE OF SAID NW ¼ OF THE SE ¼, A DISTANCE OF 17.14 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S. 00°04'45" E., A DISTANCE OF 248.43 FEET, THENCE RUN S. 89°40'40" W., A DISTANCE OF 150.56 FEET, THENCE RUN N. 67°18'20" E., A DISTANCE OF 8.21 FEET, THENCE RUN N. 42°04'55" E., A DISTANCE OF 85.80 FEET, THENCE RUN N. 14°02'20" E., A DISTANCE OF 162.60 FEET, THENCE RUN N. 60°58'35" E., A DISTANCE OF 51.68 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (AKA PARCEL "3-Q")

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89°40'40" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1274.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 7, THENCE RUN SOUTH 60°58'35" WEST, 66.49 FEET FOR A POINT OF BEGINNING, THENCE RUN SOUTH 14°02'20" WEST, 165.37 FEET, THENCE RUN SOUTH 42°04'55" WEST, 78.70 FEET, THENCE RUN SOUTH 67°18'20" WEST, 67.58 FEET, THENCE RUN NORTH 45°48'40" WEST, 118.71 FEET, THENCE RUN NORTH 57°09'40" WEST, 207.50 FEET, THENCE RUN NORTH 04°02'05" EAST, 47.10 FEET, THENCE RUN NORTH 89°37'44" EAST, 411.36 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (AKA PARCEL "3-J")

FROM THE NORTHEAST CORNER OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7, THENCE RUN N.00°11'25" W., ALONG THE EAST LINE OF SW ¼ OF THE NE ¼ OF SAID SECTION 7, A DISTANCE OF 250 FEET, THENCE RUN S.89°40'40"W., PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 , A DISTANCE OF 15.00 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE S.89°40'40"W. A DISTANCE OF 655.50 FEET, THENCE RUN S.00°22'16"E. A DISTANCE OF 50.00 FEET, THENCE RUN N.89°40'40"E. 655.50 FEET, MORE OR LESS TO A POINT S.00°11'25"E. OF POINT OF BEGINNING, THENCE N.0°11'25"W. TO POINT OF BEGINNING.

PARCEL 4 (AKA PARCEL "3-E")

FROM THE CENTER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN N.89°40'40"E., 1274.23 FEET ALONG THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7, TO THE NORTHEAST CORNER OF THE NW ¼ OF SAID SE ¼ OF SECTION 7, AND THE POINT OF BEGINNING, THENCE RUN N.00°11'25"W. 250 FEET ALONG THE EAST LINE OF SW ¼ OF THE NE ¼ OF SAID SECTION 7, THENCE RUN S.89°40'40"W. 15.00 FEET, THENCE RUN S.00°11'25"E. 258.22 FEET, THENCE RUN S.60°58'35"W. 49.37 FEET, THENCE RUN S.14°02'20"W. 165.37 FEET, THENCE RUN S.42°04'55"W. 78.70 FEET, THENCE RUN S.67°18'20"W. 67.58 FEET, THENCE RUN S.44°09'00"W. 89.46 FEET, THENCE RUN S.49°38'35"W. 80.00 FEET, THENCE RUN S.40°21'25"E. 15.00 FEET, THENCE RUN N.49°38'41"E. 80.61 FEET, THENCE RUN N.44°09'19"E. 87.22 FEET, THENCE RUN N.67°18'20"E. 7.11 FEET, THENCE RUN N.89°40'40"E. 198.57 FEET TO A POINT ON THE EAST LINE OF THE NW ¼ OF THE SE ¼ OF SAID SECTION 7, THENCE RUN N.00°04'45"W. 20.00 FEET ALONG THE EAST LINE OF SAID NW ¼, THENCE RUN S.89°40'40"W. 150.06 FEET, THENCE RUN N.67°18'20"E. 8.21 FEET, THENCE RUN N.42°04'55"E. 85.80 FEET, THENCE RUN N.14°02'20"E. 162.60 FEET, THENCE RUN N.60°58'35"E. 51.68 FEET TO A POINT ON SAID EAST LINE OF THE NW ¼ OF THE SE ¼, THENCE RUN N.00°04'45"W. 17.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHT-OF-WAY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 1029, PAGE 1830; OFFICIAL RECORDS BOOK 1029, PAGE 1833; OFFICIAL RECORDS BOOK 1034, PAGE 735; OFFICIAL RECORDS BOOK 1034, PAGE 738; AND, GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1249, PAGE 409, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO, TOGETHER WITH RIGHT-OF-WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1183, PAGE 1382, AS AFFECTED BY AMENDED RIGHT-OF-WAY EASEMENT AND LAKE ACCESS RECORDED IN OFFICIAL RECORDS BOOK 1217, PAGE 816, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**GALAXY PARCEL LEGAL DESCRIPTION**

LOT 5, LAKE EMMA EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 14, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

AND

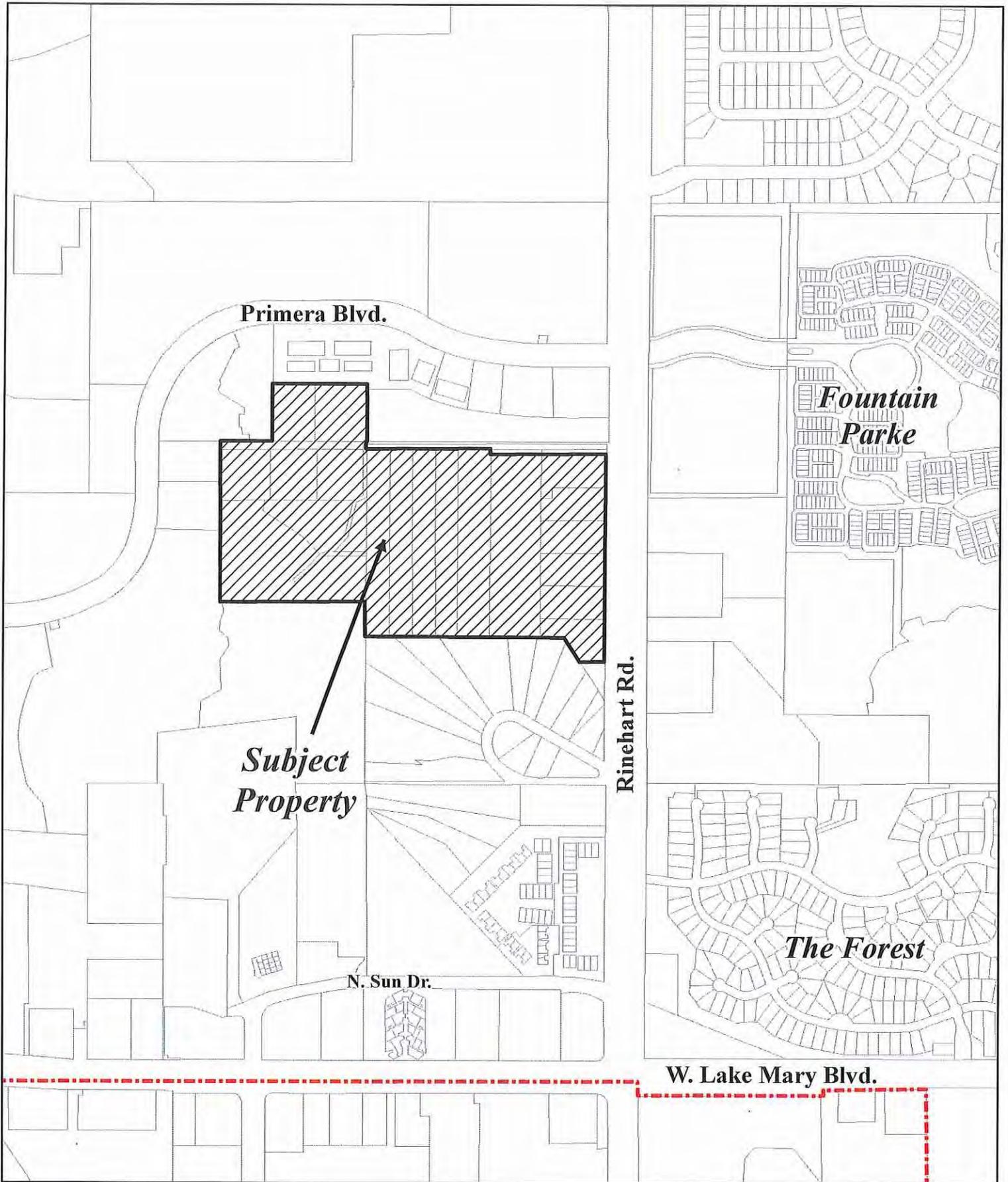
LOT 6, LAKE EMMA EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 14, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE SOUTH 172.29 FEET.



EXHIBIT "C"

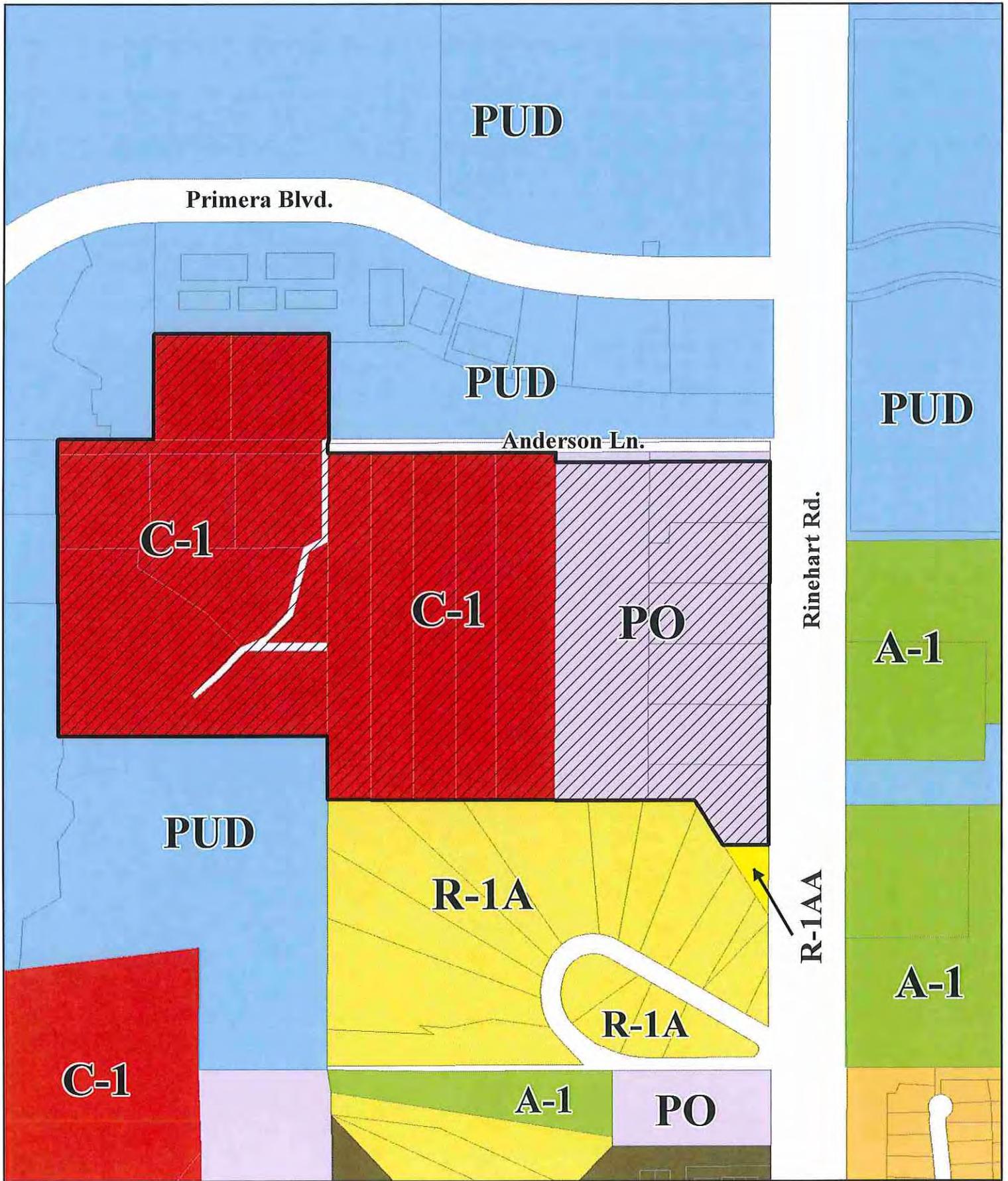
PARENT PARCEL  
CONCEPTUAL ENTRANCE SIGN





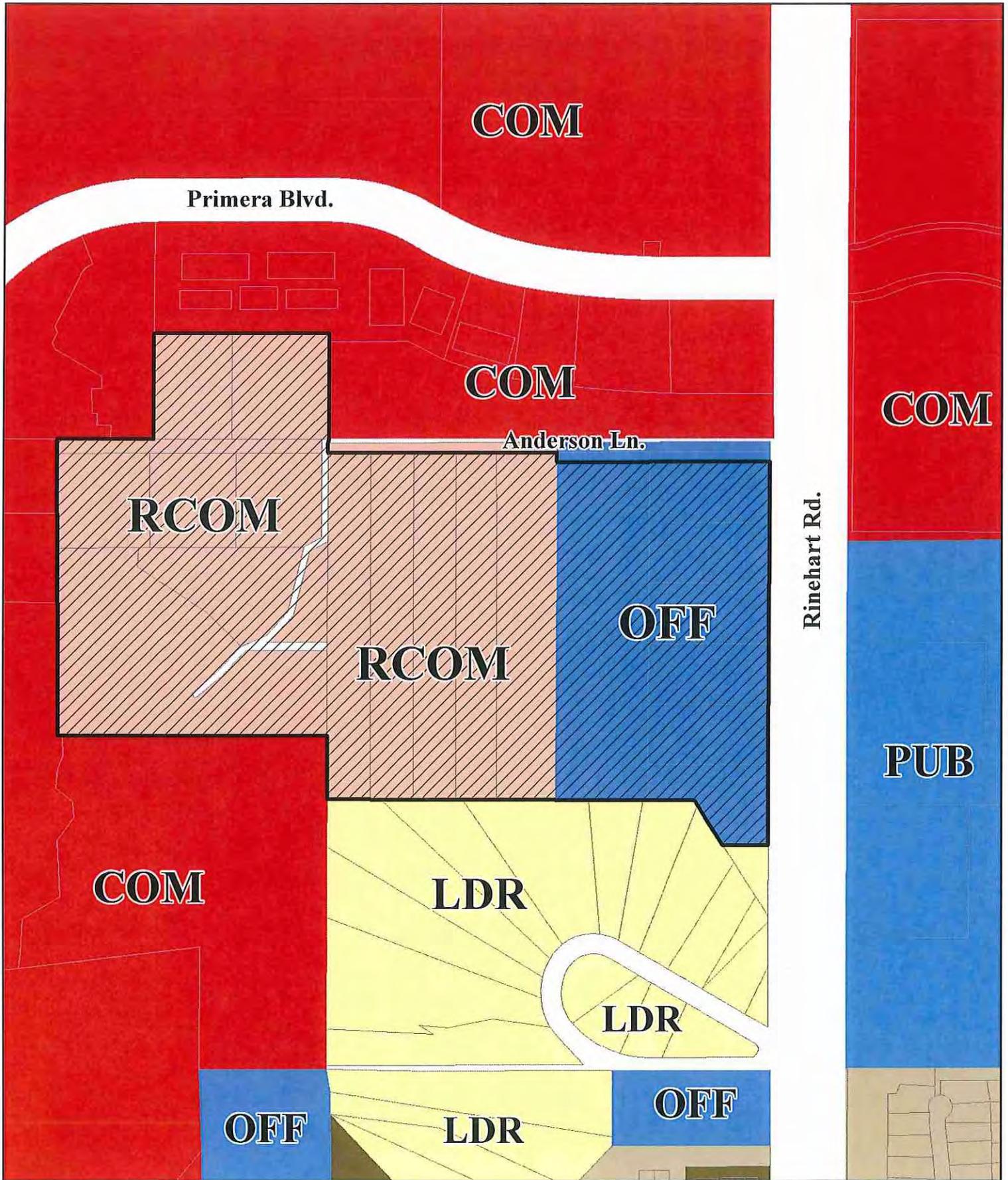
**Location Map**  
**Lake Emma Residential**





**Zoning Map**  
 Lake Emma Residential





## *Future Land Use Map*

Lake Emma Residential



Rinehart Rd.

Anderson Ln.

Smathers Ln.





1 Steven Williams, 6228 Dainty Bess Court, Land 'O Lakes, Florida, applicant, came  
2 forward. He said he appreciated the Board's consideration. This is an amazing piece of  
3 property and an amazing area. He grew up in Lake Mary. We are moving back into town  
4 and are looking forward to building a nice place to raise his family and go to the same  
5 schools that he went to as a kid. We are excited about moving back into the community.  
6

7 Mr. Williams said to address some of the concerns, he is a builder and the reason he  
8 wanted to buy this property is that he loves the woods and loved nature. He wanted to  
9 cut out as few trees as possible, put a nice house in, and leave it natural. It's a beautiful  
10 piece of property. One of his big concerns is preserving and protecting the wetlands  
11 behind it.  
12

13 Mr. Williams said there used to be an old greenhouse structure and he wanted to protect  
14 the buffer area, but there are tons of plastic and trash. He wants to go in there and clean  
15 all that up and restore it back to the way it wants to be. He said that was his goal. He  
16 didn't want to cut all the trees out. He wanted to preserve it. It is a beautiful piece of  
17 piece of property. He thanked the Board for their consideration.  
18

19 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
20 came forward and the public hearing was closed.  
21

22 Chairman Hawkins said he had no problem with this and thought it was a good thing.  
23

24 **Sam Aycoth moved to approve 2016-V-01, recommendation to the Mayor and City**  
25 **Commission regarding a variance from §160.07, Resource Protection**  
26 **Standards/City Code of Ordinances, for property located at 630 South Country Club**  
27 **Road with the seven findings of fact, seconded by Steven Gillis and motion carried**  
28 **unanimously 5 – 0.**  
29

30 Chairman Hawkins asked when this goes to the City Commission.  
31

32 Mr. Omana said December 15<sup>th</sup>.  
33

- 34 C. 2016-RZ-08 and 2016-PSP-10: Recommendation to the Mayor and City  
35 Commission regarding a rezoning request from C-1 (General Commercial)  
36 and PO (Professional Office) to PUD (Planned Unit Development), and for  
37 a Preliminary Subdivision Plan for a 78-lot single-family residential  
38 subdivision and office outparcel on +/- 35.8 acres of land located at the  
39 southwest corner of Rinehart Road and Anderson Lane. Applicant: CPH,  
40 Inc., Mr. Javier Omana. (Public Hearing – Quasi Judicial)  
41

42 Chairman Hawkins said there are two items here. One is for preliminary subdivision and  
43 one is rezoning. We will hear these together but have separate motions. This is quasi-  
44 judicial and there is a sign-up sheet in the back.  
45

1 Ms. Gould said because of the nature and history of this project, she asked the Board to  
2 announce any ex parte communications.

3  
4 None of the Board members had any ex parte communications.

5  
6 Mr. Noto showed the location map from the Seminole County Property Appraiser of the  
7 subject property on the overhead. It is 35.8 acres. He wanted to use this map because  
8 we had some GIS difficulties with certain parts of the project area, specifically along  
9 Anderson Lane. There are some different property owners in that area. Some of our  
10 maps show a straight line going east/west and others left one area out. He wanted to  
11 make it clear what the property boundaries were. It doesn't include any of the private  
12 property that is considered to be Anderson Lane. There is a City right-of-way on the  
13 northern half of Anderson Lane. Anderson Lane itself is very peculiar. Unusual things  
14 happened with subdivision over the last several decades so we have ended up with a  
15 right-of-way area that the City has half and the remaining half is owned by three different  
16 entities. We tried to work with the developer to clean it up as part of this proposal.  
17 Unfortunately we are working with three different entities and family members that are far  
18 and wide, or LLC's that may not be in the shape they were when they acquired the  
19 property. They are being left out but they will still have access to their private property  
20 through the 25-foot right-of-way that will be left to the City.

21  
22 Mr. Noto said this item was before the Board several months ago as a comp plan  
23 amendment and a preliminary PUD. Those requests went to the Mayor and City  
24 Commission November 3<sup>rd</sup> and they recommended approval of both. Right now the comp  
25 plan is at the State DEO review stage. We anticipate receiving their letters this month.  
26 Depending on how this Board receives the item and how the Commission receives it at  
27 the December meeting, we see full adoption occurring at the beginning of 2017.

28  
29 Mr. Noto said on Page 2 of the staff report is a lengthy history section with an interesting  
30 map with numbers all over the parcels to give an idea of what's happened with these  
31 parcels over the years. They all used to be residential and they changed to commercial  
32 and nothing happened. We had site plans in the late '90's and early 2000's for office  
33 buildings, wellness centers and things of that nature. Those projects never came to  
34 fruition and we have been left with the residences on the west side of the project area  
35 and the vacant properties remaining. The last time a development came before any of  
36 the boards that was not Pulte was in 2014. Mattamy Homes requested 81 townhomes  
37 and that comp plan amendment was denied.

38  
39 Mr. Noto said the request this evening is a final PUD plan and a preliminary subdivision.  
40 Both plan types are 30% engineering. What they have done is combine their PUD and  
41 PSP plans into one and we did one review. Since it is 30% engineering and a final PUD  
42 rezoning there is also a developer's agreement.

43  
44 Mr. Noto showed Sheet P-2 from the large set of plans on the overhead that shows the  
45 78-lot subdivision. At the southeast corner is what is known as the Galaxy parcel to be  
46 developed at a later date. You have a two phase development with Phase 1 being the

1 Pulte project with 78 lots and Phase 2 being the Galaxy parcel that will be developed at  
2 a later time. The yellow box in the Galaxy parcels is an area that is going to be owned  
3 by Pulte for access into both project areas. They will grant an easement to the Galaxy  
4 folks so they can access the property.  
5

6 Mr. Noto said also in the package on Sheet P-5 are a number of color renderings of the  
7 types of homes you can expect to see within this development. Pulte is wrapping up  
8 Crystal Reserve with 16 lots. In the developer's agreement they have called out a  
9 minimum home size of 1,300 square feet. None of these renderings go below 2,100  
10 square feet and none go above 5,000 square feet and that means no fire sprinklers. The  
11 potential base price for these homes start at \$400,000 to \$550,000. It's the type of  
12 housing that fits into the Lake Mary sub-market from a valuation perspective.  
13

14 Mr. Noto said on Page 3 we have outlined a couple of the details from the developer's  
15 agreement as far as setbacks. He brought attention to the front yard and how it has two  
16 different setback types. You have 20 feet to the living area and 25 feet to the garage. He  
17 showed a concept drawing. The house will have articulation which is not something you  
18 see in every subdivision throughout the region. The living area may be little closer to the  
19 street with your driveway and garage set back a little bit more. It depends on the  
20 elevation.  
21

22 Mr. Noto said access to the site is going to be from the existing traffic signal adjacent to  
23 Crystal Lake Elementary. There will be no access from Anderson Lane; however, we are  
24 working with the developer and the public safety folks to have that act as the emergency  
25 access point. The specific location of that roadway area is to be determined as part of  
26 final engineering. We are still working through some of the boundary areas of the right-  
27 of-way and the private property areas but we anticipate it to line up at the dark gray line  
28 at the north side of the project area.  
29

30 Mr. Noto said they did a full traffic study as outlined in the staff report. As part of that  
31 study and based on input from P&Z, at the preliminary PUD and comp plan amendment  
32 stage they added a southbound right-turn lane on Rinehart. They found that was needed  
33 as part of the traffic study. They are going to have a northbound left turn lane if you're  
34 coming from Lake Mary Boulevard. As a result there will be restriping and other  
35 improvements done at that intersection.  
36

37 Mr. Noto said the internal roadway will be privately maintained and dedicated to the HOA  
38 upon the time of platting. They will also have streetlights throughout the subdivision.  
39

40 Mr. Noto brought attention to some of the landscape plans provided and would start with  
41 the entry feature they propose. He showed the monument sign on the overhead. At that  
42 main access point adjacent to Crystal Lake Elementary they are looking to provide this  
43 type of monument sign with tall palm trees in the rear. They have gone with a landscape  
44 buffer along Rinehart Road and is the landscape buffer you would use if the site would  
45 be developed as C-1 or Professional Office. It is a more intense landscape buffer than  
46 what is required for a regular single-family home development. It is a 25-foot minimum

1 average width. They have a number of plantings they are required to provide. For every  
2 100 linear feet there are five canopy trees and seven understory trees. They have called  
3 out an area of existing vegetation that is to remain and is basically the north portion of the  
4 eastern buffer. They have added language in the developer's agreement that if any of  
5 those trees have to come out during construction whether it be from construction shock  
6 or if they find the trees are dead, they will be replaced with new plantings.

7  
8 Mr. Noto said we have outlined the fact that they do have to remove some historic trees,  
9 however, they are mitigating. They have 16 historic trees they have to remove and as a  
10 result they will be providing \$20,000 to our Parks and Open Space Fund as part of their  
11 mitigation.

12  
13 Mr. Noto said they will also have a precast wall running along the eastern property line  
14 and then have a mix of the existing brick wall that is adjacent to Primera. He noted in the  
15 staff report that the wall is adjacent to Lots 21 to 45. He pointed out Lots 42, 43, 44 and  
16 45 on the exhibit and there is no wall going in that direction. He said that was an  
17 overzealous typo on his part. The other lots that back up to Anderson Lane will have PVC  
18 fence in the rear yard. They have provided landscape details for each lot. On Sheet L-7  
19 they show two concept plans for how they plan to landscape the lots in the subdivision.  
20 In the developer's agreement they will have language related to minimum number of  
21 canopy and understory trees required per lot. That is part of our final inspection process.  
22 As we go about reviewing the subdivision we make sure each lot has the required amount  
23 of landscaping on them.

24  
25 Mr. Noto said from a stormwater perspective, he showed Sheet L-2. They are providing  
26 three stormwater ponds adjacent to the lake. These ponds are designed to handle the  
27 25-year, 24-hour event. They will maintain historic flow. What that means is it flowed into  
28 the lake already and having these ponds there will help the runoff that has been going  
29 into the lake and what runoff will occur as a result of this development.

30  
31 Mr. Noto said we have noted there are a number of lots that are impacted by the FEMA  
32 floodplain. They are going to be required to have compensating storage elsewhere on  
33 the project area. This is not uncommon; however, we keep a close eye when this occurs  
34 as part of the final engineering plan that will come before the Board in the future. They  
35 are required to point out where that compensating storage will go.

36  
37 Mr. Noto said regarding the Lake Emma mean high water setback, Lots 6 to 11 and 19 to  
38 20 have a closer setback than the regular code requirement which is 75 feet. What we  
39 asked them to do was call out the lots that specifically need relief as a result of their  
40 location on the project area and leave the rest at 75 feet. Lots 12 through 18 are not  
41 impacted by the setback requirement. That's because they are located far enough from  
42 the mean high water line not to need relief whether it be through a 20 or 50-foot setback.

43  
44 Mr. Noto said Seminole County School planning staff reviewed this as part of the  
45 concurrency review process. They have found that it would not negatively impact their  
46 concurrency requirements. We expect a final determination as part of the platting.

1  
2 Mr. Noto said we have also reviewed for utilities. They will have access to sanitary,  
3 reclaimed, and potable water. While all of the utilities for the 78 lots will be part of the  
4 HOA, none will be dedicated to the City. Maintenance and dedication of the Galaxy  
5 utilities will be determined at a later date. He wanted to make that clear since it was not  
6 clear in the staff report.  
7

8 Mr. Noto said we have a number of pages of findings. Since we have a PUD rezone and  
9 a PSP there are a number of findings of fact that we had to go through. Those are outlined  
10 in Pages 6, 7 and 8 of the staff report. We have found all of those findings were met as  
11 we have outlined.  
12

13 Mr. Noto said we have two recommendations. On Page 9 we have a recommendation for  
14 the PUD rezoning. We have found that the request for rezoning from C-1 General  
15 Commercial and PO Professional Office to Planned Unit Development for parcels totaling  
16 +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road have  
17 met the relevant findings of fact, is consistent with the City's Land Development Code,  
18 and the City of Lake Mary Comprehensive Plan. We are recommending approval with  
19 two conditions: (1) The Mayor and City Commission shall consider/review the adoption  
20 of the future land use submittal to LMDR prior to approval of the rezoning and PUD. (2)  
21 Historic tree mitigation will be provided at \$1,250 per historic tree to be removed, or  
22 \$20,000. This mitigation is to be collected at the time of the site construction issuance.  
23

24 Mr. Noto said regarding Condition No. 1, the comp plan amendment is still in review at  
25 the state level; however, we will take forward a PUD request but will not take it for adoption  
26 until the state and the other relevant agencies have made their review final.  
27

28 Mr. Noto said the second recommendation is for the preliminary subdivision plan. Staff  
29 has found that the request for a 78-lot preliminary plan for parcels totaling 35.8 acres  
30 located at the southwest corner of Anderson Lane and Rinehart Road has met the  
31 relevant findings of fact and is consistent with the City's Land Development Code and  
32 City of Lake Mary Comp Plan. We are recommending approval with two conditions: (1)  
33 The Mayor and Commission shall consider/review the LMDR future land use and the PUD  
34 rezone before they can review the PSP. (2) The minimum 12-1/2 foot wide emergency  
35 access roadway will be provided within Anderson Lane, the location to be determined as  
36 part of the final engineering plans. He noted the applicant and his development team  
37 were present.  
38

39 Chairman Hawkins asked Mr. Noto to go back over the blue line as it relates to Lots 17  
40 through 20.  
41

42 Mr. Noto said they show conceptually the building pad area. Lot 17 may not have any  
43 impact to the FEMA flood area; however, 18, 19 and potentially 20 may end up in a  
44 situation where they need to put impervious area into the floodplain. That's not  
45 uncommon. When you do that you have to replace your construction area on a one to

1 one, cup per cup somewhere else on the project. The location is to be determined but is  
2 something they will have to show us as part of the final engineering plan.

3  
4 Chairman Hawkins said the green and red are the 25-foot and 75-foot setbacks.

5  
6 Mr. Noto answered affirmatively. The green is the approved surface water limit per St.  
7 Johns. The red is the 75-foot mean high water line. They added in a surface water buffer  
8 which is the black line to the left of the dotted red, and they show the 20-foot setback from  
9 the mean high water.

10  
11 Chairman Hawkins said Mr. Noto put up a picture of a typical lot. He asked Mr. Noto to  
12 tell him about pools. He asked if there was room for people to build pools after the fact.  
13 He asked if it was just a 10-foot setback on either side so that would be 20 feet total.

14  
15 Mr. Noto said in the land development code the standard setback for a pool is 10 to the  
16 deck and the standard side setback 8-12 for a combined 20. The side yard setbacks in  
17 this project are 5 feet so they would have 5 feet on either side. They have put on Page 3  
18 of the developer's agreement their rear setback for a pool is 5 feet. They will be able to  
19 go 5 feet closer than the standard setback. It may be a little different for the lots adjacent  
20 to the lake which would be 8 through 20. Elsewhere on the subdivision we don't foresee  
21 any issues. They will be smaller pools than usual but they have provided for specific  
22 setbacks.

23  
24 Chairman Hawkins said the pools would have to be built when the house is built probably.

25  
26 Mr. Noto said probably. They will have the ability to do it years down the road.

27  
28 Chairman Hawkins asked about docks.

29  
30 Mr. Noto said there would be no docks.

31  
32 Chairman Hawkins asked if that was spelled out.

33  
34 Mr. Noto answered affirmatively.

35  
36 Chairman Hawkins said somewhere on the plans there is a rectangular enclave.

37  
38 Mr. Noto pointed out the area on the exhibit. That was part of our mapping challenges we  
39 were having. There was a time when a couple of those owners were going to be part of  
40 this project and it fell by the wayside. We will be sure that is cleaned up as part of the  
41 final engineering.

42  
43 Chairman Hawkins said there isn't an enclave.

44  
45 Mr. Noto said that is correct.

46

1 Vice Chairman Taylor said the emergency road that would down Anderson into the  
2 subdivision she assumed that would be some sort of temporary gate.  
3  
4 Mr. Noto said that was correct.  
5  
6 Vice Chairman Taylor asked if there was room for fire to maneuver in there and be able  
7 to come back out.  
8  
9 Mr. Noto said all these plans are reviewed by the Fire Marshal. If there is one access  
10 point in the subdivision they specifically ask for a secondary one. They make it part of  
11 the review to ensure that wherever that access point is they can get in and out without  
12 any issues. Since we have to solidify the final location of the emergency access, he  
13 imagined they would be looking at it even closer with the final engineering plans, but this  
14 conceptual location they approved.  
15  
16 Vice Chairman Taylor said it was said 5 feet on either side so there would be 10 feet  
17 between the houses.  
18  
19 Mr. Noto said that was correct.  
20  
21 Vice Chairman Taylor asked if there was a code that relates to that in Lake Mary. That  
22 is pretty small compared to the rest of Lake Mary.  
23  
24 Mr. Noto said if there is anything it would be in the building code. Construction types  
25 whether it be walls or windows or insulation or other finishes that are required they will  
26 have to follow whatever building code requirements are out there.  
27  
28 Vice Chairman Taylor said so the City doesn't have any minimum requirements. That  
29 would fall within the building code.  
30  
31 Mr. Noto said that was correct.  
32  
33 Vice Chairman Taylor said the blue line doesn't require a variance. It simply requires a  
34 cup for cup water relocation to another point.  
35  
36 Mr. Noto answered affirmatively. It is separate from the variance that Krystal (Clem)  
37 presented in that it is not Soldiers Creek and not Crystal Lake. Those are the two water  
38 bodies impacted by Chapter 160. This is the FEMA floodplain area so there are  
39 provisions out there to do the compensating storage.  
40  
41 Member York said with regard to the public schools, he is on a citizens' advisory board  
42 for alternative impact fees and the issue of overcapacity came up at Milwee Middle School  
43 which a lot of these kids would be zoned to go there. He didn't know if that was something  
44 Mr. Noto wanted to bring up to make sure they are addressing that point.  
45

1 Member York said with regard to the first finding of fact, there is a reference made that  
2 the City is looking to maximize the remaining land available for development because of  
3 the job/housing ratio. He asked if the city staff considered what those jobs are paying  
4 and connect them to what kind of housing we are making available to make sure you can  
5 have the people working there be able to live in the new housing.  
6

7 Mr. Noto said not at this time. Next year we are going to do a massive update to our  
8 comprehensive plan and we are going to add an economic development element to that.  
9 He anticipated a lot of that data is going to be brought into the comp plan and will be  
10 another way for us to review things of that nature.  
11

12 Member York said this is not a critique of this applicant. He thought this was all great. It  
13 was just a thought in reading that language of adding an affordability element to it.  
14

15 John Omana said we are not going to get into the actual supply and demand analysis.  
16 That is not our job as planners. Dealing with land use issues, we don't want to get into  
17 the position of you come in for a rezoning, we need to see what your income is and  
18 determine whether this project is viable or not from an economic standpoint. We don't  
19 want to go that route and it is not our job to do that. That will be handled by the market  
20 and the supply and demand that is out there. It is an interesting observation but we don't  
21 want to go that route.  
22

23 Mr. Noto said it can get tricky when you start bringing finances into projects.  
24

25 Javier Omana, CPH, Inc., 1117 East Robinson Street, Orlando, Florida, came forward.  
26 He thanked Mr. Noto for his presentation. It was very thorough and covered all the  
27 aspects of this project. With us tonight are the members of the development team from  
28 Pulte and the design team from CPH. We concur with staff's recommendation on both  
29 items. He thanked staff for the fortitude they have shown as we have gone through this  
30 process with multiple approvals moving simultaneously. We look forward to the Board's  
31 affirmative recommendation and looking forward to the City Council by January 2017 and  
32 hopefully commence construction soon after that.  
33

34 Chairman Hawkins thanked Javier Omana for his perseverance too.  
35

36 Chairman Hawkins asked if anyone wanted to speak for or against the rezoning and/or  
37 PSP. No one came forward and the public hearing was closed.  
38

39 Member Aycoth renewed his concern that he didn't feel this development brings the  
40 continuity on Rinehart that the City has used in development of other properties.  
41

42 **Justin York moved to approve 2016-RZ-08, recommendation to the Mayor and City**  
43 **Commission regarding a rezoning request from C-1 General Commercial and PO**  
44 **Professional Office to Planned Unit Development with the four findings of fact from**  
45 **staff and two conditions, seconded by Steven Gillis and motion carried 4 – 1 (Sam**  
46 **Aycoth voted no).**

1  
2 **CONDITIONS:**  
3

- 4 1. The Mayor and City Commission shall consider/review the adoption of the  
5 future land use submittal to LMDR prior to approval of the rezoning and PUD.  
6 2. Historic tree mitigation will be provided at \$1,250 per historic tree to be removed,  
7 or \$20,000. This mitigation is to be collected at the time of the site construction  
8 issuance.  
9

10 Justin York moved to approve 2016-PSP-10, recommendation to the Mayor and City  
11 Commission for a preliminary subdivision plan for Lake Emma Sound, a 78-lot  
12 single family residential subdivision and office outparcel on a +/- 35.8 acres of land  
13 located at the southwest corner of Rinehart Road and Anderson Lane with the four  
14 findings of fact and two conditions, seconded by Steven Gillis and motion carried  
15 4 – 1 (Sam Aycoth voted no).  
16

17 **CONDITIONS:**  
18

- 19 1. The Mayor and Commission shall consider/review the LMDR future land use and  
20 the PUD rezone before they can review the PSP.  
21 2. The minimum 12-1/2 foot wide emergency access roadway will be provided  
22 within Anderson Lane, the location of which to be determined as part of the final  
23 engineering plans.  
24

25 Chairman Hawkins asked when this would go before the City Commission.  
26

27 John Omana said December 15th. It will come back to P&Z for final engineering.  
28

29 D. 2016-ZTA-01: Recommendation to the Mayor and City Commission  
30 regarding an ordinance of the City of Lake Mary, Florida, establishing a  
31 temporary moratorium within the jurisdictional limits of the City of Lake  
32 Mary, prohibiting any and all medical cannabis activities during the  
33 moratorium period. Applicant: City of Lake Mary (Public Hearing –  
34 Legislative)  
35

36 Mr. Omana said on November 8<sup>th</sup> the Florida voters passed the Florida Right to Medical  
37 Marijuana Initiative. What that did was amend the Florida Constitution to authorize the  
38 development of medical marijuana treatment centers as defined within the proposal.  
39

40 Mr. Omana said what we are doing is proposing to the Mayor and City Commission an  
41 ordinance that will put a halt moratorium for a period of 270 days on all activities  
42 associated with the Florida Medical Marijuana Initiative. These are the facilities and  
43 dispensaries that would provide the cannabis related products to folks with medical  
44 conditions that meet the criteria. The reason we want to do this before year end is that in  
45 consulting with the City Attorney and City Manager, the effect of the November 8<sup>th</sup> action  
46 will become official in January. We wanted to get this moratorium on the books.



## MEMORANDUM

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Preliminary Subdivision Plan for Lake Emma Sound, a 78-lot single family residential subdivision and office outparcel; southwest corner of Rinehart Road and Anderson Lane; CPH, Inc., Mr. Javier E. Omana, applicant (Public Hearing) (Quasi-Judicial) (Steve Noto, City Planner) (THIS ITEM WILL BE HEARD BUT NO ACTION IS TO BE TAKEN UNTIL SECOND READING OF THE FINAL PUD)

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**APPLICANT:** CPH, Inc., Mr. Javier E. Omana.

**REFERENCES:** City Comprehensive Plan, Code of Ordinances, Development Review Committee.

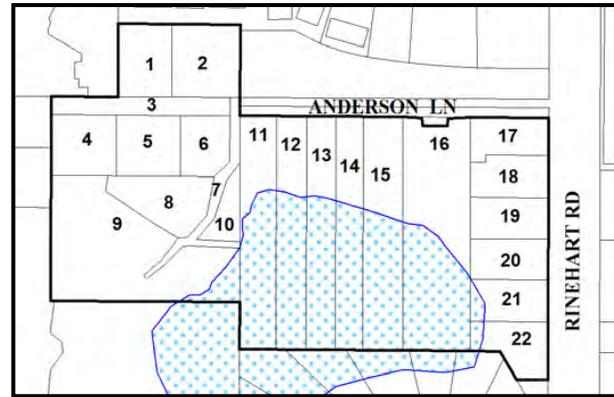
**REQUEST:** The applicant is requesting a rezoning of C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD), as well as a 78-lot Preliminary Subdivision Plan, for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road. The PUD development plan is for a 78-lot single-family residential subdivision and office outparcel.

Based on the November 3, 2016 approval of the Mayor and City Commission, a Comprehensive Plan Amendment has been transmitted to the State Department of Economic Opportunity (DEO) for a Future Land Use Amendment of RCOM (Restricted Commercial) and OFF (Office) to LMDR (Low/Medium Density Residential) for the residential parcels within the development. The Developer of the project is Pulte Homes. The project name is Lake Emma Sound.

## DISCUSSION:

**Location and History:** The map to the right has been provided for informational purposes to help describe the history of the subject properties.

The subject properties are located at the southwest corner of Anderson Lane and Rinehart Road. The overall project size is +/- 35.8 acres. A number of the parcels that make up the project area are vacant. There are six single-family homes on the westernmost parcels, which are owned by different members of the Smathers family.



In 1998, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Restricted Commercial (RCOM) for lots 11-15. Subsequently, in 1999, a rezoning of A-1, Agriculture, to C-1, General Commercial was approved by the City Commission for the same lots. A Developer's Agreement was approved with the rezoning which included additional use restrictions and bulk requirements. In 2000, the City Commission approved a site plan for a 72,600 sq. ft., 2-story, office building. The project was never constructed and the Developer's Agreement expired.

In 1998, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Office (OFF) for lots 16-20. Subsequently, in 1999, a rezoning of R-3, Multi-Family, to PO, Professional Office, was approved by the City Commission for the same lots. A Developer's Agreement was approved with the rezoning which included additional use restrictions and bulk requirements. Also in 1999, a site plan with variances and conditional use were approved for a 99,000 sq. ft., four-story, office building. The conditional use was due to the proposed height of the building, 5-stories/66 ft. tall. The project was never constructed and the Developer's Agreement expired.

In 2001, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Restricted Commercial (RCOM) and a rezoning of A-1, Agriculture, to C-1, General Commercial, for lots 1-10. In addition, the City Commission approved a Conditional Use for a 150,000 sq. ft., 4-story/65' tall, Wellness Center, on lots 1-6. The Wellness Center was never built.

In 2006, the City Commission approved a Future Land Use amendment of Conservation (CON) and Low Density Residential (LDR) to Office (OFF), and a rezoning of R-1AA, Residential, to PO, Professional Office, for lot 21. Also in 2006, the City Commission approved a Future Land Use amendment of Low Density Residential (LDR) to Office (OFF), and a rezoning of R-1AA, Residential, to PO, Professional Office, for lot 22. No development occurred as a result of those amendments.

In 2014, Mattamy Homes proposed a Comprehensive Plan amendment on +/-19.79 acres (lots 11-20) in order to construct 81 attached single-family homes. The City Commission denied the transmittal of that Comprehensive Plan amendment.

### Zoning

NW PUD	N PUD	NE PUD
W PUD	SITE C-1/PO	E A-1/PUD
SW PUD/ R-1A	S PUD/ R-1A/ R-1AA	SE A-1/ R-1A/ R-1AA

### Future Land Use

NW COM	N COM	NE COM
W COM	SITE OFF/ RCOM (LMDR Pending)	E COM/ PUBLIC
SW COM/ LDR	S COM/LDR	SE LDR/ PUBLIC

**FINAL PUD PLAN AND PRELIMINARY SUBDIVISION PLAN:** The applicant chose to combine the Final PUD and Preliminary Subdivision Plan into one document. Chapter 154.61 (F) outlines that a Final PUD Plan shall have 30% engineering details, as well as a Developer's Agreement. The purpose of the Preliminary Subdivision Plan is to provide complete and accurate representation of technical data and preliminary engineering drawings in a manner as to allow complete review and evaluation of the proposed development and its impact upon both the site and surrounding areas. The submittal requirements for a Preliminary Subdivision Plan are outlined in Chapter 155.21. It is generally a 30% engineered plan, which is the same requirement of the Final PUD Plan. As a result of this, the proposed plan provides 30% engineering detail.

As previously mentioned, the +/- 35.8 acre parcels are proposed to be subdivided into 78 single-family residential lots. The proposed minimum lot sizes are 50'x110' (5,500 sq. ft.) and 60'x105' (6,300 sq. ft.). Those lot sizes are similar to some of the lots in Manderley and Woodbridge Lakes. Generally, the largest lots abut Lake Emma. A separate developer will build on the Galaxy Parcel, which is +/- 2 acres of the overall +/- 35.8 acre development, at a later date.

The applicant has proposed the following setbacks for the single-family development:

Front Yard: 20' to living area, 25' to garage
Side Yard (Interior Lots): 5'
Rear Yard: 20', 15' for Lots 9-11
Street Side: 15'
Lake Emma MHWL Setback: <ul style="list-style-type: none"> <li>• Lots 6-11, 20'</li> <li>• Lots 19-20, 50'</li> <li>• All other lots, 75'</li> </ul>

The setbacks proposed for the Galaxy Parcel are similar to those allowed by code, less the 20' MHWL setback that is proposed.

**Access and Transportation** – Access to the project will be from the existing traffic signal on Rinehart Road through the Galaxy Parcel. Pulte Homes will own the access roadway and grant an access easement to the Galaxy owners. Sidewalks will be provided throughout the project, connecting to existing facilities on Rinehart Road. An emergency access roadway will be provided within Anderson Lane, the exact location of which will be determined as part of the Final Engineering Plans.

The applicant was required to do a full traffic study. The study found that the project would create an additional 955 new daily trips, 81 of which would occur during the am peak hour, and 100 of which would occur during the pm peak hour. As a result of the traffic impacts of the project, the applicant has proposed the following infrastructure improvements, which will be required to be constructed prior to the issuance of the first Certificate of Occupancy:

- Construction of a 235-foot northbound left turn lane;
- Construction of a 210-foot southbound right turn lane (this was discussed at a previous Planning & Zoning Board meeting);
- Restriping of existing turn-lanes and thru-lanes at the traffic signal on Rinehart Rd. adjacent to Crystal Lake Elementary;
- Modification of the existing traffic signal due to adjusted traffic movements.

The traffic study was reviewed by the City's traffic consultant, Kittleson and Associates. The proposed improvements were found to be adequate based on the impacts of the development. In addition, the means and methods of the study were found to be appropriate. The overall Levels of Service (LOS) were also reviewed and it was found that acceptable levels are going to be maintained.

The internal roadway will be privately maintained and dedicated to the HOA upon time of platting. Street lighting will also be provided throughout the community.

**Home Construction** – Conceptual renderings of the homes can be seen on Sheet P-5. While the minimum square footage outlined in the Developer's Agreement is 1,300 sq. ft., none of the homes shown are smaller than 2,100 sq. ft. The Developer's Agreement also states that architectural features such as corbels, shutters, wood, brick, stone, iron, and/or arches may be included on the homes. Roofing materials may include tile or shingles. Based on information gathered from the applicant, the homes will have a base price between \$400,000 and \$550,000. This is similar to, but slightly higher than, Crystal Reserve, a project recently constructed by Pulte Homes.

**Landscaping** – All of the single-family lots will be required to have two canopy trees planted. One canopy tree will be provided in the front yard, and one will be planted in the rear yard. In addition, an understory tree will also be planted in the rear yard. Associated foundation landscaping will also be provided along the perimeter of the homes. Lot-1 on Sheet L-5 shows a typical lot landscaping package provided by the developer. Sheet L-7 also shows typical lot landscaping.

The applicant is proposing a type (b) buffer adjacent to Rinehart Rd. The proposed landscape buffer will comply with the following requirements outlined in the Developer's Agreement:

- 25' minimum average width;
- Preservation of existing trees (see Sheet L-5 for list of preserved trees);
- Five (5) canopy trees will be provided for every 100 linear feet of frontage;
- Seven (7) understory trees will be provided for every 100 linear feet of frontage;
- In addition, if any of the existing trees do not survive the construction of the development, replacement trees will be required;
- A 6' tall prefabricated concrete wall will be provided;
- South of the existing vegetation, a hedge row will be planted adjacent to the prefabricated wall;

A 6' tall tan vinyl fence will be installed adjacent to lots 45-66. There is an existing brick wall adjacent to lots 21-41 that will be undisturbed. The Galaxy Parcel will follow the same landscape buffer requirements, including a type (c) buffer along the southern property line (outside of the surface water limits), which has the following requirements:

- 35' minimum average width;
- Preservation of existing trees;
- Seven (7) canopy trees will be provided for every 100 linear feet of frontage;
- Nine (9) understory trees will be provided for every 100 linear feet of frontage;
- A 6' tall prefabricated concrete wall will be provided;

A conceptual rendering of the wall and entry landscaping has been provided as Exhibit "C" to the Developer's Agreement; it is also shown on Sheet L-8. The applicant has proposed to remove 16 historic trees throughout the project. As a result, mitigation will be provided at \$1,250 per historic tree to be removed (\$20,000). This mitigation is to be collected at the time of site construction permit issuance.

**Seminole County Public Schools –** A School Impact Analysis was completed by County School Board staff. That analysis showed available capacity for the project without exceeding adopted levels of service. At the time of submittal for Final Subdivision, a School Capacity Availability Letter of Determination (SCALD) will be obtained.

**Stormwater –** The applicant is proposing four stormwater ponds throughout the project, all of which are generally located adjacent to Lake Emma. All ponds are designed as dry retention ponds for attenuation of the 25-year/24-hour storm event, prior to discharging into Lake Emma. This is consistent with the historical flow.

**Utilities –** Sanitary sewer, potable and reclaimed water are all available for the development. A lift station will be provided at the entrance to the residential portion of the development, with the force main connection being made on the east side of Rinehart Road. Potable and reclaimed water connections will be made at the south side

of Primera Blvd. All utilities within the housing development are to be owned and maintained by the HOA, and will be memorialized as part of the plat. The ownership and maintenance of utilities on the Galaxy parcel will be determined at a later date.

**PUD FINDINGS:** Section 154.61 (D) (2) (d) of the City's Code of Ordinances states that the City Commission shall make the following findings:

**ITEM No. 1:**

*That there is substantial compliance with the purpose of the Planned Unit Development District and the preliminary development plan.*

**FINDINGS OF FACT No. 1:**

The request is in compliance in that the purpose of the district is to provide for planned residential communities containing a variety of residential structures and a diversity of building arrangements, with complementary and compatible commercial or industrial uses or both, developed in accordance with an approved final development plan.

**ITEM No. 2:**

*That the phase of development in question can exist as an independent unit capable of creating an environment of substantial desirability and stability.*

**FINDINGS OF FACT No. 2:**

The residential portion of the PUD is going to be developed as Phase I, with the Galaxy Parcel being developed at a later date. Phase I will have all of the infrastructure needed to exist as an independent unit capable of creating an environment of substantial desirability and stability.

**ITEM No. 3:**

*That existing or proposed utility services and transportation systems are adequate for the population densities proposed.*

**FINDINGS OF FACT No. 3:**

There are existing utility services in place to serve the development. Transportation infrastructure improvements are going to be made, as outlined previously, due to the impacts of the development. Those improvements, in conjunction with existing infrastructure, are adequate for the population densities proposed.

**ITEM No. 4:**

*That the preliminary engineering plans as required by the City Engineer have been approved.*

**FINDINGS OF FACT No. 4:**

The development program has been reviewed by the Development Review Committee (DRC), which includes the City Engineer. The item would not be before you if the entire DRC did not find the plan in compliance.

**REZONING:** All rezoning requests shall be reviewed in light of the provisions of Section 154.27(A) (2) of the City's Code of Ordinances.

**Determination of Items and Findings of Fact:** The four (4) items listed below are to be used to support the written recommendations:

**ITEM No. 1:**

*The need and justification for the change;*

**FINDINGS OF FACT No. 1:**

The applicant provided a justification/need statement for the proposed Low/Medium Density Residential (LMDR) land use category which was reviewed previously. It was found via the approval by the Mayor and City Commission to transmit the proposed LMDR future land use to the state for review, that the request was consistent and compatible with the City's Comprehensive Plan and the surrounding land uses.

In addition, the City has made a concerted effort in maximizing the remaining land available in the City in the form of high quality development. The City has also found the need for more high quality residential development to occur as a result of the sharp increase seen in Class-A Office (i.e. Verizon, Deloitte, etc.) and other types of development that has impacted the City's jobs to housing ratio.

**ITEM No. 2:**

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

**FINDINGS OF FACT No. 2:**

A rezoning of C-1 and PO to a residential PUD is a form of down-zoning. As a result, the overall impacts of the development are less than what would have been had the lands been developed with the C-1 and PO zoning district requirements. The impacts of the development are being mitigated as required, such as the transportation improvements and the historic tree mitigation plan. While all development has impacts on land and surrounding properties, staff has found that the proposal meets the relevant codes and that the mitigation plans are sufficient.

**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:**

In the general area, there are a small number of parcels with PUD zoning that are vacant:

- Two parcels in Primera are vacant;
- Two of the western most parcels in the Fountain Parke PUD are vacant, as well as a number of the subdivided parcels in the residential portion of the PUD;

Approximately 32% of the parcels in the City are zoned PUD.

**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 this chapter [Chapter 154 – Zoning Code] and the comprehensive plan.*

**FINDINGS OF FACT No. 4:**

The proposed PUD is in compliance with the proposed LMDR future land use category. The proposed PUD does further the purpose of Chapter 154 as well as the Comprehensive Plan by complying with the relevant sections of Chapter 154 of the City's Code of Ordinances and the Future Land Use Element of the City's Comprehensive Plan.

**STAFF RECOMMENDATION FOR PUD REZONING, 2016-RZ-08:** Staff finds that the request for a rezoning of C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD) for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road has met the relevant findings of fact as outlined above, is consistent with the City's Land Development Code as outlined above, and the City of Lake Mary Comprehensive Plan as outlined above, and recommends approval with the following conditions:

1. The Mayor and City Commission shall consider/review the adoption of the Future Land Use amendment to LMDR prior to approval of the rezoning to PUD.
2. Historic tree removal mitigation will be provided at \$1,250 per historic tree to be removed (\$20,000). This mitigation is to be collected at the time of site construction permit issuance.

**STAFF RECOMMENDATION FOR PSP, 2016-PSP-10:** Staff finds that the request for a 78-lot Preliminary Subdivision Plan, for parcels totaling +/- 35.8 acres located at the southwest corner of Anderson Lane and Rinehart Road has met the relevant findings of fact as outlined above, is consistent with the City's Land Development Code as outlined above, and the City of Lake Mary Comprehensive Plan as outlined above, and recommends approval with the following conditions:

1. The Mayor and City Commission shall consider/review the following prior to approving the Preliminary Subdivision Plan:
  - a. The LMDR Future Land Use Category
  - b. The PUD rezoning
2. A minimum 12.5' wide emergency access roadway will be provided within Anderson Lane, the exact location of which will be determined as part of the Final Engineering Plans.

**PLANNING AND ZONING BOARD:** At their December 29, 2016 meeting, the Planning and Zoning Board voted 4-1 to recommend approval of both the proposed rezoning from C-1, General Commercial, and PO, Professional Office, to Planned Unit Development (PUD), and the Preliminary Subdivision Plan for Lake Emma Sound, a 78-lot single-family residential subdivision and office outparcel, on +/- 35.8 acres of land located at the southwest corner of Rinehart Rd. and Anderson Ln., each with staff's conditions as outlined above.

**ATTACHMENTS:**

- See Item 9C



## **MEMORANDUM**

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 989 - Authorize and Direct the Execution and Delivery of an Instrument of Adoption and Indenture of Trust to Florida Fixed Income Trust (Florida FIT)

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**Background:** As we continue to face economic challenges and financial markets continue to struggle, it becomes more and more difficult to identify investment instruments that can earn favorable returns while abiding by terms and conditions of the City's investment policy. We continually seek opportunities to diversify the City's portfolio and optimize returns on investment within the constraints of safety and liquidity.

The Florida Fixed Income Trust (Florida FIT) is a government investment pool designed to complement existing investment programs. Specifically, we would like to invest into the Commercial Paper Pool (CP Pool). The CP Pool is a constant dollar Net Asset Value (NAV) and is designed for liquidity strategies. The fund's investment objective is to provide minimal volatility of NAV and positive holding period returns for 30 days or greater. The investment advisor is Wertz York Capital Management Group whose objective is to maintain a portfolio of high-quality, short-duration, fixed income instruments. The third party custodian for the fund is TD Bank.

The Florida FIT CP Pool consists of 90% commercial paper investments and a maximum of 10% of other investments deemed suitable for the fund such as money market funds, CD's, and U.S. government agency and treasury securities with maturities of two years or less. The investments for the fund will be limited to

investment-grade commercial paper securities that, at the time of purchase, will mature in 270 days or less. The fund is rated AAF by Standard and Poor's and is expected to reach AAf by the end of the month or early next year. As of December 7, 2016, the 1-day SEC Yield was .84% and the 7-day SEC Yield was .73% (net of fees).

Current benchmarks include the Federal Reserve's current rate at .50%, the Florida PRIME (SBA) at .85% and the 2 year U.S. Treasury Note at .83%. The City's current portfolio includes a money market rate of .25%, a Certificate of Deposit at 1.10%, agency bonds with an average yield of 1.16%, and overnight cash paying banking fees. The Florida FIT is an authorized investment instrument in accordance with the City's investment policy and its addition to our current portfolio will certainly complement existing strategies.

**Recommendation:** The City Commission approve Resolution No. 989 authorizing the City to join the Florida Fixed Income Trust (Florida FIT).

Attachment: February 2013 Investment Trust Portfolio Report

## RESOLUTION NO. 989

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,  
AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY  
OF AN INSTRUMENT OF ADOPTION AND INDENTURE OF TRUST  
TO FLORIDA FIXED INCOME TRUST (FLORIDA FIT); PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida, (the "Participant") desires to pool its surplus public funds with other local government entities by becoming a Participant, and purchasing shares of beneficial interest, in the Florida Fixed Income Trust ("Florida FIT" or the "Trust"), a common law trust under the laws of the State of Florida, and therefore passes the following resolution; and

WHEREAS, Art. VIII, Sec. 2, Fla. Const., in part provides municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Sec. 166.021, Fla. Stat., in part provides municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and further defines a municipal purpose to mean activity or power which may be exercised by the state or its political subdivisions; and

WHEREAS, Sec. 125.01, Fla. Stat., in part provides counties, by and through their legislative and governing bodies, shall have the power to carry on county government and may exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Sec. 163.01, Fla. Stat.; and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multi-purpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or

authority which such Entities share in common and which each might exercise separately; and

WHEREAS, Section 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of inter-local agreements to accomplish such purposes; and

WHEREAS, under the terms of an Indenture of Trust dated as of May 14, 2010, relating to the Trust (the "Indenture of Trust") any Local Government Entity desiring to participate in the Trust as a member must become a party to the Indenture of Trust;

WHEREAS, it is the intent of the City of Lake Mary, with other Local Government Entities, to join in an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Fla. Stat. and to enter into the Indenture of Trust for such purpose, and that the Indenture of Trust will serve as an inter-local agreement under Section 163.01, Fla. Stat.; and

WHEREAS, the City of Lake Mary finds that the creation of an intergovernmental investment pool pursuant to the Indenture of Trust serves a governmental purpose for the City and would therefore be in the best interests of the City, its officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in greater diversification and economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of the City; and

WHEREAS, the City Commission desires to participate in the Trust formed in accordance with the aforesaid statutes, and to purchase shares therein as provided in the Indenture of Trust, in order to pool its surplus funds with other Local Government Entities, it has passed, in accordance with applicable law the following resolution.

NOW, THEREFORE, IT IS HEREBY ORDAINED/RESOLVED:

1. That the City Commission of the City of Lake Mary has reviewed Article VIII, Section 2, of the Florida Constitution, Sections 166.021, 125.01, 218.415, and 163.01 of the Florida Statutes, and the merits of investing in the Trust, including the Trust's liquidity, risk diversification, flexibility, convenience, and cost compared to the alternative direct purchase of comparable investments.

2. That the City Commission of the City of Lake Mary finds that it is in the best interest of its officials, officers, and citizens, to join with other Local Government Entities in the Trust for the purpose of pooling surplus public funds because the Trust offers diversified and professionally managed portfolios to meet investment needs, and the pooling of such surplus public funds results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the City of Lake Mary.

3. The City Commission of the City of Lake Mary hereby expressly authorizes the participation in the Trust as a member and to become a party to the Indenture of Trust, which is adopted by reference with the same effect as if it had been set out verbatim herein. A conformed copy of the Indenture of Trust shall be filed with the minutes of the meeting at which this Resolution was approved or passed.

4. The City of Lake Mary is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

5. The Trustees of the Trust are designated as having official custody of the City of Lake Mary's funds which are invested by the purchase of shares of beneficial interest in the Trust.

6. The City Manager AND Finance Director (the "Representatives"), are the government officials empowered to invest funds of the City of Lake Mary, and each and every successor in such function, is hereby authorized and directed to execute on behalf of the City of Lake Mary the Indenture of Trust and any other documents necessary to establish an account with the Trust. The Representatives are hereby designated the "Treasurer" as that term is defined in the Indenture of Trust and is therefore authorized to invest surplus public funds from the City's treasury by purchasing shares of the Trust with such available funds, and is authorized to redeem, from time to time, part or all of such shares as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

7. Effective Date. This Resolution shall take effect immediately upon its adoption or otherwise in accordance with applicable Florida Law.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
DAVID J. MEALOR, MAYOR

ATTEST:

\_\_\_\_\_  
CAROL A. FOSTER, CITY CLERK

**INDENTURE OF TRUST**  
**FLORIDA FIXED INCOME TRUST**  
**(FL FIT)**

Dated as of  
April 28, 2010

## INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture of Trust"), dated as of April 28, 2010, is made by and between the Washington County School Board, and the Jackson County School Board, hereafter referred to as the "Initial Participants."

### WITNESSETH

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Sec. 163.01, Fla. Stat.;

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, Section 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes;

WHEREAS, it is the intent of the Initial Participants to create an intergovernmental investment pools pursuant to Sections 163.01 and 218.415, Fla. Stat. and that this Indenture of Trust serve as an interlocal agreement for such purpose under Section 163.01, Fla. Stat.;

WHEREAS by resolutions duly adopted, February 8, 2010, and April 20, 2010 respectively, found the creation of intergovernmental investment pools pursuant to this Indenture of Trust serve a governmental purpose for said Entities and would therefore be in the best interests of said Entities, their officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of said Entities;

WHEREAS, each of the Initial Participants has duly taken all official action necessary and appropriate to become a party to this Indenture of Trust and perform hereunder, including, without limitation, the establishment of a written investment policy and the passing of any ordinances, resolutions or taking of other actions required under Section 218.415, Fla. Stat, and other applicable law and regulations;

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture of Trust shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustee or its agent, the Administrator (each as defined herein); and

WHEREAS, the Initial Participants anticipate that other Local Government Entities may wish to become Participants (as defined herein) by adopting this Indenture of Trust and thus becoming a party hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all moneys, assets, securities, funds and

property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture of Trust shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

## ARTICLE I The Trust

### 1.1 Establishment; Name.

A common law trust is hereby established under this Indenture of Trust and shall be called the "Florida Fixed Income Trust" (the "Trust"). So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust") wherever used in this Indenture of Trust, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, or accountants of the Trustee, nor shall such terms refer to the Participants. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Florida or the United States of America so as to protect and reserve the right of the Trust in and to such name.

### 1.2 Purpose; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with statute through which a Local Government Entity may pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government Entity, in order to take advantage of short-term investments and maximize net interest earnings in accordance with the provisions of Sections 218.415 and 163.01, Fla. Stat., or other laws of the State of Florida, from time to time in effect, governing the investment of moneys in the treasury of a Local Government Entity, and as extensively as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish the Trust. The Board of Trustees may provide for the payment or repayment of any establishment expenses from the earnings of the Trust.

(b) Only those Local Government Entities who have adopted this Indenture of Trust and have complied with the provisions of this Section 1.2 and Section 14.6 hereof may become Participants. The Treasurer empowered to invest funds of each Local Government Entity shall be the legal representative to act for and on behalf of such Local Government Entity for purposes of this Indenture of Trust and as such shall be a member of the Board of Participants, which is vested with the authority to supervise the Trust and elect the Trustees to act as fiduciary on its behalf.

(c) Each Local Government Entity adopting this Indenture of Trust, and otherwise complying with the provisions of Sections 1.2 and 14.6 hereof, shall become a Participant only upon depositing into the Trust the minimum total investment as that amount is set from time to time by the Trustees. Initially and until changed by affirmative action of the Trustees, the minimum total investment shall be \$10.00 for each account. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the shares and close the account, provided that thirty days (30) prior notice is given to such Participant. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Treasurer shall die, resign, or be removed from his office or his office shall otherwise become vacant, or he shall no longer be authorized to act on behalf of such Participant as a Treasurer, any funds placed by him in the Trust shall be held hereunder for the benefit of the Local Government Entity for which he was acting at the time the vacancy or termination of authority occurred. Any Treasurer assuming office as such either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his predecessor, or

otherwise becoming authorized to act as Treasurer on behalf of such Participant, shall be the succeeding legal representative of the Local Government Entity by filing written notification of such with the Trustees in a form acceptable to the Trustees.

1.3 Location.

The Trust shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Trust shall be: Florida Fixed Income Trust, 155 Office Plaza Dr, Suite A, Tallahassee, FL 32301. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.4 Nature and Indenture of Trust, Interlocal Agreement; Filing of Indenture of Trust.

(a) The Trust shall be a common law trust organized and existing under the laws of the State of Florida. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Indenture of Trust is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of surplus public funds within the meaning of Section 218.415, Fla. Stat.

(c) This Indenture of Trust is an interlocal agreement within the meaning Section 163.01, Fla. Stat. This Indenture shall be filed as provided in Section 12.01 hereof.

1.5 Definitions.

As used in this Indenture of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time. The Administration Agreement and the Investment Advisory Agreement may be contained in the same agreement.

"Advisor" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlled, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Participants" shall mean the group of Treasurers of the respective Participants which is vested with the authority to supervise the Trust and elect the Trustees.

"Board of Trustees" shall mean the Trustees of the Trust.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 11.2 hereof.

"Indenture of Trust" shall mean this Indenture of Trust as amended, restated or modified from time to time, pursuant to the terms hereof. References in the Indenture of Trust to "Indenture," "hereof," "herein," "hereby" and "hereunder" shall be deemed to refer to the Indenture of Trust, as amended, and shall not be limited to the particular text, article or Section in which such words appear unless otherwise stated.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Trust to Participants and potential Participants of the Trust as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean those local government entities which have executed and adopted this Indenture of Trust as of the date of its establishment.

"Investment Advisory Agreement" shall mean the agreement with the Advisor referred to in Section 3.2 hereof as the same may be amended from time to time. The Investment Advisory Agreement and the Administration Agreement may be contained in the same agreement.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Local Government Entity" or "Local Government Entities" means a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer.

"Non-Treasurer Trustee" means a Trustee appointed hereunder that is not a Treasurer of one of the Participants.

"Participants" shall mean the Local Government Entities which are the Initial Participants and the Local Government Entities which adopt this Indenture of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments of the type and nature defined as such in the Permitted Investments List.

"Permitted Investments List" shall mean the list of authorized investments for the Trust adopted as such by the Participants and distributed by the Trust to potential Participants of the Trust, as the same may be modified or amended from time to time as provided in Section 13.1 of this Indenture of Trust.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective Pro Rata beneficial interests of the Participants in the Trust Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Treasurer" shall mean the treasurer, chief financial officer, or other local official who is properly authorized to invest the respective Local Government Entity's surplus public funds or as provided by statute.

"Trust" shall mean the common law trust created by this Indenture

"Trust Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust or the Trustees.

"Trustees" shall mean the Persons who become fiduciaries of the Trust pursuant to Article IX hereof.

## ARTICLE II

## Trust Operations

### 2.1 General.

(a) Powers of the Board of Participants. The Board of Participants shall have full, exclusive and absolute power of supervision over the Trust and the Board of Trustees, including the power to monitor and supervise the operation of the Trust. The Board of Participants has the full exclusive and absolute power and authority to amend this Indenture of Trust, as provided in Article VIII, to direct the investments of the Trust through the amendment of the Trust, to elect the Board of Trustees and to terminate the Trust, as well as all other powers provided herein. The Board of Participants does hereby direct that the Trust shall be administered by a Board of Trustees elected from the Board of Participants as provided herein, subject to all rights of Participants stated in the Indenture of Trust and subject to all other restrictions set forth in this Indenture of Trust.

(b) Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements and restrictions of this Indenture of Trust. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture of Trust, are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Indenture of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

### 2.2 Permitted Investments.

The Trustees shall have full and complete power, subject in all respects to Article IV hereof:

(a) To conduct, operate and provide an investment program for the pooling of surplus public funds of Local Government Entities to take advantage of short-term investments and maximize net interest earnings;

(b) For such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

### 2.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected in accordance with reasonable and customary practices.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

### 2.4 Disposition of Assets.

Subject in all respects Article IV hereof, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations,

agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

2.5 Taxes.

The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To settle and compromise disputed tax liabilities; and

(c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of Trust Property.

The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees.

The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property) to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Advisor and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Trust, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

2.8 Collection Powers.

The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;

(d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

#### 2.9 Powers: Payment of Expenses.

The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture of Trust;

(b) To reimburse others for the payment therefore; and

(c) To pay appropriate compensation or fees from the funds of the Trust to Persons with whom the Trust has contracted or transacted business.

The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. In addition to lawful compensation, the Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Indenture of Trust to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than income received from the earnings of the Trust.

#### 2.10 Borrowing and Indebtedness.

The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as provided in clause (b) of Section 4.2 of this Indenture of Trust.

#### 2.11 Deposits.

The Trustees shall have full and complete power to deposit, in such a manner as may now and hereafter be permitted by this Indenture of Trust or applicable Law, any moneys or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the moneys, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, without limitation, Section 280, Fla. Stat.

#### 2.12 Valuation.

The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the

Trust Property and to revalue the Trust Property as the Trustees deem appropriate.

2.13 Fiscal Year, Accounts.

The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Self-Dealing Prohibited.

(a) No Treasurer, Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person without the permission of the Board of Trustees.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. The Trust may purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian without the permission of the Board of Trustees.

2.15 Investment Program.

The Trustees shall use their best efforts to obtain through the Advisor or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust set forth in Article IV of this Indenture of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Advisor or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Advisor.

2.16 Power to Contract, Appoint, Retain and Employ.

Subject to the provisions of Section 2.7 and Section 3.1, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

- (a) Serve as the Trust's investment advisor and consultant in connection with policy decisions made by the Trustees;
- (b) Serve as the Trust's administrator or co-administrators;
- (c) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;
- (d) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;
- (e) Investigate, select, and, on behalf of the Trust, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;
- (f) Substitute any other Person for any such Person;

(g) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and

(h) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

2.17 Insurance.

The Trustees shall have full power to and may obtain general and official liability and property damage insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

2.18 Seal.

The Trustees shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any agreement, document, instrument or other paper executed and delivered by or on behalf of the Trust.

2.19 Indemnification.

In addition to the mandatory indemnification in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has dealings, including, without limitation, the Advisor, the Administrator, and the custodian, to such extent as the Trustees shall determine in accordance with statute.

2.20 Remedies.

Notwithstanding any provision in this Indenture of Trust, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement.

The Trustees shall have full and complete power to prepare, publish and distribute an Information statement regarding the Trust and to amend or supplement the same from time to time.

2.22 Further Powers.

The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Indenture of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

2.23 Sovereign Immunity

The Participants consist of Local Government Entities and, as such, they may be entitled to the benefits of sovereign

immunity provided by Section 13, Art. X of the Florida Constitution and the laws of the State of Florida ("Sovereign Immunity"). Nothing contained in this Indenture of Trust, whether by action or provisions hereof, shall constitute a waiver by a Participant of any of the benefits of Sovereign Immunity. By way of example, and not by limitation, the participation of any Participant (or any Participant's officer, employee, agent or representative) on the Board of Participants and/or the Board of Trustees or in any action, determination, or vote under this Indenture of Trust, shall not affect a waiver of any of the benefits of Sovereign Immunity."

ARTICLE III  
The Investment Advisor and the Administrator

3.1           Appointment.

The Trustees are responsible for implementing the investment policy and program of the Trust, as provided in Article IV, and for supervising the officers, agents, employees, investment advisors, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees shall appoint, employ or contract with an investment advisor (herein "Advisor"), and may grant or delegate such authority to the Advisor and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person whose services are obtained by the Advisor or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. Wertz York Capital Management Group, LLC is hereby appointed as the initial Advisor for the Trust.

3.2           Duties of the Advisor.

The duties of the Advisor shall be those set forth in the Investment Advisory Agreement to be entered into between the Trust and the Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to Article IV hereof, the Trustees may authorize the Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Advisor, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Advisor. Nothing in this Indenture of Trust or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Advisor to act for or on behalf of the Trust immediately upon written notice to the Advisor, upon a showing of reasonable cause to believe that the Advisor has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

3.3           Duties of the Administrator.

The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Administrator. Nothing in this Indenture of Trust or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

3.4           Successors.

In the event that, at any time, the position of Advisor or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Advisor or Administrator.

#### ARTICLE IV Investments

##### 4.1 Statement of Investment Policy and Objective.

Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture of Trust and any other applicable provisions of Law, as the same maybe amended from time to time.

##### 4.2 Restrictions Fundamental to the Trust.

Notwithstanding anything in this Indenture of Trust which may be deemed to authorize the contrary, the Trust:

- (a) May not make any investment other than investments authorized by this Indenture of Trust and the Permitted Investments List, as the same may be amended from time to time;
- (b) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by Law;
- (c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending);
- (d) May not hold or provide for the custody of any Trust Property in a manner not authorized by Law or by any institution or Person not authorized by Law; and
- (e) May purchase securities or shares of investment companies or any entities similar to the Trust.

##### 4.3 Amendment of Restrictions.

The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the Laws of the State of Florida and the United States of America as they may from time to time be amended.

#### ARTICLE V Limitations of Liability

##### 5.1 Liability to Third Persons.

No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Advisor, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Trust, and except that the Advisor and the Administrator shall each have personal liability for his willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by Law and this Indenture of Trust. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without

limitation, the Advisor, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

## 5.2 Liability to the Trust or to the Participants.

No Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties, and except that the Advisor and the Administrator shall each have personal liability for his willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by Law and this Indenture of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

## 5.3 Indemnification.

(a) As used in this Section 5.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Advisor, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall, to the extent of income or earnings of the Trust, indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he conducted himself in good faith, and (i) he reasonably believed that his conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(c) In no event may the Trust indemnify the Advisor or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him, in which such person was adjudged liable on the basis that personal benefit was improperly received by him. In connection with a proceeding by or in the right of the Trust, indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 5.3. Such determination shall be made by the Board of Trustees by a majority vote of a

quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Board of Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Board of Trustees or the committee as specified above, or by the Participants. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (f) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants with or before notice of the next Participants meeting, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

#### 5.4 Surety Bonds.

The Board of Trustees shall require the Trustees, the Advisor, the Administrator, any custodian, the Auditor, and any other agent of the Trust to give such surety and other bonds as the Board of Trustees from time to time determines are necessary to protect the Trust. The cost of any and all such bonds shall be paid as an expense of administration of the Trust.

#### 5.5 Apparent Authority.

No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

#### 5.6 Representative Capacity; Recitals.

Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Indenture of Trust or in his capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Indenture of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

#### 5.7 Reliance on Experts.

Each Trustee and each officer of the Trust shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of

account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Advisor, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

5.8 Liability Insurance.

The Trustees shall have full power to and may obtain general and official liability and property damage insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

ARTICLE VI  
Interests of Participants

6.1 General.

The beneficial interest of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into full and fractional Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Shares.

(a) The Trustees in their discretion may from time to time without vote of the Participants allocate Shares, in addition to the then allocated Shares, to such party or parties for such amount and such type of consideration (including, without limitation, income from the investment of Trust Property), at such time or times (including, without limitation, each business day in accordance with such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust.

(b) Shares may be allocated only to a Local Government Entity that has become a Participant of the Trust in accordance with Section 1.2 and Section 14.6 hereof. Each Participant may establish more than one account within the Trust for such Participant's convenience.

(c) Unless otherwise determined by the Trustees pursuant to Section 1.2(c), the minimum amount of funds which may be maintained in an account in the Trust by a Participant at any one time shall be \$1,000.00.

6.3 Evidence of Share Allocation.

Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Trust pursuant to Section 7.1 hereof, and the Trust shall not be required to issue certificates as evidence of Share allocation.

6.4 Redemption to Maintain Constant Net Asset Value for Pool A; Redemption for Pools B & C.

Each Share of the Trust in Pool A shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net asset value per Share. Each Share of the Trust in Pools B & C shall be subject to redemption pursuant to the calculation procedure for net asset value per Share for particular pool as set forth in Section 10.3.

6.5 Redemptions.

Payments by the Trust to Participants and the reduction of Shares resulting there from are for convenience referred to in this Indenture of Trust as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Indenture of Trust. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Trust, as the same may be amended from time to time; provided, however, except as set forth in Sections 6.6 and 6.7, such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust by the redemption of Shares, and provided further that no early withdrawal or other penalty charges shall be imposed upon any Participant for the redemption of its shares or withdrawal of its funds from the Trust.

6.6 Suspension of Redemption; Postponement of Payment.

Each Participant, by its adoption of this Indenture of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Florida or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Redemption.

There shall be a minimum of one (1) Share which may be redeemed at any one time at the option of a Participant.

6.8 Defective Redemption Requests.

In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.5 hereof, sufficient to

reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

## ARTICLE VII Record of Shares

### 7.1 Share Register.

The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust as shall keep the Share Register for entry thereon.

### 7.2 Registrar.

The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

### 7.3 Owner of Record.

No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

### 7.4 No Transfers of Shares.

The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption.

### 7.5 Limitation of Fiduciary Responsibility.

The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

### 7.6 Notices.

Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 7.1 hereof.

## ARTICLE VIII Participants

### 8.1 The Rights of Participants.

The rights of Participants as established in this Article shall be exercised by the Participant's representative, the Treasurer, as set forth in this Indenture of Trust. Each Participant, through its Treasurer, shall be entitled to one vote with respect to the following matters:

(a) Amendment of this Indenture of Trust or termination of the Trust as provided in Section 4.3 and Section 13.1 hereof;

(b) Election of Trustees; and

(c) The approval or disapproval of the annual report, as provided in Section 8.9. It shall not be necessary for any minimum number of Shares other than one (1) to be allocated to a Participant for the Participant to be entitled to vote. Participants may vote at either an annual or special meeting or without a meeting. A vote may be called by the Board of Participants at any time if at least 10% of the members thereof contact the Secretary of the Trust requesting a vote and stating the question to be voted on. Within twenty (20) days of the receipt of such request, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered. All votes of Participants shall be administered and the results thereof promptly certified in writing to the Participants and the Board of Trustees by the Secretary, or by such other person as the Participants may from time to time direct, in such a manner as to assure complete and accurate voting lists and vote counts and anonymity of votes.

### 8.2 Inspection of Records.

The records of the Trust shall be open to inspection by any Participant at all reasonable business hours.

### 8.3 Meetings and Votes of Participants.

(a) A meeting or a vote of the Board of Participants may be called at any time by the Trustees, or upon written request of at least 10% of the members of the Board of Participants filed with the Secretary of the Trust stating the purpose for the meeting or the matter to be voted upon. Any such meeting shall be held within the State of Florida at such place, on such day, and at such time as the Trustees shall designate, except that a meeting called by the Participants must be held within thirty (30) days after the qualifying request is made.

(b) A majority of the Participants entitled to vote at such meeting present in person or by proxy shall constitute a quorum at any annual or special meeting. For the purposes of this subsection

(c), Participants shall be deemed present in person or by proxy if they or their proxies are participating by conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear and communicate with each other.

### 8.4 Annual Meetings or Annual Votes.

Annual Meetings or Annual Votes of the Participants held without a meeting, shall be held within one hundred twenty (120) days after the completion of the Trust's first fiscal year and thereafter within one hundred twenty (120) days after the completion of each succeeding fiscal year of the Trust. The business transacted at such meetings, or

matters considered in such votes, shall include the election of Trustees and may include the transaction of such other business or consideration of such matters as Participants may be entitled to vote upon as provided in this Article VIII, or as the Trustees may determine.

8.5 Notice of Meetings and Votes.

Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof, shall be given by the Trustees by mail or electronic mail to each Participant at its registered address, sent at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting," "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes.

For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purposes of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies.

At any meeting of Participants, if permitted by applicable law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust, or with such other officer or agent of the Trust as the Secretary of the Trust may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes.

Only Participants of record shall be entitled to vote. Each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.9 Reports.

The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets, liabilities, operations, changes in investments and earnings thereon, and changes in net assets of the Trust, prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. The Board of Participants shall review the annual report submitted by the Trustees. This review is to establish that the Trust is operating in compliance with the Indenture of Trust as set forth herein.

The approval or disapproval of the annual report, either in whole or in part, shall be by vote without a meeting. Results of the vote shall be reported to the Participants within thirty (30) days after the voting deadline. Any votes not submitted by the deadline will be counted as approval of the annual report. In addition, the Trustees shall furnish

to the Participants at least quarterly an interim report prepared in conformity with generally accepted accounting principles containing an unaudited balance sheet of the Trust as at the end of such quarterly period and statements showing details of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX  
Trustees and Officers

9.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided.

(b) The number of Trustees shall initially be three (3) and shall thereafter be fixed from time to time by resolution of a majority of the Board of Participants, provided, however, that the number of Trustees shall at no time be less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his term.

(c) The Trustees shall be natural persons. A majority of the authorized number of Trustees shall be members of the Board of Participants and thus a Treasurer of a Participant. The Board of Participants may elect one or more Non-Treasurer Trustees to serve on the Board of Trustees, but the number of Non-Treasurer Trustees serving on the Board of Trustees shall at all times be less than one-half (1/2) in number of the authorized number of Trustees. If any Trustee who was a Treasurer of a Participant at the time of election or appointment ceases to be a Treasurer of a Participant during his term as Trustee, he shall be deemed not to meet the requirements for office within the meaning of Section 9.3(a)(v) hereof.

(d) Except as provided by Section 9.2 hereof concerning the initial Trustees, Trustees shall be elected or appointed as provided in Section 9.4 hereof. No such election or appointment shall become effective, however, until the person elected or appointed qualifies for such office by delivering to the Secretary or Chairman of the Board of Trustees a writing signed by him (i) accepting such appointment, and (ii) agreeing to be bound by the terms of this Indenture of Trust. Qualification must be completed within twenty (20) days after such person is notified of his election or appointment, and failure to meet this requirement shall void the election or appointment.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Indenture of Trust.

(f) Upon the election or appointment and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

(g) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

9.2 Organizational Trustees.

By the execution of this Indenture of Trust, the Initial Participants appoint the following as Trustees: Patrick McDaniel, Terry St. Cyr, Andy Barnes, Randy Beach, and John Drew.

9.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of anyone of the following events:

(i) If for any reason a properly qualified person is not elected to such Trustee's office by the Participants at the Regular Election next preceding the expiration of the Trustee's term;

- (ii) If a person who was duly elected or appointed fails, neglects or refuses to qualify for office as required by subsection 9.1(d) hereof within twenty (20) days after the date he is notified of such election or appointment;
  - (iii) If a person who was duly elected or appointed submits a written resignation to the Board of Trustees;
  - (iv) If a person who was duly elected or appointed dies during his term of office;
  - (v) If a person who was duly elected or appointed ceases to meet the requirements for the office of Trustee as set forth in Section 9.1 hereof;
  - (vi) If a person who was duly elected or appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code;
  - (vii) If a court of competent jurisdiction voids the election or appointment or removes a person duly elected or appointed for any cause whatsoever, but only after his right to appeal has been waived or otherwise exhausted; or
  - (viii) If the person who was duly elected or appointed is removed from office pursuant to Section 9.5 hereof.
- (b) No vacancy in the office of any Trustee shall operate to annul this Indenture of Trust or to revoke any existing agency created pursuant to the terms of this Indenture of Trust, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

9.4 Election; Appointment; Term of Office.

- (a) Trustees are elected for overlapping terms of three years by a majority vote of the Participants present and entitled to vote at an annual meeting or voting in an annual vote of Participants, herein called a "Regular Election." At any time the Board of Participants changes the number of Trustees it shall by the same action specify the number of three-year terms to be filled at the next Regular Election, but shall maintain as nearly equal as possible the number of three-year terms to be filled at each subsequent Regular Election. Trustees may succeed themselves in office.
- (b) Any vacancy on the Board of Trustees may be filled by an appointee qualified under the terms of this Indenture of Trust selected by the remaining Trustees, but such appointment is valid only until the next Regular Election, at which time the vacancy for the then unexpired portion of the term is filled by the Participants.
- (c) A Trustee remains in office until a vacancy occurs in his office as provided in Section 9.3 hereof, or until his successor is duly elected and qualifies for office as provided in Section 9.1(d) hereof, whichever shall first occur.

9.5 Resignation and Removal.

- (a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairman, the Vice Chairman or the Secretary, and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.
- (b) Any Trustee may be removed without cause by the Participants, or for good cause by action of two-thirds of the other Trustees.
- (c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

9.6 Officers and Advisors.

The Trustees shall annually designate a Chairman who shall be the Chief Executive Officer of the Trust and a Vice Chairman, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees shall elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more officers, except those of Chairman and Vice Chairman, may be held by the same person. The Treasurer, the Secretary, the Advisor, the Administrator, and Legal Counsel may attend meetings of the Trustees but, except in the case of a Treasurer or a Secretary who may be a member of the Board of Trustees, shall have no voting power.

9.7 By-Laws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture of Trust, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees, which majority may include Non-Treasurer Trustees who number less than one-half (1/2) of the total number of Trustees included in such quorum. The intent of this provision is that the majority of any quorum of Trustees consist of Trustees who are Treasurers of the Participants.

ARTICLE X

Determination of Net Asset Value and Net Income: Distributions to Participants

10.1 Net Asset Value.

The net asset value of each allocated Share of the Trust shall be determined once on each business day at 4:00 p.m. Eastern Time for the next business day, or such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares for Pool A.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Trust once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such manner, and with the result, that the net asset value per Share of the Trust shall remain at a constant dollar value of \$1.00 or integral of 1/100ths thereof. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's shares. The general method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees will first offset such amount against income accrued to each Participant. To the extent that such a net loss would exceed such accrued income, subject to the last paragraph of Section 2.9 hereof, the Trustees will reduce the aggregate number of

the Trust's allocated Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Trust's corpus its pro rata portion of the total number of Shares required to be redeemed in order to permit the net asset value per Share of the Trust to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contribution in these circumstances by its investment in the Trust and its adoption of this Indenture of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the Trust to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

#### 10.3 Net Asset Value (90 Day + Portfolio / 180 Day + Portfolio)

The price you pay for your shares is based on the pool's net asset value per share ("NAV"). The NAV is calculated at the close of trading (normally 4:00 p.m. ET) on each day the New York Stock Exchange is open for business. The Exchange is closed on weekends, most Federal holidays and Good Friday. The NAV is calculated by dividing the value of the Pool's total assets (including interest and dividends accrued but not yet received) minus liabilities (including accrued expenses) by the total number of shares outstanding.

The assets of each portfolio consist of publicly traded mutual funds (money market funds and bond funds ) Each of the funds within the pool calculates the net asset value (price) daily and the NAV is made public by 4:00 p.m. ET. In the unlikely event the NAV of one or more funds is not available by 4:00 p.m. ET, the Advisor will use its best efforts to deliver a fair value price for each pool's securities) and compute each pool's NAV therefrom.

Requests to purchase and sell shares are processed at the NAV next calculated after the transfer agent receives your order in proper form

#### 10.4 Supplementary Distributions to Participants.

In addition to redemptions made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions as they may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

#### 10.5 Retained Reserves.

The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

### ARTICLE XI Custodian

#### 11.1 Duties.

The Trustees shall employ a bank or trust company organized under the Laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be a qualified public depository as provided in Section 280.02, Fla. Stat.

11.2 Appointment.

The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Custodian.

11.3 Disbursement and Collection Agent.

The Trustees may also authorize the employment of a disbursement and collection agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; provided, however, that, in every case, such disbursement and collection agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state designed qualified public depository.

11.4 Successors.

In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XII  
Recording of Indenture of Trust

12.1 Recording.

This Indenture of Trust and any amendment hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Without limiting the generality of the foregoing, this Indenture of Trust will be filed with the applicable circuit court or courts pursuant to Section 163.01, Fla. Stat. and this Indenture of Trust shall be effective upon such filing. Each amendment so filed, recorded or lodged shall be accompanied by a Certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Indenture of Trust, containing or restating the original Indenture and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture of Trust and the various amendments thereto.

ARTICLES XIII  
Amendments to Indenture of Trust and Permitted Investments List; Termination of Trust; Duration of Trust

13.1 Amendment to Indenture of Trust or Permitted Investments List, Termination.

(a) The provisions of this Indenture of Trust and the Permitted Investments List may be amended or altered, or the Trust may be terminated, by the affirmative vote of a majority of the Participants entitled to vote at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, except that the affirmative vote of two-thirds of the Participants entitled to vote shall be required to enact any amendment which would change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust, or which would diminish or eliminate any voting rights of the Participants. Substantive amendments to the limitations upon personal liability of the Participants and Trustees and to the prohibition of assessments upon Participants shall require the unanimous approval of all Participants entitled to vote. Notwithstanding the foregoing, after fifteen (15) days' prior written notice to the Participants, the Board of Trustees may amend or alter the provisions of the Indenture of Trust or the Permitted Investments List, without the vote or assent of the Participants,

to the extent deemed in good faith by the Board of Trustees to be necessary to conform this Indenture of Trust to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction. No liability shall attach to the Trustees, however, for any failure or refusal on their part to act pursuant to the power granted in this subsection (a).

(b) Upon the termination of the Trust pursuant to this Section 13.1, (i) the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Indenture of Trust shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2            Duration.

The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV  
Miscellaneous

14.1            Governing Law.

This Indenture of Trust is executed by the Initial Participants and delivered in the State of Florida and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Florida (without regard to its conflicts of law rules).

14.2            Counterparts.

This Indenture of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3            Reliance by Third Parties.

Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing

any written instrument satisfies the requirements of this Indenture of Trust, or (e) the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

14.4 Provisions in Conflict with Law.

The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Florida Laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture of Trust, provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender and Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of the Indenture of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government Entity meeting the requirements of Section 1.2 hereof may become a Participant of this Trust by (i) taking all required official action to adopt and authorize the execution of this Indenture of Trust including, without limitation, adopting a written investment policy consistent with this Indenture of Trust and the Permitted Investments List or amending or modifying any existing written investment policy not consistent with this Indenture of Trust or the Permitted Investments List, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Indenture of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Indenture of Trust, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Indenture of Trust and the Permitted Investments List, as each of the same is amended from time to time.

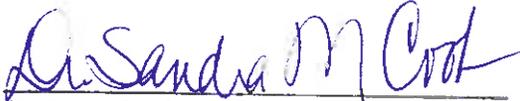
(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Indenture of Trust or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned Local Government Entities of the State of Florida acting in the capacity of Initial Participants of the Trust have executed this Indenture of Trust together with the Trustees as of the day first above written.

Signature page to  
Indenture of Trust for  
Florida Financial Investment Trust (Florida FIT)

INITIAL PARTICIPANTS

Panhandle Area Educational Consortium,  
through its District of Record,  
the Washington County School Board:



Dr. Sandra M. Cook, Superintendent  
Washington County School Board



Vann Brock, Board Chairman  
Washington County School Board

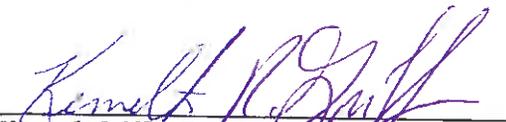


Patrick L. McDaniel, Executive Director  
Panhandle Area Educational Consortium

Jackson County School Board:



Lee W. Miller, Superintendent  
Jackson County school Board



Kenneth Griffin, Board Chairman  
Jackson County School Board

WCSB: 2/8/10

**INSTRUMENT OF ADOPTION**  
**of that certain**  
**Indenture of Trust for the Florida Fixed Income Trust**

This Instrument of Adoption (this "Instrument") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and on behalf of \_\_\_\_\_.

Reference is made to that certain Indenture of Trust for the Florida Fixed Income Trust, dated as of May 14<sup>th</sup> 2010, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Indenture of Trust"). Capitalized terms not defined in this Instrument shall have the meanings given in the Indenture of Trust.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Local Government Entity as defined in the Indenture of Trust; (b) the person executing this Instrument on behalf of the undersigned is the treasurer, chief financial officer, or other local official who is properly authorized to invest the surplus public funds of the undersigned, and is thus a Treasurer as defined in the Indenture of Trust; (c) the undersigned has tendered to the Trust the minimum investment required under the Indenture of Trust; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Indenture of Trust including, without limitation, adopting a written investment policy consistent with the Indenture of Trust and the Permitted Investments List or amending or modifying any existing written investment policy not consistent with the Indenture of Trust or the Permitted Investments List, and (ii) has furnished to the Trustees evidence satisfactory to the Trustees that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Indenture of Trust, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Indenture of Trust and the Permitted Investments List, as each of the same may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

PARTICIPANT

\_\_\_\_\_

By:

\_\_\_\_\_  
Treasurer as defined herein

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Treasurer (as defined in the foregoing instrument) of \_\_\_\_\_, a \_\_\_\_\_. Such person is personally know to me or he has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Print, Type or Stamp Commissioned  
Name of Notary Public)



# Governmental Shareholder Account Application

**U.S. Mail:**  
FL FIT  
PO BOX 9691  
TAMPA FL. 33674

For Questions or Assistance:  
Please Call: 1-877-39-FL FIT (393-5348) or visit our website at [www.fl-fit.com](http://www.fl-fit.com)

This form must be completed and signed in order to establish an account with FL FIT. If you have any questions regarding this application or how to invest, please call Shareholder Services toll free at the above-referenced number. Thank you.

In compliance with the USA PATRIOT Act, all financial institutions (including mutual funds) are required to obtain, verify and record the following information for all registered owners or others who may be authorized to act on an account: full name, date of birth, Social Security number and permanent street address. Corporate, trusts and other entity accounts require additional documentation. This information will be used to verify your true identity. We will return your application if any of this information is missing, and we may request additional information from you for verifications purposes. In the rare event that we are unable to verify your identity, the Fund reserves the right to redeem your account at the current day's net asset value.

## INVESTMENT INFORMATION

*Minimum Investment of \$100,000.00. Please make wire payable to "FL FIT". Please indicate in which portfolios you are interested.*

- |  |   |
|--|---|
| <input type="checkbox"/> Preferred Deposit | <input type="checkbox"/> Commercial Paper Portfolio |
| <input type="checkbox"/> Enhanced Cash     | <input type="checkbox"/> 1 – 3 Year Portfolio       |
| <input type="checkbox"/> All Portfolios    |   |

## INFORMATION ABOUT YOUR ACCOUNT

Name of Entity: City of Lake Mary Florida Address: PO Box 958445  
Lake Mary, FL 32795-8445

EIN: 59-1484975

County of Tax Residency: Seminole

Phone Number/ Email: 407-585-1402

Authorized Trader(s) Name(s)\*: Dianne Holloway Email: dholloway@lakemaryfl.com  
Jacqueline Sova Email: jsova@lakemaryfl.com

(\*Please enclose copies of any corporate/ governmental information which authorizes and identifies individuals to conduct transactions on this account. Authorized traders will have an online account created which will allow them to make trades for both purchase and redemption. )

## REDEMPTION TRANSACTIONS

*All Dividends are reinvested. Please indicate to which account you would like your redemption transactions to be directed below.*

Name of Bank: SunTrust ABA Number: 061000104

Registration of Account: City of Lake Mary

Account Number: 39004016319  Checking or  Savings

Bank Address: 200 S. Orange Avenue  
Mail Code 1100  
Orlando, FL 32801

## DUPLICATE ACCOUNT STATEMENTS (optional)

Please send a duplicate account statement to the party below: (If more than one duplicate desired, then attach additional names and addresses)

Name/Relationship to Investor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

## SIGNATURE(S)

Signature (Owner, Trustee, Etc.) \_\_\_\_\_

Taxpayer ID Number: 59-1484975 Date: \_\_\_\_\_



## **MEMORANDUM**

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Wanda Broadway, Human Resources Manager

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 990 - Pay Plan (Jackie Sova, City Manager)

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The attached salary survey information and recommended pay plan adjustments are presented for your consideration. The FY '17 General Fund budget provides a single line item of \$150,000 for these updates and the Enterprise Funds have allocations within the various budgets.

The information and recommendations included herein have been compiled by Human Resources and are as accurate as possible with the understanding that duties by title may be somewhat different from city to city. Several local agencies have recently completed pay studies as well as contract negotiations creating overall increases in most categories.

In summary, this recommendation includes an adjustment of all pay ranges by 2% increasing the minimum and maximum of the current pay ranges. It also provides for the following:

1. All employees are to receive a 2% increase of their current pay or the increase necessary to bring them to the new pay range minimum.
2. Employees in the positions with pay grade changes are to receive a 4% increase of their current pay.
3. A title change to be made to the following position for one employee:  
Public Works Crew Leader position to Public Works Supervisor
4. Reclassifications are requested for the following positions:
  - a. Pay Grade 10 an increase to comply with Florida's Minimum Wage law to \$8.10 per hour
  - b. Accounts Payable Clerk, PG 23 to PG 24

- c. Community Service Officer, PG 24 to PG 25
  - d. Water Plant Operator 'C', PG 26 to PG 27
  - e. Permit/Zoning Coordinator, PG 27 to PG 28
  - f. Purchasing Coordinator, PG 29 to PG 30
  - g. Accreditation Manager, PG 31 to PG 32
  - h. Administrative Assistant to the City Manager, PG 31 to PG 32
  - i. Fleet Crew Leader, PG 31 to PG 32
  - j. GIS Specialist, PG 31 to PG 32
  - k. Parks and Facilities Supervisor, PG 31 to PG 32
  - l. City Engineer, PG 41 to PG 42
5. The minimum and maximum salaries for Pay Grades 44 and 45 are being increased by 10% and the positions of Fire Chief, Police Chief, and Public Works Director are being moved to Pay Grade 45 to reflect a more appropriate pay range for hiring negotiations when those vacancies occur. This change has no additional effect on incumbents' salaries as they are well within the pay ranges.

The cost to implement these Pay Plan changes totals \$154,851 in the General Fund and \$18,302 in the Enterprise Funds to be effective 12/31/2016. Should there be line item adjustments needed to the FY 17 budget that would be done with the annual Year-end budget adjustment.

**RECOMMENDATION:**

That the City Commission accept these recommendations and adopt Resolution #990 effective December 31, 2016.

RESOLUTION NO. 990

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN FOR EMPLOYEES OF THE CITY OF LAKE MARY, FLORIDA; PROVIDING FOR AMENDMENT AND EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida, desires to revise its Pay and Classification plan for employees of the City of Lake Mary, Florida; and

WHEREAS, the City of Lake Mary, Florida considers the revision to the Pay and Classification Plan for the employees to be necessary in order to attract qualified persons for employment positions within the City of Lake Mary and to retain employees presently filling positions within the City of Lake Mary.

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

1. The attached Pay and Classification Plan is hereby adopted.
2. The Pay and Classification Plan may be amended from time to time by Resolution.
3. This Resolution shall take effect December 31, 2016.

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

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
MAYOR, DAVID J. MEALOR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CAROL A. FOSTER

**City of Lake Mary**

**FY17 Pay Plan**

<b>CLASSIFICATION:</b>	<b>PAY GRADE</b>	<b>HOURLY RANGE Min</b>	<b>Max</b>	<b>ANNUAL RANGE Min</b>	<b>Max</b>
<b>NON-EXEMPT EMPLOYEES</b>	<b>40 HOUR WEEK</b>		<b>2080 ANNUAL HOURS</b>		
Senior Center Assistant	10	\$8.26	\$11.75	\$17,180.80	\$24,440.00
Recreation Assistant (P/T) Camp Counselor (P/T)	19 19	\$10.36	\$16.19	\$21,548.80	\$33,675.20
Special Events Assistant (P/T)	20	\$10.88	\$17.00	\$22,630.40	\$35,360.00
Events Center Specialist	21	\$11.94	\$18.66	\$24,835.20	\$38,812.80
Meter Reader/Service Technician	21				
Parks Maintenance Specialist I	21				
Public Works Maintenance Specialist I	21				
Staff Assistant	21				
Water Plant Operator/Trainee	21				
Customer Service Rep	22	\$12.55	\$19.59	\$26,104.00	\$40,747.20
Document Imaging Specialist	22				
Records Specialist	22				
Administrative Assistant	23	\$13.19	\$20.58	\$27,435.20	\$42,806.40
Facilities Maintenance Technician I	23				
Lead Recreation Assistant	23				
Permit/Building Specialist	23				
Accounts Payable Clerk	24	\$13.84	\$21.63	\$28,787.20	\$44,990.40
Senior Records Specialist	24				
Community Service Officer	25	\$14.55	\$22.72	\$30,264.00	\$47,257.60
Emergency Communications Operator	25				
Mechanic	25				
Utility Billing Specialist	25				
Events Center Crew Leader	26	\$15.28	\$23.86	\$31,782.40	\$49,628.80
Head Camp Counselor (P/T)	26				
Irrigation Crew Leader	26				
Parks and Events Center Coordinator	26				
Property/Evidence Control Specialist	26				
Facilities Maintenance Technician II	27	\$16.04	\$25.05	\$33,363.20	\$52,104.00
Grounds Maintenance Crew Leader	27				
Helpdesk Technician	27				
Senior Administrative Assistant	27				
Water Plant Operator "C"	27				
Communications Center Supervisor	28	\$16.85	\$26.32	\$35,048.00	\$54,745.60
Events Center Assistant Manager	28				
Permit/Zoning Coordinator	28				
Public Works Crew Leader	28				
Records Administrator	28				
Senior Code Enforcement Officer	28				
Water Plant Operator "B"	28				
Electrician	29	\$17.70	\$27.64	\$36,816.00	\$57,491.20
Human Resources Specialist	29				

**City of Lake Mary**

**FY17 Pay Plan**

<b>CLASSIFICATION:</b>	<b>PAY GRADE</b>	<b>HOURLY RANGE Min</b>	<b>Max</b>	<b>ANNUAL RANGE Min</b>	<b>Max</b>
Code Compliance Inspector	30	\$18.59	\$29.04	\$38,667.20	\$60,403.20
Fire Inspector	30				
Purchasing Coordinator	30				
Deputy City Clerk	31	\$19.53	\$30.50	\$40,622.40	\$63,440.00
Information Systems Analyst	31				
Lead WTP Operator	31				
Accreditation Manager	32	\$20.51	\$32.03	\$42,660.80	\$66,622.40
Administrative Assistant to CM	32				
Building Inspector	32				
Fleet Crew Leader	32				
GIS Specialist	32				
Parks and Facilities Supervisor	32				
Public Works Supervisor	32				
Plans Examiner	33	\$21.54	\$33.63	\$44,803.20	\$69,950.40
Senior Fire Inspector	33				
	34	\$22.62	\$35.30	\$47,049.60	\$73,424.00
	35	\$23.76	\$37.07	\$49,420.80	\$77,105.60
<b>EXEMPT EMPLOYEES</b>				<b>2080 Annual Hours</b>	
Senior Programs Manager	E31	\$19.53	\$30.50	\$40,622.40	\$63,440.00
Business Manager	E33	\$21.54	\$33.63	\$44,803.20	\$69,950.40
Recreation and Events Manager	E33				
Accounting Supervisor	E34	\$22.62	\$35.30	\$47,049.60	\$73,424.00
Business Manager	E34				
Senior Planner	E34				
Information Systems Coordinator	E35	\$23.76	\$37.07	\$49,420.80	\$77,105.60
Assistant Parks & Recreation Director	E37	\$26.19	\$41.30	\$54,475.20	\$85,904.00
Assistant Public Works Director	E37				
City Planner	E37				
Battalion Chief for Training & Safety	E38	\$27.51	\$43.37	\$57,220.80	\$90,209.60
City Clerk	E39	\$28.90	\$45.55	\$60,112.00	\$94,744.00
Finance Manager	E39				
Building Official	E40	\$30.35	\$47.83	\$63,128.00	\$99,486.40
Fire Marshal (Division Chief)	E40				
	E41	\$31.86	\$50.22	\$66,268.80	\$104,457.60
City Engineer	E42				
Deputy Fire Chief	E42	\$33.79	\$52.74	\$70,283.20	\$109,699.20
Deputy Police Chief	E42				
Human Resources Manager	E42				

**City of Lake Mary**

**FY17 Pay Plan**

<b>CLASSIFICATION:</b>	<b>PAY GRADE</b>	<b>HOURLY RANGE Min</b>	<b>Max</b>	<b>ANNUAL RANGE Min</b>	<b>Max</b>
	E43	\$35.48	\$55.39	\$73,798.40	\$115,211.20
Community Development Director	E44	\$40.19	\$62.72	\$83,595.20	\$130,457.60
Economic Development/Grants Director	E44				
Finance Director	E44				
Parks & Recreation Director	E44				
Fire Chief	E45	\$42.20	\$65.86	\$87,776.00	\$136,988.80
Police Chief	E45				
Public Works Director	E45				
<b>FIRE - 2912 NON-EXEMPT EMPLOYEES</b>		<b>56 HOUR WEEK</b>		<b>2912 ANNUAL HOURS</b>	
Firefighter/EMT/Paramedic	127	\$12.98	\$19.88	\$37,797.76	\$57,890.56
*Paramedic Incentive \$8,000 (\$307.70 Bi-Weekly)					
	132	\$16.60	\$25.40	\$48,339.20	\$73,964.80
Fire Lieutenant EMT/Paramedic					
*Paramedic Incentive \$8,000 (\$307.70 Bi-Weekly)	133	\$17.43	\$26.66	\$50,756.16	\$77,633.92
	E136	\$18.55	\$28.40	\$54,017.60	\$82,700.80
	E137	\$19.48	\$29.81	\$56,725.76	\$86,806.72
Battalion Chief	E138	\$20.46	\$31.30	\$59,579.52	\$91,145.60
*Paramedic Incentive \$8,000 (\$307.70 Bi-Weekly)					
<b>POLICE - 2184 NON-EXEMPT EMPLOYEES</b>		<b>42 HOUR WEEK</b>		<b>2184 ANNUAL HOURS</b>	
Police Officer	228	\$18.18	\$27.81	\$39,705.12	\$60,737.04
Reserve Officer (P/T)					
Police Officer First Class	230	\$20.05	\$30.68	\$43,789.20	\$67,005.12
Sergeant	233	\$23.24	\$35.57	\$50,756.16	\$77,684.88
Sergeant - Training					
Police Lieutenant	E38	\$27.51	\$43.37	\$60,081.84	\$94,720.08
Captain	E39	\$28.90	\$45.55	\$63,117.60	\$99,481.20



## **CITY MANAGER'S REPORT**

DATE: December 15, 2016  
TO: Mayor and City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: City Manager's Report

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### **ITEMS FOR COMMISSION ACTION:**

1. Vehicle & Equipment Replacements for FY 2017.

### **ITEMS FOR COMMISSION INFORMATION:**

1. Monthly Department Reports – October & November.



## **CITY MANAGER'S REPORT**

DATE: December 15, 2016  
TO: Mayor and City Commission  
FROM: Bruce Paster, P.E., Director of Public Works  
VIA: Jackie Sova, City Manager  
SUBJECT: Vehicle & Equipment Replacements for FY 2017

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**DISCUSSION:** The FY 2017 budget includes the replacement of:

- 5 – Public Works vehicles
- 2 – Community Development vehicles
- 1 – Parks & Recreation vehicle
- 11 – Police vehicles

Attached is a table which lists each vehicle being replaced, the approved budget for the replacement, the replacement vehicle, and the vendor and vendor's cost for each item. Dana Safety Supply is providing complete lighting equipment packages as well as window tint and decals where appropriate. Digital-Ally is providing the in-car camera systems for the Police vehicles which require them.

Vehicles are being purchased under the following contracts:

- Florida Sheriffs Assoc. FSA 16-VEH14.0
- Florida Sheriffs Assoc. FSA 16-VEH24.0
- Tallahassee Contract #1489, RFP #0233-06-BM-TC

The total cost of the nineteen (19) replacement vehicles with appurtenances is \$804,824.18. Funding for these purchases was approved in the vehicle replacement budget in the amount of \$871,700.00. We are also requesting that eighteen (18) of the existing vehicles listed be declared surplus. Vehicle #134, the 1995 Caterpillar front-end loader, will be retained as a yard loader to assist Public Works as its trade-in value is minimal.

**RECOMMENDATION:** Request Commission authorize purchase of five (5) new Public Works vehicles, two (2) new Community Development vehicles, one (1) new Parks and Recreation vehicle, and eleven (11) new Police vehicles; and also appurtenances as described above. In addition, surplus vehicle #47, #72, #74, #78, #13, #71, #546, #2213 #2224, #2229, #2232, #2237, #2245, #2254, #2264, #2267, #2269, and #2271, and authorize City Manager to dispose of same.

VEHICLE REPLACEMENT SCHEDULE  
FY-2017

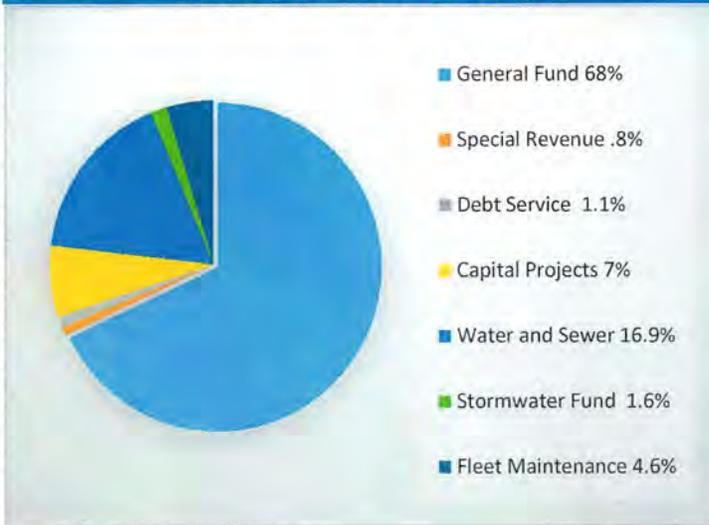
Veh #	Description	Department	Budget	Replacement	Vendor	Cost	Vendor	Cost	Vendor	Cost	Total Cost
1 134	95 Caterpillar Loader	Public Works	\$200,000	Caterpillar 938M Loader	Ring Power (CAT)	\$199,119					\$199,119.00
2 47	99 Crosley Trailer (Probe/Jetter Trailer)	Public Works	\$21,000	Multiquip WT5C Water Trailer	Walker Miller Equip.	\$6,045					\$6,045.00
3 72	06 Ford Ranger Extend Cab	Public Works	\$30,500	Ford F-150	Hub City Ford	\$22,499	Dana Safety Supply	\$3,438.00			\$25,937.00
4 74	08 Ford Ranger Ext Cab	Public Works	\$35,000	Ford Explorer Unmarked	Duval Ford	\$28,142	Dana Safety Supply	\$5,120.50			\$33,262.50
5 78	10 Ford F-250 Pick-Up Diesel	Public Works	\$34,500	Ford F-250	Duval Ford	\$31,087	Dana Safety Supply	\$4,272.26			\$35,359.26
6 13	05 Nissan Altima	Com Dev	\$23,200	Ford Escape	Hub City Ford	\$21,688	Dana Safety Supply	\$2,632.00			\$24,320.00
7 71	06 Ford Escape	Com Dev	\$30,500	Ford F-150	Hub City Ford	\$22,499	Dana Safety Supply	\$3,368.00			\$25,867.00
8 546	08 Kubota Tractor	Parks & Rec	\$38,200	Kubota Tractor	Futch's Tractor Depot	\$40,959.85					\$40,959.85
9 2213 05	Chevy Impala Unmarked (Det)	Police	\$47,600	Ford Explorer Unmarked	Duval Ford	\$27,247	Dana Safety Supply	\$10,478.10	Digital-Ally	\$4,025	\$41,750.10
10 2224 05	Kawasaki Mule Marked 4x4	Police	\$26,000	Kawasaki Mule	ARS Power Sports	\$14,874	Dana Safety Supply	\$1,332.00			\$16,206.00
11 2229 07	Ford Crown Vic Marked (Sch Resource)	Police	\$32,700	Ford Explorer Marked	Duval Ford	\$27,247	Dana Safety Supply	\$14,071.27	Digital-Ally	\$4,025	\$45,343.27
12 2232 08	Chevy Impala Unmarked	Police	\$34,000	Ford Explorer Unmarked	Duval Ford	\$24,478	Dana Safety Supply	\$5,327.40			\$29,805.40
13 2237 08	Chevy Impala Unmarked	Police	\$37,200	Ford Taurus Unmarked	Hub City Ford	\$22,883	Dana Safety Supply	\$3,869.00			\$26,752.00
14 2245 08	Chevy Impala Marked (Sch Resource)	Police	\$32,700	Ford F-150	Hub City Ford	\$28,772	Dana Safety Supply	\$5,275.79			\$34,047.79
15 2254 10	Ford Crown Vic Marked K-9	Police	\$58,200	Ford Explorer Unmarked	Duval Ford	\$27,247	Dana Safety Supply	\$10,478.10	Digital-Ally	\$4,025	\$41,750.10
16 2264	12 Ford Escape Marked (C.R.)	Police	\$47,600	Ford Explorer Marked	Duval Ford	\$27,247	Dana Safety Supply	\$14,071.27	Digital-Ally	\$4,025	\$45,343.27
17 2267	12 Ford Escape Marked (Dare)	Police	\$47,600	Ford Explorer Marked	Duval Ford	\$27,247	Dana Safety Supply	\$14,071.27	Digital-Ally	\$4,025	\$45,343.27
18 2269 12	Chevy Impala Marked	Police	\$47,600	Ford Explorer Marked	Duval Ford	\$27,247	Dana Safety Supply	\$14,071.27	Digital-Ally	\$4,025	\$45,343.27
19 2271 12	Chevy Impala Marked	Police	\$47,600	Ford Explorer Marked	Duval Ford	\$27,247	Dana Safety Supply	\$10,998.10	Digital-Ally	\$4,025	\$42,270.10
			\$871,700								\$804,824.18

Vendor	Purchasing Contracts
ARS Power Sports	FSA 16-VEH14.0
Dana Safety Supply	Tallahassee Contract #1489, RFP #0233-06-BM-TC
Digital-Ally	Evaluated Source
Duval Ford	FSA 16-VEH14.0 and FSA 16-VEH24.0
Futch's Tractor Depot	FSA 16-VEH14.0
Hub City Ford	FSA 16-VEH24.0
Ring Power (CAT)	FSA 16-VEH14.0
Walker Miller Equip.	Obtained three competitive quotes

## City of Lake Mary Budget Snapshot as of October 31, 2016

(8.33% of fiscal year elapsed)

### Fiscal Year 2016 - 2017 Adopted Budget



### General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 7,138,594	\$ 521	0.0%
Franchise & Utility Taxes	5,622,822	41,858	0.7%
Business Tax Receipts	122,000	14,105	11.6%
Permits	687,500	89,697	13.0%
Fines & Forfeitures	77,000	5,963	7.7%
Intergovernmental	1,806,385	31,331	1.7%
Charges for Services	1,657,700	133,280	8.0%
Investment Income/Other	212,000	23,626	11.1%
Operating Transfers In	1,200,000	100,000	8.3%
<b>Total Revenues</b>	<b>\$ 18,524,001</b>	<b>\$ 440,381</b>	<b>2.4%</b>

### General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 99,684	\$ 6,687	6.7%
City Manager	681,148	37,581	5.5%
City Attorney	110,000	-	0.0%
City Clerk	245,492	12,895	5.3%
General Government	979,838	19,549	2.0%
Risk Management	17,000	-	0.0%
Finance	557,160	28,625	5.1%
Information Systems	324,051	13,630	4.2%
Community Development	367,946	20,081	5.5%
Building	502,188	34,027	6.8%
Facilities Maintenance	400,601	18,694	4.7%
Police Operations	5,241,054	392,741	7.5%
Fire Combat	5,044,481	315,567	6.3%
Fire Prevention	419,563	34,515	8.2%
Support Services	999,415	52,542	5.3%
PW Admin & Engineering	373,887	20,616	5.5%
Streets/Sidewalks	596,448	20,869	3.5%
Parks & Recreation	1,846,532	113,704	6.2%
Events Center	451,534	42,806	9.5%
Community Center	193,296	19,598	10.1%
Senior Center	113,885	6,299	5.5%
Tennis Center	52,128	2,640	5.1%
Transfers Out	1,555,207	104,601	6.7%
<b>Total Expenditures</b>	<b>\$ 21,172,538</b>	<b>\$ 1,318,267</b>	<b>6.2%</b>
<i>Fund Balance Forward</i>	13,050,138	15,895,706	121.8%
<b>Current Fund Balance</b>	<b>\$ 10,401,601</b>	<b>\$ 15,017,820</b>	<b>144.4%</b>

### Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 336,928	\$ 336,928	100.0%
<b>Expenditures</b>			
PIRRB Series 2012 - Prin	\$ 254,000	\$ 254,000	100.0%
PIRRN Series 2012 - Int	\$ 79,867	\$ 41,464	51.9%

### Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 25,500	\$ 1,062	4.2%
Cemetery Sales	4,000	-	0.0%
Fines & Forfeitures	7,000	808	11.5%
Investment Income/Other	3,485	511	14.7%
<b>Total</b>	<b>\$ 39,985</b>	<b>\$ 2,381</b>	<b>6.0%</b>

### Expenditures

Expenditures	Budget	Year-to-Date	%
Training	\$ 23,000	\$ -	0.0%
Operating & DARE	29,400	4,803	16.3%
Contributions	-	-	0.0%
Capital	30,000	-	0.0%
Heritage Park	170,500	-	0.0%
Cemetery Operations	8,600	373	4.3%
<b>Total</b>	<b>\$ 261,500</b>	<b>\$ 5,176</b>	<b>2.0%</b>

<i>Fund Balance Forward</i>	456,364	456,364	100.0%
<b>Current Fund Balance</b>	<b>\$ 234,849</b>	<b>\$ 453,569</b>	<b>193.1%</b>

### Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 3,000	\$ 208	6.9%
Grants	-	-	0.0%
Intergovernmental/Other	1,402,474	63,928	4.6%
Transfers In	970,000	55,833	5.8%
<b>Total</b>	<b>\$ 2,375,474</b>	<b>\$ 119,969</b>	<b>5.1%</b>

### Expenditures

Capital Projects	2,179,763	-	0.0%
<b>Total</b>	<b>\$ 2,179,763</b>	<b>\$ -</b>	<b>0.0%</b>

<i>Fund Balance Forward</i>	888,339	888,339	100.0%
<b>Current Fund Balance</b>	<b>\$ 1,084,050</b>	<b>\$ 1,008,308</b>	<b>93%</b>

### Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,100,000	\$ 193,954	9.2%
Sewer Revenue	2,050,000	196,530	9.6%
Reclaimed Water	210,000	20,762	9.9%
Water Impact Fees	50,000	141,594	283.2%
Sewer Impact Fees	5,000	60,963	1219.3%
Investment Income/Other	189,000	40,297	21.3%
<b>Total</b>	<b>\$ 4,604,000</b>	<b>\$ 654,100</b>	<b>14.2%</b>

### Expenditures

Operating Expenses	1,885,665	106,702	5.7%
Capital Projects	564,750	-	0.0%
Wholesale swr/reclaimed	1,580,000	129,194	8.2%
Transfers Out	1,240,600	100,000	8.1%
<b>Total</b>	<b>\$ 5,271,015</b>	<b>\$ 335,896</b>	<b>6.4%</b>

<i>Beg Unrestrict Net Assets</i>	13,905,665	13,905,665	100.0%
<b>Available Net Assets</b>	<b>\$ 13,238,650</b>	<b>\$ 14,223,869</b>	<b>107.4%</b>

### Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 400,000	\$ 34,509	8.6%
Interest/Other	3,000	334	11.1%
<b>Total</b>	<b>\$ 403,000</b>	<b>\$ 34,843</b>	<b>8.6%</b>

### Expenditures

Operating Expenses	294,567	14,160	4.8%
Capital Projects	200,000	-	0.0%
<b>Total</b>	<b>\$ 494,567</b>	<b>\$ 14,160</b>	<b>2.9%</b>

<i>Unrestricted Net Assets</i>	374,906	374,906	100.0%
<b>Available Net Assets</b>	<b>\$ 283,339</b>	<b>\$ 395,589</b>	<b>139.6%</b>

### Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 1,252,316	\$ 80,210	6.4%
<b>Expenditures</b>			
Operating Costs	\$ 314,185	\$ 16,309	5.2%
Vehicle Purchases	\$ 1,133,700	\$ -	0.0%

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

Account Code	Description	2013 Actual	2014 Actual	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	% FYTD
311-10	Millage Rate	3.6355	3.5895	3.5895	3.5895	3.5895	3.5895	3.5895	
	Ad valorem tax	\$ 6,029,358	6,146,678	6,385,066	6,760,607	6,866,829	7,138,594	521	0.01%
	Franchise & Utility:								
313-10	Duke Energy - Franchise	1,128,047	1,146,509	1,169,179	1,156,874	1,098,586	1,050,000	-	
313-11	FP&L - Franchise	535,600	591,267	545,849	579,908	469,974	545,500	-	
313-40	Propane - Franchise	5,864	8,367	9,280	8,671	5,493	7,000	-	
313-70	Solid Waste - Franchise	428,368	441,060	492,835	505,000	538,315	530,000	41,858	7.90%
	Total Franchise	2,097,879	2,187,203	2,217,143	2,250,453	2,112,368	2,132,500	41,858	1.96%
314-10	Duke Energy - Utility	1,288,610	1,310,121	1,286,439	1,317,217	1,328,581	1,250,000	-	
314-11	FP&L - Utility	648,297	729,688	747,297	732,236	752,873	705,000	-	
314-20	Telecommunications	2,093,587	1,746,328	1,647,456	1,838,815	1,525,228	1,479,322	-	
314-80	Propane Gas - Utility	40,838	52,307	54,645	55,463	51,435	56,000	-	
	Total Utility	4,071,332	3,838,444	3,735,837	3,943,731	3,658,117	3,490,322	-	
	Total Franchise & Utility	6,169,211	6,025,647	5,952,980	6,194,184	5,770,485	5,622,822	41,858	0.74%
	Licenses and Permits:								
321-60	Business Tax Receipts	118,964	117,319	121,639	121,900	126,095	122,000	14,105	11.56%
322-10	Building Permits	1,543,828	864,080	926,988	365,270	81,153	600,000	80,037	13.34%
322-20	Electrical Permits	45,976	77,580	39,037	28,871	81,153	32,000	5,041	15.75%
322-30	Plumbing Permits	30,639	28,629	20,018	20,212	31,440	24,000	2,642	11.01%
322-40	Mechanical Permits	32,685	50,765	38,298	18,790	53,552	31,500	1,977	6.28%
	Total Licenses & Permits	1,772,092	1,138,373	1,145,980	555,043	292,240	809,500	103,802	12.82%
	Fines & Forfeitures:								
351-10	Court Fines	69,858	71,304	54,473	58,000	48,957	58,000	5,863	10.11%
351-30	False Alarm Fees	3,950	500	1,000	500	2,150	1,000	100	10.00%
351-50	Violation of Local Ordin.	33,586	47,850	44,588	15,000	18,896	18,000	-	
	Total Fines & Forfeitures	107,394	119,654	100,061	73,500	70,003	77,000	5,963	7.74%
	Intergovernmental:								
312-41	Local Option Gas Tax	249,978	250,577	260,382	260,987	269,194	274,625	-	
334-00	Grants	2,096	20,860	20,185	18,215	18,215	4,560	-	
335-12	Slate Rev. Share/Gas Tax	293,595	319,579	360,889	371,964	382,650	413,040	31,315	7.58%
335-14	Mobile Home License	114	71	117	70	264	70	16	22.86%
335-15	Alcoholic Beverage Lic.	5,572	20,052	12,099	12,500	979	11,500	-	
335-18	1/2 Cent Sales Tax	834,141	880,882	974,881	1,015,962	1,009,414	1,088,090	-	
335-20	Firefighter Supplement	11,740	14,355	14,040	14,040	14,643	14,500	-	
	Total Intergovernmental	1,397,236	1,506,376	1,642,593	1,693,738	1,695,359	1,806,385	31,331	1.73%

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

Account Code	Description	2013 Actual	2014 Actual	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	% FYTD
<b>Charges for Services:</b>									
341-80	County Business License	10,836	11,098	11,199	11,200	11,769	11,200	2,873	25.65%
341-21	Zoning Fees	22,074	20,334	21,559	10,500	40,994	15,000	3,258	21.72%
341-22	Site Plan Fees	10,200	12,849	4,800	6,500	10,050	11,000	-	
342-10	Police Services	57,744	50,067	60,941	45,000	92,951	126,000	11,861	9.41%
342-60	Rescue Transport Fees	597,065	513,365	623,215	600,000	732,071	625,000	49,843	7.97%
347-10	Events Center Rental	489,532	533,740	565,101	590,000	569,868	585,000	51,942	8.88%
347-15	Community Center	-	21,147	73,571	85,000	88,225	90,000	7,645	8.49%
347-20	Summer Camp Fees	-	51,475	73,170	70,000	55,770	60,000	-	
347-30	Farmers Market	29,719	23,107	22,897	23,000	23,845	25,000	1,709	6.84%
347-40	Skate Park Fees	4,221	3,198	3,243	4,000	2,624	4,000	2	0.05%
347-45	Splash Park Fees	22,811	25,760	24,473	25,000	23,140	23,000	320	1.39%
347-50	Park Rentals	1,082	783	2,309	2,500	1,953	2,500	75	3.00%
347-60	Sports Complex Rentals	29,288	30,620	29,534	32,000	33,399	32,000	455	1.42%
347-70	Softball Leagues	16,575	14,050	14,975	15,000	14,717	15,000	-	
347-80	Concession Revenues	2,435	7,326	11,512	10,000	11,766	12,000	1,297	10.81%
347-90	Tennis Center Revenues	40,729	23,364	22,870	18,000	21,936	21,000	2,000	9.52%
	<b>Total Charges for Services</b>	<b>1,334,311</b>	<b>1,342,283</b>	<b>1,565,369</b>	<b>1,547,700</b>	<b>1,735,078</b>	<b>1,657,700</b>	<b>133,280</b>	<b>8.04%</b>
<b>Other:</b>									
361-10	Interest	(1,038)	173,777	188,214	130,000	80,885	115,000	13,904	12.09%
363-10	Streelighting	32,484	32,729	32,945	32,000	32,921	32,000	2,768	8.65%
364-00	Sale of Capital Assets	388	701	2,362	-	2,729	-	327	
369-00	Other Miscellaneous Rev.	126,900	151,663	140,794	65,000	126,748	65,000	6,627	10.20%
	<b>Total Other Revenue</b>	<b>158,734</b>	<b>358,870</b>	<b>364,315</b>	<b>227,000</b>	<b>243,283</b>	<b>212,000</b>	<b>23,626</b>	<b>11.14%</b>
<b>Transfers In:</b>									
381-00	Transfers from W&S	900,000	985,000	1,015,000	1,100,000	1,100,000	1,200,000	100,000	8.33%
381-00	Transfers from Cemetery FD	900,000	985,000	1,015,000	1,100,000	1,100,000	1,200,000	100,000	8.33%
	<b>Total Transfers In</b>	<b>17,868,336</b>	<b>17,622,881</b>	<b>18,171,364</b>	<b>18,151,772</b>	<b>17,773,277</b>	<b>18,524,001</b>	<b>440,381</b>	<b>2.38%</b>
	<b>Total General Fund Revenue</b>	<b>16,369,093</b>	<b>17,541,260</b>	<b>15,368,972</b>	<b>15,100,523</b>	<b>15,895,706</b>	<b>13,050,138</b>	<b>15,895,706</b>	<b>121.80%</b>
	<b>Carry-forward Fund Balance</b>	<b>\$ 34,237,429</b>	<b>35,164,141</b>	<b>33,540,336</b>	<b>33,252,295</b>	<b>33,668,983</b>	<b>31,574,139</b>	<b>16,336,087</b>	<b>51.74%</b>

FINANCE DEPARTMENT  
MONTHLY REPORT  
October 2016

<b>Purchasing/AP Activity</b>	<b>Oct-16</b>	<b>FYTD</b>	<b>Oct-15</b>	<b>FYTD</b>
Purchase Orders Encumbered	38	38	127	127
Bids/RFPs Processed	0	0	1	1
Express Purchase Orders Processed	5	5	14	14
Express P.O. - Average \$ Value	\$119		\$155	
Checks Issued to Vendors	220	220	205	205
P-Card Transactions	309	309	314	314
P-Card Average \$ Value	\$119		\$117	

<b>Accounting/Payroll Activity</b>				
Journal entries Prepared and Posted	38	38	43	43
Items Deposited	2,641	2,641	2,959	2,959
Deposited Items Returned	2	2	7	7
Credit/Debit Card transactions	664	664	602	602
Credit/Debit Card Sales	\$135,363	\$135,363	\$108,447	\$108,447
Employees Paid	398	398	573	573

<b>Utilities Activity</b>				
Utility Refund Checks	19	19	19	19
Utility Turn-offs for Non-payment	19	19	45	45
Door Hangers for Non-pay prepared	139	139	201	201
Utility Service Complaints Handled	51	51	10	10
Existing Utility Accounts Closed	58	58	53	53
New Utility Accounts Opened	58	58	68	68
Utility Bank Draft Customers	1,285		1,206	
Electronic Utility Payments	1,105	1,105	1,086	1,086
Paperless Billing Customers	712		715	
Current Residential Water Customers	4,785		4,756	
Current Residential Sewer Customers	2,577		2,590	
Current Residential Garbage Customers	5,082		5,032	
Current Commercial Water Customers	456		459	
Current Commercial Sewer Customers	391		389	
Current Commercial Garbage Customers	250		248	

<b>IT Activity</b>				
Helpdesk tickets logged	145	145	156	156
Computer/Server/Network tickets	142	142	157	157
Cell Phone tickets	8	8	4	4
Helpdesk tickets resolved	150	150	161	161
Average resolution time (days)	1		1	
Intranet/Website Updates	6	6	6	6
Unique Website Visitors	21,169	21,169	18,287	18,287

<b>Items of Interest During Reporting Period</b>



## MEMORANDUM

DATE: December 15, 2016  
 TO: Mayor and City Commission  
 FROM: Bryan Nipe, Parks and Recreation Director  
 VIA: Jackie Sova, City Manager  
 SUBJECT: Parks and Recreation Update for October 2016

### Facilities Maintenance

- Developing mechanical plans for chiller replacement at PD
- Station 33 roof replacement to be completed in early December.
- The HVAC control system update at City Hall has been completed

Work Order Category	Oct-16	YTD-16	Oct-15	YTD-15
labor	\$4,431.43	\$4,431.43	\$8,675.06	\$8,675.06
materials	\$3,020.81	\$3,020.81	\$3,651.50	\$3,651.50
contractor	\$468.50	\$468.50	\$89.95	\$89.95
total	\$7,920.74	\$7,920.74	\$12,416.51	\$12,416.51

### Parks Maintenance

- A paver project around the Christmas tree was completed in October.
- Holiday decorating has begun.
- Provided assistance to Public Works in roadway cleanup from Matthew during October.
- The Department welcomes two new staff members; John Skimelis and Brian Yeager

## Lake Mary Museum

- There was a total of 345 visitors in October of which 265 were audience members of the Magical Night at the Enchanted Museum.
- At full capacity of available reservations the Tuesday before the event.
- Took in \$350 in donations that night.
- With Halloween over the museum is now focusing on the Festival of Trees.
- The Annual Open House will be Sunday, December 4th from 2-4PM.

## Community Center

- |          |  |
|----------|--|
| Rentals  | <ul style="list-style-type: none"> <li>• Started the new fiscal year off slightly ahead of FY15 October revenue (up 0.2%).</li> <li>• Number of rentals in the month was up 12.8% compared to last October.</li> <li>• Non-revenue usage (HOA meetings) was consistent with last October.</li> </ul>             |
| Programs | <ul style="list-style-type: none"> <li>• The numbers of classes for the month are down slightly (15.3%) compared to FY15 October. This was partly due to Hurricane Matthew, which caused the cancellation of 7 classes.</li> <li>• All partner programs continue to show healthy class participation.</li> </ul> |

Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	61	72	61	72
non-revenue uses	11	11	11	11
rentals	34	29	34	29
summer camp	\$0.00	\$0.00	\$0.00	\$0.00
rental revenue	\$7,645.30	\$7,630.20	\$7,645.30	\$7,630.20
total revenue	\$7,645.30	\$7,630.20	\$7,645.30	\$7,630.20
expenses	\$19,598.44	\$17,641.95	\$19,598.44	\$17,641.95

## Sports Complex

- |                            |  |
|----------------------------|--|
| Rentals                    | <ul style="list-style-type: none"> <li>• The YMCA rented Field #3 and soccer field to run a soccer program and flag football program. This was the first time the outfield of Field #3 was used for soccer or flag football and proved to be successful.</li> </ul>  |
| Programs                   | <ul style="list-style-type: none"> <li>• LMLL and Soccer Shots continued their fall programs.</li> <li>• Baby Boot Camp is slowly building their program at the Sports Complex and Trailblazer Park, averaging four participants each class.</li> </ul>  |
| Skate Park & Batting Cages | <ul style="list-style-type: none"> <li>• Skate Park continues to see a sharp decline in usage, with only 18 users at the park during the entire month. Compared to FY15 October park user number of 172, the decline is a steep 89.5%. Proposed changes to the fee structure should see an increase in participation.</li> <li>• Batting cages were still predominantly operated by the concession stand during the month, but 33 tokens were used during recreation staff hours of operation, which is very close to the usage realized in FY October (36 tokens).</li> </ul> |

Splash Pad	<ul style="list-style-type: none"> <li>Splash pad operated weekends only in the month and closed for the season on October 23rd.</li> <li>Revenue for the month was down slightly (1.2%) compared to FY15 October. Hurricane Matthew had a direct effect.</li> </ul>			
Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
sports complex rentals	\$455.00	\$1,767.80	\$455.00	\$1,767.80
leagues	\$0.00	\$400.00	\$0.00	\$400.00
concession (Trailhead & Sports Comp.)	\$1,296.66	\$23.37	\$1,296.66	\$23.37
skate park	\$1.87	\$277.67	\$1.87	\$277.67
splash park	\$319.63	\$323.39	\$319.63	\$323.39
total revenue	\$2,073.16	\$2,792.23	\$2,073.16	\$2,792.23

## Central Park

Farmer's Market	<ul style="list-style-type: none"> <li>Revenue numbers down a bit due to cancellation of a market day for Hurricane Matthew.</li> </ul>			
Rental	<ul style="list-style-type: none"> <li>One rental completed in the month.</li> <li>Annual Halloween Spooktacular event was held on October 29th. The event was another great success and featured 16 sponsors handing out candy to trick-or-treaters, a kiddie train, movie in the park, and DJ entertainment. Of the survey respondents, 77.77% rated the event either "Excellent" or "Very Good" while the remaining respondents indicated the event was "Good."</li> </ul>			
Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
park rentals	\$75.00	\$0.00	\$75.00	\$0.00
farmers market	\$1,708.86	\$2,120.25	\$1,708.86	\$2,120.25
total revenue	\$1,783.86	\$2,120.25	\$1,783.86	\$2,120.25

## Events Center

	<ul style="list-style-type: none"> <li>Hosted 19 weddings and 10 corporate events in the month of October.</li> <li>NAPA and Veritas both returned for their two-day annual meetings/training.</li> <li>One corporate event and one wedding cancelled because of Hurricane Matthew.</li> <li>The Hispanic Chamber of Commerce hosted two meetings in the Conference Room in October.</li> <li>Elevation Health, Flagler Hospital, and Employee Association Forum all hosted events here.</li> <li>Held 1 mediation during the month of October.</li> </ul>			
Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	2	0	2	0
rentals	29	27	29	27
catering revenue	\$3,506.28	\$5,873.79	\$3,506.28	\$5,873.79
rental revenue	\$48,436.00	\$48,025.75	\$48,436.00	\$48,025.75
total revenue	\$51,942.28	\$53,899.54	\$51,942.28	\$53,899.54
expenses	\$42,806.25	\$44,256.99	\$42,806.25	\$44,256.99

## Tennis Center

- Hosted two USTA youth tournaments in October.
- USTA High School Team Tennis Tournament had 30 participants and Jr. Team Tennis Tournament 10U and 12U divisions had 14 participants.

Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	171	154	171	154
revenue	\$2,000.00	\$2,258.90	\$2,000.00	\$2,258.90
expenses	\$2,639.47	\$3,019.92	\$2,639.47	\$3,019.92

## Senior Center

- Annual Halloween Party was a great success. Participation was maxed out at 60 and a little more than half dressed up in costumes. Lunch was catered by a local restaurant and entertainment was our belly dance instructor and many games.
- Senior Center Renovation is out for bid.

Revenue	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	126	131	126	131
individual participants	2223	2166	2223	2166
revenue	\$253.97	\$208.32	\$253.97	\$208.32
expenses	\$6,298.67	\$7,298.03	\$6,298.67	\$7,298.03

## Totals for Revenue Generating Facilities

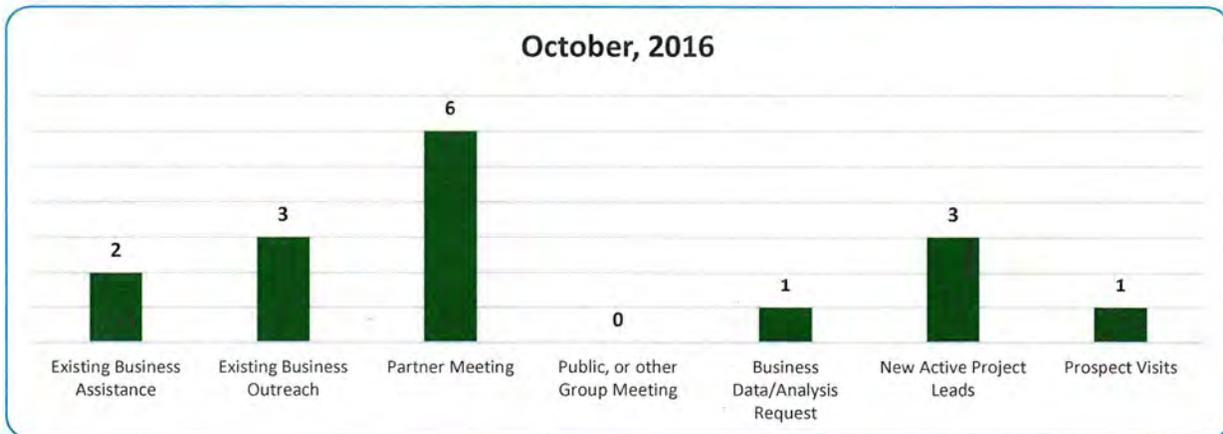
	October 2016	Current YTD	October 2015	Previous YTD
Total Revenue	\$65,698.57	\$65,698.57	\$68,909.44	\$68,909.44
Total Expenses	\$79,263.57	\$79,263.57	\$84,633.40	\$84,633.40
	-13,565.00	-13,565.00	-15,723.96	-15,723.96

# City of Lake Mary - Economic Development Activity Report

## Activity Summary

City of Lake Mary, Economic Development Activity <u>Summary</u>	
October, 2016	
<u>Activity Code</u>	<u>Explanation</u>
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	October, 2016
Existing Business Assistance	2
Existing Business Outreach	3
Partner Meeting	6
Public, or other Group Meeting	0
Business Data/Analysis Request	1
New Active Project Leads	3
Prospect Visits	1
<b>Total Count</b>	<b>16</b>



<u>Milestones</u>	October, 2016
<p><b>Active month for new active project leads. Responded to three confidential RFP's for companies seeking to relocate to Lake Mary.</b></p>	

**City of Lake Mary -  
Economic Development Activity Report**

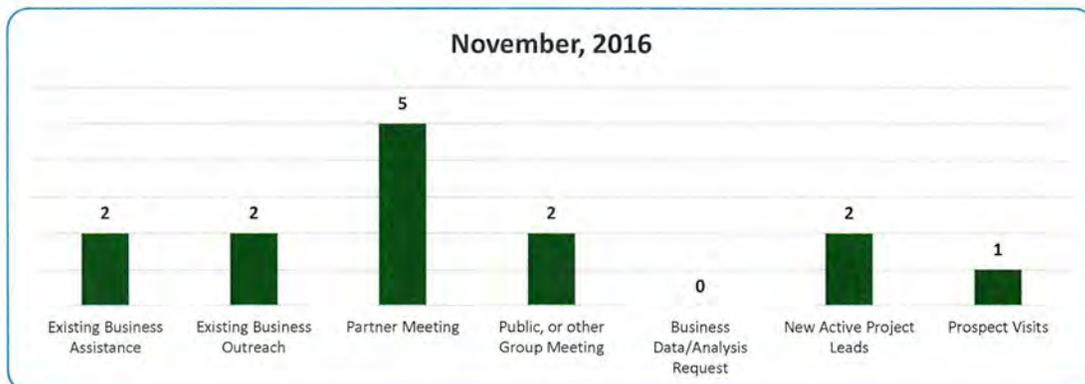
<u>Activity Detail</u>			
City of Lake Mary, Economic Development Activity <u>Log</u>			
October, 2016			
Name	Date	Activity Code	Explanation
Tom	10/3/16	New Active Project Leads	Visit with existing Lake Mary business to discuss accreditation and process for adding an academy to its existing business.
Tom	10/3/16	New Active Project Leads	Responded to a new active project referral from Enterprise Florida. Project involves a manufacturer servicing the Aviation industry.
Tom	10/5/16	Partner Meeting	Participated in CareerSource Summit in Daytona Beach, Florida. Roll-out of the new Florida-Flex workforce training grant.
Tom	10/11/16	Existing Business Outreach	Chamber's Lake Mary Council Meeting.
Tom	10/12/16	New Active Project Leads	Response to an RFP for a new active project involving a call center.
Tom	10/13/16	Existing Business Outreach	Meeting with new Civil Engineering Firm located in Sanford with extensive grant writing experience. Discussed applying for a TIGER grant to help fund the stair-step park project.
Tom	10/14/16	Existing Business Assistance	Coordination with the Hispanic Chamber's Seminole County Leads group (HCCMO). Lake Mary will become the new meeting place for the committee whose focus is business development of Hispanic owned businesses.
Tom	10/18/16	Existing Business Assistance	Meeting with national home builder to discuss a new housing concept for Lake Mary. The company is interested in building an active adult condominium community. They have selected a site of interest, but cannot achieve the density needed.
Tom	10/20/16	Existing Business Outreach	Ribbon cutting for Griffin Farm at Midtown.
Tom	10/21/16	Partner Meeting	Meeting with Lake County economic development to discuss future partnerships now that the Wekiva Parkway is underway.
Tom	10/21/16	Partner Meeting	Municipal Economic Developer Organization meeting (MEDO).
Tom	10/25/16	Partner Meeting	Meeting with County to discuss coordination for Project Momentum.
Tom	10/28/16	Partner Meeting	Visit to Crooms Academy of Information Technology (AOIT). Follow-up action includes introducing firms that hire IT talent to the AOIT.
Tom	Ongoing	Business Data/Analysis Request	A few requests for demographic and employment data from internal and external customers.
Tom	Ongoing	Partner Meeting	Various project meetings associated with Project Momentum with a target hearing date in November 2016.

## City of Lake Mary - Economic Development Activity Report

### Activity Summary

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

Activity Count	November, 2016
Existing Business Assistance	2
Existing Business Outreach	2
Partner Meeting	5
Public, or other Group Meeting	2
Business Data/Analysis Request	0
New Active Project Leads	2
Prospect Visits	1
<b>Total Count</b>	<b>14</b>



Milestones	November, 2016
<b>Presentation to Leadership Seminole Class on Economic Development Day.</b>	
<b>Final City approval of Project Momentum (Deloitte Consulting). The project involves the creation of 850 new jobs, bringing Deloitte's Lake Mary total job count to 1,850.</b>	
<b>Put together a format and materials for a Growth and Development Workshop with the City Commission that took place on November 17, 2016.</b>	

**City of Lake Mary -  
Economic Development Activity Report**

<u>Activity Detail</u>			
<b>City of Lake Mary, Economic Development Activity <u>Log</u></b>			
<b>November, 2016</b>			
<b>Name</b>	<b>Date</b>	<b>Activity Code</b>	<b>Explanation</b>
Tom	11/2/16	Existing Business Assistance	First Step meeting with developer interested in building off Skyline Drive. The site was originally planned to be an FDOT pond site for I-4 Beyond the Ultimate. Staff worked with FDOT to consider an alternative site, so this site can move forward with development.
Tom	11/3/16	New Active Project Leads	City approval of Project Momentum (Deloitte Consulting Phase 2). This project represents the culmination of various efforts over the past year to see Deloitte continue its growth path in Lake Mary.
Tom	11/4/16	Partner Meeting	Preparation and delivery of a presentation on economic development for Leadership Seminole.
Tom	11/8/16	Existing Business Assistance	Invited two UCF incubator companies to the Chamber's Lake Mary Council meeting. This provided an opportunity for the start-up companies to interact with potential customers.
Tom	11/8/16	Existing Business Outreach	Chamber's Lake Mary Council Meeting.
Tom	11/14/16	Partner Meeting	Discussed economic development with City of Winter Springs staff. Extended our willingness to partner and help out.
Tom	11/15/16	New Active Project Leads	Final approval of Project Momentum by the Seminole County Board of County Commissioners.
Tom	11/16/16	Public, or other Group Meeting	Discussed economic development with Seminole State College accounting students.
Tom	11/17/16	Public, or other Group Meeting	Growth and Development Workshop with the City Commission.
Tom	11/18/16	Partner Meeting	Participated in a University of Florida Symposium. Discussed issues that cities are currently facing. The purpose of the meeting was to discuss broadening other university services through each of the local extension offices.
Tom	11/21/16	Partner Meeting	Introduction meeting with Seminole County's new program manager for business retention and expansion.
Tom	11/28/16	Partner Meeting	Meeting with Seminole County to discuss Rinehart Road improvements needed in order to see future growth along the corridor.
Tom	11/30/16	Existing Business Outreach	Meeting with attorney that represents beer and wine interests. Discussed potential location of a brewpub in Lake Mary.



# Lake Mary Police Department

## MONTHLY REPORT - FY 2017 - October

	FY 2017 OCT	FY 2017 YTD	FY 2016 OCT	FY 2016 YTD
<b>Monthly Call Volume</b>	7,382	7,382	5,759	5,759
<b>Response Times (in minutes)</b>				
Priority 1	5.49		3.42	3.42
Priority 2	3.63		4.02	4.02
Priority 3	7.08		7.08	7.08

<b>UCR Crimes</b>				
Murders	0	0	0	0
Sex Offenses, Forcible	1	1	0	0
Robbery	0	0	0	0
Assault/Battery	15	15	14	14
Burglary	1	1	2	2
Theft, all other	21	21	16	16
Motor Vehicle Theft	1	1	1	1
Theft of Motor Vehicle Parts	1	1	2	2
Arson	0	0	0	0
D.U.I.	2	2	3	3

<b>Total Arrests</b>				
Adults	28	28	47	47
Juveniles	1	1	1	1

<b>Traffic Calls</b>				
Crashes	46	46	66	66
Criminal Citations	10	10	19	19
Citations- non criminal	237	237	244	244
Parking citations	4	4	4	4
K9 Deployments	6	5	18	18
Agency Assist; outside Jurisdiction	52	52	56	56

<b>Alarms</b>				
Total	132	132	117	117
Business	91	91	72	72
Residential	41	41	45	45

<b>Total Responses to City Ordinance Violations</b>				
	25	25	29	29



# Lake Mary Police Department

## IMPORTANT EVENTS

### LMPD

- Pfc Jones, Ofc Peets and Code Enforcement Officer Bruce Fleming commended by Chief on professionalism; praised by citizens on selfless acts during incident/aftermath of Hurricane
- Department wide training occurred: Handgun, Rifle, Defensive Tactics, Oleoresin Capsicum (OC) Spray, Less Lethal Munitions, Taser and a scenario based training
- National Night Out event worked by multiple department members; \$4600 raised for Concerns of Police Survivors (COPS)

### Patrol Division

- Ofc Smith and Thompson involved in League of Cities Honor Guard detail
- Both handlers, Pfc DelGenio and Wheeler recertified their K9's; FDLE requirements met
- Ofc Rowe completed Motor School and Traffic Homicide Training
- Ofc Ritter assisted Rapid Deployment Force (RDF) with security details
- Special Ops involved in National Night Out, Halloween Spooktacular event at Central Park and Drug Enforcement Administration (DEA)- Drug Take Back event at the department

### Criminal Investigations Division (CID)

- Matthew Apperson received sentencing--20 years
- Five new cases routed to Economic Crimes; seven inactivated by Det Crutcher
- 13 vehicle burglaries for the month
- CID conducting backgrounds on Law Enforcement Officer and Dispatcher applicants
- Det Thompson completed Homicide Investigations, Background Investigations and Sex Crimes classes

### Community Relations Division (CRD)

- Organized/facilitated National Night Out; annual event for the community--\$4500 raised
- Ofc Matviak attended week long Florida Crime Prevention Association Conference
- Assisted Patrol during Hurricane Matthew
- Discussed Bike Safety and "Saying No to Drugs" with Seminole Science Charter School children
- Gathering information on Web Safety for parents/children; putting together Real Estate Safety Presentation
- Designed/marketed flyer for Coffee with a Cop; met with Starbucks manager to set up event
- Taught five classes on Stranger Danger at Holy Cross Learning Academy
- Created plaque to honor Lake Emma Animal Hospital for their service to the community
- Met with pastor of a community church discussing future partnerships
- Joined Elder Affairs meeting to discuss the senior population in the community
- Designed Halloween Safety documents for parents/children; set up table and connected with community during the City's Annual Spooktacular Event
- Attended Watson Realty "Annual Pumpkin Day" community event

### Records and Evidence Division

- Approved by City Commission; 13 bicycles from Evidence have been donated
- Approximately 243 pounds of unwanted prescription medication turned in; 24 pounds collected during National Drug Take Back Day; all picked up by DEA
- Woods and Greenhut attended 2-day FDLE Evidence Seminar hosted by Seminole County Sheriff's Office
- Kim Vandegrift manned the Fingerprint Station during National Night Out event



# Lake Mary Police Department

## MONTHLY REPORT - FY 2017 - November

	FY 2017 NOV	FY 2017 YTD	FY 2016 NOV	FY 2016 YTD
<b>Monthly Call Volume</b>	6,641	14,023	5,877	11,636
<b>Response Times (in minutes)</b>				
Priority 1	4.19		2.43	
Priority 2	3.39		3.61	
Priority 3	7.53		7.26	

### UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	1	1	1
Robbery	0	0	0	0
Assault/Battery	14	29	5	19
Burglary	5	6	2	4
Theft, all other	19	40	13	29
Motor Vehicle Theft	0	1	1	2
Theft of Motor Vehicle Parts	3	4	1	3
Arson	0	0	0	0
D.U.I.	2	4	2	5

### Total Arrests

Adults	39	67	33	80
Juveniles	2	3	0	1

### Traffic Calls

Crashes	62	108	50	116
Criminal Citations	13	23	19	38
Citations- non criminal	278	515	187	431
Parking citations	12	16	0	4
K9 Deployments	11	17	9	27
Agency Assist; outside Jurisdiction	51	103	44	100

### Alarms

Total	129	261	109	226
Business	86	177	70	142
Residential	43	84	39	84

### Total Responses to City Ordinance Violations

	43	68	23	52
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# Lake Mary Police Department

## IMPORTANT EVENTS

### LMPD

- Arrest made-Bank Robbery at Wells Fargo; Officer Langworthy to be awarded Medal of Valor; teamwork and professionalism displayed
- Chief Bracknell and Capt. Biles coordinated/attended FBI National Academy Associates (FBINAA) training session; in depth look at law enforcement response to Pulse Nightclub shooting; presented by Orlando Police Executive and ORMC on-call physician during incident
- Personnel briefed/trained on the Sharing Center and "A Child is Missing" activation system

### Patrol Division

- Honor Guard details performed for Homeland Security and Investigators Conference
- Units assisted with deputy involved shooting in the residential community of the Crossings
- Officers assisted UCF Police Department by working two football games for the month

### Criminal Investigations Division (CID)

- Call out to bank robbery; investigation turned over to FBI-suspect apprehended
- CID call out to business burglary at Lake Mary Mini Storage-two arrests made
- 11 new cases routed to Economic Crimes Unit; 8 inactivated

### Community Relations Division (CRD)

- Public Information Officer (PIO) for media in armed robbery at Wells Fargo; created press release for incident and followed up on multiple news requests
- Attended/worked Lake Scary 5K at Lake Mary Prep School
- Participated in the Forests' Health and Safety Fair; LMPD table set up-crime prevention material distributed
- Spearheaded Coffee with a Cop at Starbucks on International Parkway
- Joined Fire Department's Open House; handed out community related material/giveaways
- Attended Annual Concern of Police Survivors (COPS) breakfast; presented check from funds raised from National Night Out event
- Meetings attended: Central Florida Crime Prevention, Relay for Life, Holiday in the Park and a "Teach In" at Seminole Charter School
- Connected with multiple businesses in reference to police department's initiatives/events
- Visited St. Peter's Day Care on Rinehart Rd; talked to Girl Scouts about bike safety, strangers and other safety related issues
- Facilitated donation of bikes to the Sharing Center
- Created plaques for three citizens to receive Life Saving Award and Medal of Valor for an Officer
- Designed event flyers and crime prevention flyers to be posted on social media: Coffee with a Cop, Holiday Shopping Tips, Vehicle Safety
- Transcribed memos to be spoken at Commission meeting on behalf of awards
- Researched/ordered promotional items for CRD
- Created and advertised "Shop with a Cop"
- Posted items of interest on social media outlets (Twitter, Next door and Facebook)
- Met with Vital Signs to design/order new Safe Exchange Zone sign for the PD; to be used for online transactions-more to follow

### **Records and Evidence Division**

- Annual Driver and Vehicle Information Database (DAVID) Audit performed by Communication Supervisor and Records Administrator
- Y. Woods shadowed her counterpart from Winter Park PD; gained in-depth knowledge on how to improve Evidence section
- Y. Woods became member of Property & Evidence Association of Florida (PEAF)



## **CITY MANAGER'S REPORT**

DATE: November 7, 2016

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: October Monthly Report

<b>BUILDING PERMITS ISSUED</b>					<b>BUILDING PERMIT VALUATIONS</b>			
<b>ACTIVITY - PERMIT TYPE</b>	<b>Oct-16</b>	<b>YTD</b>	<b>Oct-15</b>	<b>YTD</b>	<b>Oct-16</b>	<b>YTD</b>	<b>Oct-15</b>	<b>YTD</b>
COMMERCIAL - NEW	1	1	1	1	\$ 534,000	\$ 534,000	\$ 6,124,097	\$ 6,124,097
COMMERCIAL - ALTERATION	8	8	18	18	\$ 936,902	\$ 936,902	\$ 4,998,445	\$ 4,998,445
RESIDENTIAL - NEW	1	1	18	18	\$ 857,373	\$ 857,373	\$ 3,953,200	\$ 3,953,200
RESIDENTIAL - ALTERATION	9	9	9	9	\$ 320,742	\$ 320,742	\$ 85,890	\$ 85,890
ELECTRICAL - NEW/ALTERATION	32	32	49	49	\$ 435,178	\$ 435,178	\$ 2,439,646	\$ 2,439,646
ELECTRICAL - TEMP/PREPOWER	8	8	1	1	\$ 800	\$ 800	\$ 500	\$ 500
MECHANICAL - NEW/ALTERATION	25	25	36	36	\$ 248,446	\$ 248,446	\$ 1,347,665	\$ 1,347,665
PLUMBING - NEW/ALTERATION	25	25	10	10	\$ 118,181	\$ 118,181	\$ 481,993	\$ 481,993
ROOFING - TILE, METAL & FLAT	23	23	1	1	\$ 230,354	\$ 230,354	\$ 10,500	\$ 10,500
RE-ROOFING	16	16	86	86	\$ 326,914	\$ 326,914	\$ 1,099,624	\$ 1,099,624
SWIMMING POOL	4	4	1	1	\$ 176,440.00	\$ 176,440.00	\$ 54,780.00	\$ 54,780.00
SCREEN ENCLOSURE	4	4	1	1	\$ 18,980	\$ 18,980	\$ 3,900	\$ 3,900
FENCE	6	6	2	2	\$ 26,351	\$ 26,351	\$ 7,700	\$ 7,700
SIGN	10	10	5	5	\$ 51,244	\$ 51,244	\$ 8,675	\$ 8,675
FOUNDATION ONLY	0	0	0	0	\$ -	\$ -	\$ -	\$ -
DEMOLITION	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>172</b>	<b>172</b>	<b>238</b>	<b>238</b>	<b>\$ 4,281,905</b>	<b>\$ 4,281,905</b>	<b>\$ 20,616,615</b>	<b>\$ 20,616,615</b>

<b>BUILDING INSPECTIONS PERFORMED</b>					<b>MAJOR PROJECTS</b>
<b>TYPE</b>	<b>Oct-16</b>	<b>YTD</b>	<b>Oct-15</b>	<b>YTD</b>	
BUILDING	325	325	386	386	1. Central Parc
ELECTRICAL	127	127	92	92	3. Fountain Parke
MECHANICAL	71	71	42	42	4. Twelve Oaks
PLUMBING	89	89	47	47	5. Crystal Reserve
<b>TOTALS</b>	<b>612</b>	<b>612</b>	<b>567</b>	<b>567</b>	6. Waterside
					7. Griffin Farm/Mid-Town



## **CITY MANAGER'S REPORT**

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: November Monthly Report

<b>BUILDING PERMITS ISSUED</b>					<b>BUILDING PERMIT VALUATIONS</b>			
<b>ACTIVITY - PERMIT TYPE</b>	<b>Nov-16</b>	<b>YTD</b>	<b>Nov-15</b>	<b>YTD</b>	<b>Nov-16</b>	<b>YTD</b>	<b>Nov-15</b>	<b>YTD</b>
COMMERCIAL - NEW	0	1	0	1	\$ -	\$ 534,000	\$ 6,124,097	\$ 6,124,097
COMMERCIAL - ALTERATION	4	12	9	18	\$ 444,400	\$ 1,381,302	\$ 951,698	\$ 4,998,445
RESIDENTIAL - NEW	2	3	12	18	\$ 466,650	\$ 1,324,023	\$ 2,949,350	\$ 3,953,200
RESIDENTIAL - ALTERATION	13	22	9	9	\$ 92,177	\$ 412,919	\$ 48,173	\$ 85,890
ELECTRICAL - NEW/ALTERATION	48	80	34	49	\$ 596,539	\$ 1,475,756	\$ 288,734	\$ 2,439,646
ELECTRICAL - TEMP/PREPOWER	6	14	5	1	\$ 2,350	\$ 3,150	\$ 1,100	\$ 500
MECHANICAL - NEW/ALTERATION	25	50	15	36	\$ 222,462	\$ 470,908	\$ 213,259	\$ 1,347,665
PLUMBING - NEW/ALTERATION	24	49	35	10	\$ 80,856	\$ 199,037	\$ 238,207	\$ 481,993
ROOFING - TILE, METAL & FLAT	11	34	13	1	\$ 100,038	\$ 330,392	\$ 71,305	\$ 10,500
RE-ROOFING	29	45	52	86	\$ 539,149	\$ 866,063	\$ 1,786,981	\$ 1,099,624
SWIMMING POOL	1	5	0	1	\$ 40,000.00	\$ 216,440.00	\$ -	\$ 54,780.00
SCREEN ENCLOSURE	4	8	1	1	\$ 47,586	\$ 18,980	\$ 5,900	\$ 3,900
FENCE	9	15	4	2	\$ 23,897	\$ 50,248	\$ 30,434	\$ 7,700
SIGN	5	15	10	5	\$ 58,379	\$ 109,623	\$ 88,919	\$ 8,675
FOUNDATION ONLY	0	0	0	0	\$ -	\$ -	\$ -	\$ -
DEMOLITION	1	1	0	0	\$ 11,250	\$ 11,250	\$ -	\$ -
<b>TOTALS</b>	<b>182</b>	<b>354</b>	<b>199</b>	<b>238</b>	<b>\$ 2,725,733</b>	<b>\$ 7,404,091</b>	<b>\$ 12,798,157</b>	<b>\$ 20,616,615</b>

<b>BUILDING INSPECTIONS PERFORMED</b>					<b>MAJOR PROJECTS</b>
<b>TYPE</b>	<b>Nov-16</b>	<b>YTD</b>	<b>Nov-15</b>	<b>YTD</b>	
BUILDING	348	325	323	386	1. Central Parc
ELECTRICAL	139	127	100	92	3. Fountain Parke
MECHANICAL	89	71	42	42	4. Twelve Oaks
PLUMBING	85	89	78	47	5. Crystal Reserve
<b>TOTALS</b>	<b>661</b>	<b>612</b>	<b>543</b>	<b>567</b>	6. Waterside
					7. Griffin Farm/Mid-Town



## MEMORANDUM

DATE: December 1, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner 

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: October 2016 Planning and Development Activity

### FY2016-2017 WORKLOAD DATA

	FY2015		FY2016	
	OCT.	Total YTD	OCT.	Total YTD
Land Use Amendments	0	0	0	0
Rezoning	0	0	0	0
Conditional Use	2	2	0	0
Subdivisions/Plat	1	1	0	0
Site Plans	1	1	0	0
Variances	0	0	0	0
Vacates	0	0	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	1	1	0	0
Development Agreements, New	0	0	0	0
DRC Reviews	1	1	2	2
Home Occupation Review	3	3	1	1
Business License Review	32	32	11	11
Arbor Permits (non-development related)	8	8	18	18
Zoning Verification Letters	2	2	3	3
Site Permits Issued	2	2	1	1
Building Permits Review	31	31	35	35
MISC/ZTA Files	0	0	0	0

## **Significant Meetings & Issues**

October 4 - Senior Center Expansion Meeting  
October 5 - Storm prep meeting  
October 6-7 - EOC  
October 12 - DRC Lake Emma Sound Final PUD/PSP  
October 13 - Drake Midtown Meeting  
October 18 - Beazer/Siemens Mtg.  
October 19 - DRC Waterside II Final Subdivision Plan; Focus Performing Arts Center Landscaping Mtg; 728 Pickfair Permitting Mtg.  
October 20 - Griffin Groundbreaking  
October 21 - Food Truck Mtg.  
October 24 - Griffin Farm Pre Con  
October 26 - Growth Management Meeting; 728 Pickfair Site Visit  
October 27 - Damage Assessment Training; PreApp, 2695 W. Lake Mary Blvd.  
October 28 - Post Storm briefing; MetroPlan Orlando Transportation Systems Management and Operations Meeting and Technical Advisory Committee Meeting  
October 31 - Growth Management Prep



## MEMORANDUM

DATE: December 15, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner 

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: November 2016 Planning and Development Activity

### FY2016-2017 WORKLOAD DATA

	FY2016		FY2017	
	NOV.	Total YTD	NOV.	Total YTD
Land Use Amendments	1	1	0	0
Rezoning	1	1	0	0
Conditional Use	0	2	0	0
Subdivisions/Plat	1	2	0	0
Site Plans	1	1	2	2
Variances	0	0	0	0
Vacates	0	0	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	0	1	0	0
Development Agreements, New	0	0	0	0
DRC Reviews	2	3	1	3
Home Occupation Review	7	11	3	4
Business License Review	22	54	23	34
Arbor Permits	10	18	17	35
Zoning Verification Letters	4	6	5	8
Site Permits Issued	2	2	1	1
Building Permits Review	59	90	37	72
MISC/ZTA Files	0	0	1	1

## **Significant Meetings & Issues**

November 1 - Growth Management Workshop Prep; Focus Performing Arts Landscaping Meeting

November 2 - DRC: Lake Emma Office Parking Lot Expansion. First Step Meeting: SunTech 3;  
Growth Management Workshop Prep

November 3 - MetroPlan Municipal Advisory Committee Meeting; Mobility Workshop at FDOT; Craig  
Rouhier Project Meeting

November 10 - Lake Emma Sound Meeting. Fountain Parke Parking Meeting

November 14 - Frank Sabatino/144 Wilson Dr. Meeting. I-4 BTU Public Hearing.

November 15 - Lake Emma Sound Plan Review Meeting. Station Pointe Park Meeting.

November 16 - Growth Management Workshop Prep.

November 18 - Lake Mary Pub Music Festival Meeting.

November 28 - Rinehart Road Project Meeting

November 29 - 17/92 CRA Plan Review Meeting. Trailhead Park Meeting.

November 30 - Downtown Development Potential Meeting.

**Active Projects in Review**

- 1 Waterside II Final Engineering
- 2 Medical Cannabis Moratorium
- 3 EDC Parking Lot Expansion
- 4 Steve Williams 160 Variance
- 5 Lake Emma Residential Final PUD/PSP
- 6 2016-RZ-06 St. Peter's PUD Amendment
- 7 Edison at Primera
- 8 Station Pointe Site Permit
- 9 Tilted Kilt Redevelopment
- 10 Lake Emma Sound Comp Plan
- 11 2016-RZ-05, 2016-LU-01/02 New Century Town Center
- 12 Griffin Farm at Midtown
- 13 2015-SP-06 TGIFriday Redevelopment SP
- 14 2016-SP-03 Lake Mary Parcel I Parking Lot
- 15 17/92 CRA Project
- 16 Bike/Ped Master Plan
- 17 2015-MISC-01 Downtown Master Plan Update
- 18 2013-SP-08 Central Pk Place Ph2 (Shaw)
- 19 Downtown Traffic Study Implementation Plan
- 20 Quiet Zones
- 21 SCPS ILA Amendment



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



## **Monthly Report**

### **October 2016**

#### **Administration and Emergency Operations**

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

Emergency medical service (EMS) calls – 391

Total number of those patients transported to area hospitals – 179

Out of those patients transported, 88 were sent to Lake Mary Emergency Room.

Fire Related/Non-EMS calls – 201

Total responses – 592

Of those responses, 326 were within the City while 266 occurred outside our jurisdiction.

Personnel also participated in 484 hours of EMS and fire related training.

#### **Activities included –**

Work extensively on the Strategic Plan for 2017 through 2020. This plan will be completed in November of 2016 and submitted to the City leadership including the Commission for review.

Responded to Hurricane Matthew. This included the opening and activation of our City EOC.

Conducted post-storm interviews, surveys and meetings in an effort to improve future responses to these type of events.

Continued work on the installation and training of new information management systems.

Conducted planning sessions to prepare for the renovation of Station 33 kitchen and storage facilities.

### **Meetings attended** –

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

### **Fire Prevention**

Fire inspectors conducted 104 combined inspections and 48 plan reviews.

### **Activities included** –

- Site visits for several projects and compliance issues including fire alarm, key changes for lock boxes, and cryotherapy chamber.
- Continued working on data entry for Mobil Eyes program
- Completed 3 public records requests
- Data entry and follow up on company inspections
- Coordinated briefings and debriefing for Hurricane Matthew
- Coordinated the activities for response to Hurricane Matthew – EOC activation and manning Seminole County EOC
- Cancelled and rescheduled LMFD Open House. Included social media posting, notifying vendors and delivering announcements to all the schools and day cares, confirming vendor attendance, etc.
- Attended Legislative Day in Tallahassee with the CFO, SFMO and FFMIA.
- Participated in the Statewide Fire Prevention Week Proclamation with CFO Atwater.
- Worked with Next Door representative to get City of Lake Mary set up.
- Coordinated with Seminole County to set up Damage Assessment and Reverse 911 Classes.
- Responded to phone calls and emails regarding CFB sinkhole. Conducted several site visits and media interviews.

### **Meetings attended** –

Several planning meetings for Open House

Staff, Spooktacular, Elder Affairs, DRC, First Step, Safe Kids, Sun Rail, CFFMA Luncheon, Pre-Construction and contractor/project meetings.

World Heart Day Follow Up – Seminole County

Hands Only CPR – program structure/design meetings.

### **Classes/Training Completed/Attended –**

CFFMA Luncheon/Class – 1 hour (Wireless F/A Technologies)

Damage Assessment Training – 2 hours

Legislative 101 – 6 hours

### **Public Education Events –**

- Home Depot – Fire Safety Day and Side By Side Burn Demo – 4 hours – 100 participants
- CPR/AED/First Aid – 6 classes – 7.5 hours – 9 students
- National Night Out – 3 hours – est. 200 attendees
- Child Safety Seat Installations – 4 installs – 4.5 hours – 7 participants
- Fire Drills – 2 businesses – Liberty Mutual and Chase – 2 hours – 1100 participants
- Station Tour – (1) – 1 hour - 4 visitors
- PR – Holy Cross – 2 days – total of 4 hours – 105 kids
- PR – LM Montessori Academy – 2 hours – 90 kids
- PR – SunGuard – 3 hours – 75 visitors
- PR – Seminole Science School – 2 hours – 120 kids
- PR – UPC – 1.5 hours – 60 kids
- PR – Lady Bird Academy – 1.5 hours – 80 kids



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



## **Monthly Report November 2016**

### **Administration and Emergency Operations**

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

Emergency medical service (EMS) calls – 391  
Total number of those patients transported to area hospitals – 155  
Out of those patients transported, 71 were sent to Lake Mary Emergency Room  
Fire Related/Non-EMS calls – 201  
Total responses – 592

Of those responses, 326 were within the City while 266 occurred in outside jurisdictions.

Personnel also participated in 418 hours of EMS and fire related training.

### **Activities included –**

Continue to work on the Strategic Plan for 2017 through 2020. This plan will be presented to the City Commission during a January meeting.

Continued work on the installation and training of new information management systems.

Used and outdated firefighting protective clothing was sent to Bolivia to help less fortunate firefighters have some form of protection.

An old house was donated by its owner to our personnel for training on rescue and firefighting techniques.

### **Meetings attended** –

County Fire Chiefs Meeting – Frank Cornier  
EMS Officers Meeting – Scott Berner  
Training Chiefs Meeting – Toby Palmer  
Review of Pulse shooting – Joe Landreville/Frank Cornier

### **Fire Prevention**

Fire inspectors conducted 104 combined inspections and 48 plan reviews.

### **Activities included** –

- Site visits for several projects and compliance issues including fire alarm, key changes for lock boxes, and cryotherapy chamber.
- Continued working on data entry for Mobil Eyes program.
- Completed 3 public records requests.
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- PR – SunGuard – 3 hours – 75 visitors
- PR – Seminole Science School – 2 hours – 120 kids
- PR – UPC – 1.5 hours – 60 kids
- PR – Lady Bird Academy – 1.5 hours – 80 kids

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

	FY 2017		FY 2016	
	OCT. 16	YTD	OCT. 15	YTD
MINUTES PREPARED (SETS)	1	1	1	1
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	1	1	0	0
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	0	0	0
PROCLAMATIONS PREPARED	2	2	2	2
OCCUPATIONAL LICENSES				
NEW	64	64	41	41
RENEWALS	260	260	190	190
TRANSFERS	3	3	4	4
REVENUE GENERATED	\$14,531.00	\$14,531.00	\$11,082.50	\$11,082.50
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	6	6	7	7
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

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

	FY 2017		FY 2016	
	NOV. 16	YTD	NOV. 15	YTD
MINUTES PREPARED (SETS)	2	3	2	3
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	1	2	0	0
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	0	1	1
PROCLAMATIONS PREPARED	2	4	1	3
OCCUPATIONAL LICENSES				
NEW	22	86	26	67
RENEWALS	0	260	38	228
TRANSFERS	0	3	1	5
REVENUE GENERATED	\$1,095.00	15,626.00	\$4,470.75	\$15,553.25
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	5	11	9	16
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

# Human Resources

## October 2016 Report

<b>Employment</b>	<b>10/16</b>	<b>YTD</b>	<b>10/15</b>	<b>YTD</b>
Applications received/acknowledged	45	45	16	16
New Hire Orientations	5	5	1	1
Resignations/Terminations	1	1	2	2
Current Vacancies (FT/PT Employment Opportunities)	6	6	5	5
Positions filled in house	0	0	1	1
Positions filled outside	5	5	1	1
Surveys Conducted/Completed	12	12	14	14
Employee Evaluations	8	8	7	7
Employee Verifications	8	8	4	4
Personnel Actions Initiated	31	31	37	37
Grievances Filed	0	0	0	0
Employee Insurance Assistance	4	4	10	10
Current Full Time Employees	182		174	
Current Part Time Employees	21		20	
<b>Special Projects</b>				
Personnel Policy Manual				
Employee Appreciation Lunch				
Salary Survey				
<b>Insurance</b>	<b>10/16</b>	<b>YTD</b>	<b>10/15</b>	<b>YTD</b>
On the Job Injuries - Medical Attention Required	1	1	4	4
On the Job Injuries - No Medical Attention Required	2	2	2	2
City Vehicle Accidents Reported - Under \$500	0	0	0	0
City Vehicle Accidents Reported - Over \$500	0	0	1	1
Loss/Damage Reports - Under \$500	1	1	1	1
Loss/Damage Reports - Over \$500	1	1	0	0
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	0
Liability/Claimant Incident Reports - Over \$500	1	1	0	0
Special Hearings/Mediations	0	0	0	0

# Human Resources

## November 2016 Report

<b>Employment</b>	<b>11/16</b>	<b>YTD</b>	<b>11/15</b>	<b>YTD</b>
Applications received/acknowledged	34	79	78	94
New Hire Orientations	0	5	1	2
Resignations/Terminations	2	3	1	3
Current Vacancies (FT/PT Employment Opportunities)	6	12	4	9
Positions filled in house	1	1	0	1
Positions filled outside	0	5	1	2
Surveys Conducted/Completed	10	22	12	26
Employee Evaluations	21	29	25	32
Employee Verifications	7	15	1	5
Personnel Actions Initiated	20	51	20	57
Grievances Filed	0	0	0	0
Employee Insurance Assistance	5	9	15	25
Current Full Time Employees	182		175	
Current Part Time Employees	17		18	
<b>Special Projects</b>				
Personnel Policy Manual				
Employee Appreciation Lunch				
Salary Survey				
<b>Insurance</b>	<b>11/16</b>	<b>YTD</b>	<b>11/15</b>	<b>YTD</b>
On the Job Injuries - Medical Attention Required	0	1	0	4
On the Job Injuries - No Medical Attention Required	1	3	0	2
City Vehicle Accidents Reported - Under \$500	0	0	0	0
City Vehicle Accidents Reported - Over \$500	4	4	0	1
Loss/Damage Reports - Under \$500	0	1	2	3
Loss/Damage Reports - Over \$500	2	3	0	0
Damage to City Property by Others - Under \$500	0	0	1	1
Damage to City Property by Others - Over \$500	0	0	0	0
Liability/Claimant Incident Reports - Under \$500	0	0	0	0
Liability/Claimant Incident Reports - Over \$500	0	1	1	1
Special Hearings/Mediations		0	0	0

# PUBLIC WORKS UPDATE

## October 2016

### Streets/Sidewalks – 432

1. Traffic signal at Country Club and Wilbur Avenue, widening of Country Club to accommodate turn lanes, sidewalks on E. Crystal Lake Ave. and Country Club at 100% design. Bid in December.
2. Emma Oaks Trail sidewalk substantially complete.
3. 17-92 CRA Streetscape in design, working on easements.

### Water Treatment – 434

1. 12-month average daily water demand 3.20 million gallons (4% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.02, plant capacity 9.99 MGD.

### Water Distribution/Wastewater Collection – 435

1. Emergency generator for Master LS #1 being planned.
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.

	Oct-16	FYTD	Oct-15	FYTD
Work Orders Completed	42	42	33	33
Sidewalks Repaired (Feet)	25	25	15	15
Street Signs Installed	10	10	10	10
Streets Paved (Miles)	0.00	0.00	0.00	0
Paved Streets Maintained (Asphalt - Tons)	3.00	3.00	6.00	6
Millions Gallons Treated	97	97	102	102
New Water Meters Installed	5	5	2	2
Waterlines Installed (Feet)	0	0	0	0
Waterline Breaks Repaired	16	16	18	18
Meters Exchanged	22	22	47	47
Turn-On/Turn-Off (Customer Request)	109	109	121	121
Turn-Offs/Non-Payment	19	19	45	45
Water System Dist. Valves Exercised	0	0	0	0
Vehicle Preventative Maint. Inspections	51	51	48	48
Vehicles/Equipment Serviced	96	96	85	85

# PUBLIC WORKS UPDATE

## November 2016

### Streets/Sidewalks – 432

1. Traffic signal at Country Club and Wilbur Avenue, widening of Country Club to accommodate turn lanes, sidewalks on E. Crystal Lake Ave. and Country Club, bid date is 1/11/17.
2. Emma Oaks Trail sidewalk is complete.
3. 17-92 CRA Streetscape in design, working on easements.
4. Planning new sidewalk segment on Washington Ave. between Rolex Pt. and S. 5<sup>th</sup> Street.

### Water Treatment – 434

1. 12-month average daily water demand 3.27 million gallons (5% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 4.69, plant capacity 9.99 MGD.

### Water Distribution/Wastewater Collection – 435

1. Emergency generator for Master LS #1 being designed.
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.

	Nov-16	FYTD	Nov-15	FYTD
Work Orders Completed	37	79	33	66
Sidewalks Repaired (Feet)	25	50	20	35
Street Signs Installed	18	28	11	21
Streets Paved (Miles)	0	0.00	0	0
Paved Streets Maintained (Asphalt - Tons)	4.50	7.50	1.50	8
Millions Gallons Treated	99	195	96	198
New Water Meters Installed	5	10	3	5
Waterlines Installed (Feet)	0	0	0	0
Waterline Breaks Repaired	18	34	9	27
Meters Exchanged	9	31	6	53
Turn-On/Turn-Off (Customer Request)	110	219	107	228
Turn-Offs/Non-Payment	24	43	17	62
Water System Dist. Valves Exercised	0	0	0	0
Vehicle Preventative Maint. Inspections	48	99	49	97
Vehicles/Equipment Serviced	75	171	81	166



## **MEMORANDUM**

DATE: December 1, 2016  
TO: Mayor and City Commission  
FROM: Carol Foster, City Clerk  
VIA: Jackie Sova, City Manager  
SUBJECT: Annual Appointments/Reappointments to Advisory Boards

---

The terms of the following board members expire at the end of December. Everyone is interested in serving another term **except** William Smith on the Elder Affairs Commission.

**ELDER AFFAIRS COMMISSION – 3 Year Terms:** Pamela Bussey, William Smith-**NO**

**HISTORICAL COMMISSION – 3 Year Terms:** Elizabeth Randall

**PARKS & RECREATION ADVISORY BOARD – 2 Year Terms** : James Buck, Amy Pennock, Lynette Swinski. Danny Williamson has submitted his resignation and Bryan Nipe, Parks and Recreation Director, is recommending that you appoint William Koffer to serve the remainder of his term. His Board Appointment Information Form is attached.

**PLANNING & ZONING BOARD – 3 Year Terms:** Sam Aycoth, Justin York

**FIRE AND POLICE PENSION BOARDS – 2 Year Terms** : Jeff Koltun and Louis DiPaolo, who are the fifth members on the Fire Pension and Police Pension Boards respectively, were re-elected by their other board members. In accordance with State Statutes the City Commission, as a ministerial duty, shall reappoint them.

I have attached Board Appointment Information Forms from residents expressing an interest in serving on the Parks & Recreation Board or the Planning & Zoning Board.

**RECOMMENDATION:**

The Commission make annual appointments/reappointments and as a ministerial duty, reappoint Jeff Koltun and Louis DiPaolo to their pension board. Additionally, request the Commission consider Mr. Nipe's recommendation to appoint William Koffer to serve the remainder of Danny Williamson's term on the Parks & Recreation Advisory Board which expires December 31, 2017. The Elder Affairs Commission will make a recommendation in the near future on a member to replace Mr. Smith.

CITY OF LAKE MARY  
BOARD APPOINTMENT INFORMATION FORM  
(Please print)

1. NAME: Richard Abraham \_\_\_\_\_ HOME PHONE: 407-878-3416  
2. HOME ADDRESS: 755 Musago Run, Lake Mary Fla 32746 \_\_\_\_\_  
E-MAIL ADDRESS: rsabraham@cfl.rr.com \_\_\_\_\_  
3. BUSINESS: Power Contractor \_\_\_\_\_ BUSINESS PHONE: 407-878-3416  
4. BUSINESS ADDRESS 755 Musago Run, Lake Mary Fla 32746 \_\_\_\_\_  
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: **SEE ATTACHED** \_\_\_\_\_  
6. ARE YOU A REGISTERED VOTER? YES  NO \_\_\_\_\_  
7. ARE YOU A RESIDENT OF THE CITY? YES  NO \_\_\_\_\_  
8. DO YOU OWN PROPERTY IN THE CITY? YES \_\_\_\_\_ NO   
9. DO YOU HOLD A PUBLIC OFFICE? YES \_\_\_\_\_ NO   
10. ARE YOU EMPLOYED BY THE CITY? YES \_\_\_\_\_ NO   
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY,  
EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES \_\_\_\_\_ NO   
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES \_\_\_\_\_ NO   
If yes, which one(s)? \_\_\_\_\_  
13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

- CODE ENFORCEMENT BOARD\* MUST BE A RESIDENT OF LAKE MARY  
 ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary  
 FIREFIGHTER'S PENSION (Trustees)\* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN.  
THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY  
 HISTORICAL COMMISSION NO RESIDENCY REQUIREMENT  
 PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY  
 PLANNING AND ZONING BOARD\* MUST BE A QUALIFIED ELECTOR OF LAKE MARY  
 POLICE PENSION (Trustees)\* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY

**\*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.**

14. What qualifications would you bring to this Board(s) if appointed? **SEE ATTACHED**

Pursuant to City Code service on City boards is at the pleasure of the City Commission. Board members may be removed with or without cause upon motion and majority vote of the City Commission. Applicant, by his/her signature below, waives any right under F.S. Section 112.501 to removal for cause and a hearing before removal.

SIGNATURE: Richard Abraham

DATE: 1/3/2016

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE.  
Return completed form to: City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.

CITY OF LAKE MARY  
BOARD APPOINTMENT INFORMATION FORM  
(Richard Abraham Brief Resume Attachment)

Over forty years in the power generation field as Project Manager for generation projects with primary responsibilities for evaluation, implementation and enforcement of project contracts, design specifications, plant performance, routine O&M, proposed upgrades, procurement for operations and maintenance, fuel Power Purchase Agreements, overhauls and P&L. Additional responsibilities included leading renegotiating and settling warranty claims while interfacing with public officials, financial institutions, regulatory agencies, law firms, EPC, original equipment manufacturers and numerous partners.

**Core Competences**

- Leadership of High Profile Projects
- Business Planning and Cost Control
- Good Client Relationship
- Asset Manager for Multiple Partners
- Long Term Service Agreement
- Profit and Loss Accountability
- Equipment procurement
- Power Plant Engineering and Design
- Facilities Management
- Problem Solving Skills

**KBR Deputy Project Manager Support (DPMS), Tikrit, Iraq**

The DPMS provided leadership and direction to a workforce of 1,119 expatriates, 406 foreign nationals (Balkans), 3,503 foreign national subcontractors (third country) and 256 local nationals (Iraqis). DPMS provided support services for the US Army in Northern Iraq.

**Pro Energy Services, Ghana, West Africa,**

Served as O&M consultant to develop an O&M Financial Management Program for an 85 MW combustion turbine power plant located in Tema, Ghana

**Mitsubishi Power Systems, Inc., Orlando, Florida,**

Project Management Operations Consultant successfully developed Mitsubishi Power Systems first power plant O&M organizational structure in the US.

**TECO Power Services (TPS), Operations Director, Tampa, Florida,**

Evaluated the design and equipment specifications for five advanced combined cycle power plants, resolved outstanding warranty claims. Lead negotiator with General Electric to revise terms and conditions for existing Long Term Service Agreements saving more than \$100 million during contract life.

**Edison Mission Energy (EME) Company, Fairfax, Virginia,**

Held position of Chickahominy Energy Co. VP, an EME Affiliate, responsible for all business functions and O&M for three independent power plants with multiple owners,

**Florida Power & Light (FPL), Juno Beach, Florida, Retired**

Managed company's ownership interest in a \$1.3 billion, 1200 MW coal plant located in Jacksonville, Florida. Wrote specifications for the design and procurement of all the major plant equipment.

**Education and Professional Development are**

BSEE, Magna cum Laude U of M  
Penn State Manage Program  
U of F Nuclear Power  
Florida PE license -Electrical  
Fleet Reserve

DoD Lev 2 Secret Clearance  
St George Church council  
Navy Submarine Service  
Sub Vet Holland Club American Legion

**Awards**

- Certificate of Appreciation for outstanding achievements in support of Operation Iraqi Freedom from Task Force Safe Commander MG Robert Caslen, USA
- Certificate of Recognition for exceptional service to KBR in Supporting Iraqi Freedom and Enduring Freedom Certificate of Meritorious Service and Support for US forces in Iraqi North from the Camp Speicher.
- Certificate from USSVI Holland Club recognizing 50 year qualified submariner

**CITY OF LAKE MARY  
BOARD APPOINTMENT INFORMATION FORM**

(please print)

1. NAME: Debby Carli HOME PHONE: 407-443-5800
2. HOME ADDRESS: 285 Lakeshore Drive  
E-MAIL ADDRESS: dbyc1@aol.com
3. BUSINESS: Carli Agency BUSINESS PHONE: 407-322-3600
4. BUSINESS ADDRESS: 2688 W. Lake Mary Blvd.
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: BS Degree from UCF,  
Retired high school English teacher
6. ARE YOU A REGISTERED VOTER? YES  NO
7. ARE YOU A RESIDENT OF THE CITY? YES  NO
8. DO YOU OWN PROPERTY IN THE CITY? YES  NO
9. DO YOU HOLD A PUBLIC OFFICE? YES  NO
10. ARE YOU EMPLOYED BY THE CITY? YES  NO
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY,  
EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES  NO   
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. **NOTE: DUI'S  
and revoked licenses are NOT "civil traffic infractions" and must be reported.**)
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES  NO   
If yes, which one(s)? Tennis Center Advisory Committee
13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

- CODE ENFORCEMENT BOARD\* MUST BE A RESIDENT OF LAKE MARY
  - ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary
  - FIREFIGHTER'S PENSION (Trustees)\* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
  - HISTORICAL COMMISSION NO RESIDENCY REQUIREMENT
  - PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY
  - PLANNING AND ZONING BOARD\* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
  - POLICE PENSION (Trustees)\* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
- \*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.**

14. What qualifications would you bring to this Board(s) if appointed? Having been a

teacher in Seminole City for 17 years, I have good communication skills, organizational skills, and experience in planning and setting goals. As a family, we use the recreational facilities in the county and feel a

Pursuant to City Code, service on City boards is at the pleasure of the City Commission. Board members may be removed with or without cause upon motion and majority vote of the City Commission. Applicant, by his/her signature below, waives any right under F.S. Section 112.501 to removal for cause and a hearing before removal.

*responsibility to give back.*

SIGNATURE: Debby M. Carli

DATE: 12/2/16

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE. Return completed form to: City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.



# City of Lake Mary

## "City of Lakes"

Published on *Lake Mary, FL* (<http://www.lakemaryfl.com>)

[Home](#) > [Board Appointment Application Online Form](#) > [Submissions](#) > Submission #17091

## Submission #17091

### Submission information

Form: [Board Appointment Application Online Form](#)

Submitted by Anonymous

Wednesday, February 10, 2016 - 8:27am

162.230.107.48

**Name:**

William J.Koffer

**Home Phone:**

4073917268

**Home Address:**

276 Broadmoor Ave Lake Mary FL 32746

**Business:****Business Phone:****Business Address:****Email Address:**

kofbusiness@yahoo.com

**Brief Resume of Education & Experience:**

S.U.N.Y. of Albany Bachelors Degree in Economics Minor in Computer Science; Retired NYC Fireman.

**Are you a registered voter?:**

Yes

**Are you a resident of Lake Mary?:**

Yes

**Do you own property in Lake Mary?:**

Yes

**Do you hold a public office?:**

No

**Have you ever served on a City Board in Lake Mary?:**

No

**Are you employed by the City of Lake Mary?:**

No

**Have you ever been convicted of a misdemeanor or felony, excluding civil traffic violations?:**

No

**If Yes, please provide information.:**

**Check Boards you are intersted in:**

- CODE ENFORCEMENT BOARD \*\*
- FIREFIGHTER'S PENSION (Trustees) \*\*
- HISTORICAL COMMISSION
- PARKS & RECREATION ADVISORY BOARD
- PLANNING & ZONING BOARD \*\*
- POLICE PENSION BOARD (Trustees) \*\*

**What qualifications do you bring to the Board(s) if appointed?:**

I began my adult life in public service and believe in being part of the community in which I live. My work experience, education and computer knowledge; will be helpful in serving the community.

I worked as a NYC Police officer for Over 5 years, while there I was assigned to the borough chief office my duties were to create and maintain a data base that tracks arrest processing times for each precinct. As a fireman part of my duties were to inspect buildings and enforced local codes and ordinances

**Signature:**

William John Koffer

**Source URL:** <http://www.lakemaryfl.com/node/2474/submission/17091>

CITY OF LAKE MARY  
BOARD APPOINTMENT INFORMATION FORM

(please print)

- 1. NAME: Thomas PEET HOME PHONE: 321-276-2600
- 2. HOME ADDRESS: 618 Chutas Ct, Lake Mary, FL 32746  
E-MAIL ADDRESS: TBPEET@GMAIL.COM
- 3. BUSINESS: Retired BUSINESS PHONE: \_\_\_\_\_
- 4. BUSINESS ADDRESS: \_\_\_\_\_
- 5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: Attached RESUME  
Licensed Realtor
- 6. ARE YOU A REGISTERED VOTER? YES  NO \_\_\_\_\_
- 7. ARE YOU A RESIDENT OF THE CITY? YES  NO \_\_\_\_\_
- 8. DO YOU OWN PROPERTY IN THE CITY? YES  NO \_\_\_\_\_
- 9. DO YOU HOLD A PUBLIC OFFICE? YES  NO
- 10. ARE YOU EMPLOYED BY THE CITY? YES  NO
- 11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY,  
EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES \_\_\_\_\_ NO   
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. NOTE: DUI'S  
and revoked licenses are NOT "civil traffic infractions" and must be reported.)
- 12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES \_\_\_\_\_ NO   
If yes, which one(s)? \_\_\_\_\_
- 13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:

- CODE ENFORCEMENT BOARD\* MUST BE A RESIDENT OF LAKE MARY
  - ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary
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  - HISTORICAL COMMISSION NO RESIDENCY REQUIREMENT
  - PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY
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  - POLICE PENSION (Trustees)\* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
- \*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.



14. What qualifications would you bring to this Board(s) if appointed? \_\_\_\_\_  
My desire to maintain Lake Mary as the best  
place to live and raise a family

Pursuant to City Code, service on City boards is at the pleasure of the City Commission. Board members may be removed with or without cause upon motion and majority vote of the City Commission. Applicant, by his/her signature below, waives any right under F.S. Section 112.501 to removal for cause and a hearing before removal.

SIGNATURE: Thomas B. Peet

DATE: Nov 29, 2016

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE. Return completed form to: City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.

# THOMAS PEET

618 Chatas Court • Lake Mary, FL 32746  
Home: 407-878-2509 • Cell: 321-276-2600 • tpeet@gmail.com

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## EXECUTIVE MANAGEMENT

Highly accomplished senior executive with a passion for service excellence, a commitment to continuous process improvement and extensive experience in finance and technology sectors. Proven ability to mentor and motivate high-performance teams; gain trusted-advisor status with "C" level executives; and implement programs and strategies that improve productivity and profitability. Excels in managing the expectations of demanding, high-profile stakeholders while driving positive organizational change.

International Business • P&L • Strategic Planning • Change Management • People & Project Management  
• Client Relations • Turnaround Management • Process Improvement • Operations  
• Account Management • Solution Sales

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## PROFESSIONAL EXPERIENCE

### **Florida Investment Group USA, LLC**, Lake Mary, FL 2010 to Present

Co-Founder/COO of real estate investment organization, whose primary function is to buy and rejuvenate abandoned or foreclosed homes and bring them back to a state where they are contributing to the local economics of the community.

### **Fidelity Information Services**, Manila, Philippines, August 2014 to April 2015

#### **Interim Delivery Executive/Senior Project Director**

Merger of two large Philippine banks, requiring an implementation and upgrade of two existing systems into a consolidated Systematics environment. Overall responsibility to insure project governance, profitability, resource management and executive level interactions and communication.

### **Solution Partners LLC**, Lake Mary, FL, 2012 to August 2014

Co-Founder and COO of consulting organization whose primary focus is to assist financial organizations in assessing, implementing and efficiently utilizing various banking solutions.

### **TEMENOS**, Lake Mary, FL, 2007 to 2012

\$450+ million banking technology provider serving markets in Asia, Europe, Africa, and North/South America

#### **SENIOR VICE PRESIDENT**, 2011 to 2012

Short-term management assignment to oversee the day-to-day services' operations of a newly acquired wealth management development platform (Odyssey) based in Canada. Integrated existing service delivery process into Temenos' methodology; identified and pursued opportunities for productivity and efficiency improvements. Hired, trained, and managed the performance of staff; met targets for revenue, profits, and customer retention.

- Reversed a projected \$2 million loss with a 2011 year-end positive trend after restructuring team, revamping business strategy, and leading search for successor.

## THOMAS PEET - PAGE TWO

Home: 407-878-2509 • Cell: 321-276-2600 • tbpeet@gmail.com

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### *Professional Experience continued...*

- Removed communication barriers among development and service delivery employees, creating a customer-focused organization with shared goals and objectives.
- Improved client relations by taking an active role as Temenos' representative with the Canadian T24 user group.

#### **TCB CORE BANKING SVP, Asia, 2007 to 2011**

Directed all TCB (Tier 1 component of the Temenos solution) activities, including sales, development, professional services, and their respective P&Ls. Managed relationships with Tier 1 financial institutions based in Asia and Europe.

- Avoided litigation by salvaging a relationship with a key Thailand-based client, successfully led a profitable (\$28.5 million) project and restoring company credibility.
- Transformed 300+ culturally diverse and disparate team, located throughout Asia, Europe, and the United States into a cohesive and effective team.
- Created a recurring revenue maintenance program with an annual value of \$1.8 million.
- Created and managed a seamless partnership between Temenos, IBM, ACI and Wipro Technologies, producing an efficient and transparent solution to the client base.

#### **FISERV, Orlando, FL, 1994 to 2007**

*\$4+ billion global technology provider serving small and mid-sized financial institutions*

##### **DIRECTOR OF OPERATIONS/SVP ASIA PACIFIC, 2005 to 2007**

Rapidly promoted to increasingly responsible positions throughout tenure, culminating as head of Asia Pacific operations with P&L responsibility for professional services, implementations, client support, account management, and IT infrastructure. Introduced programs and strategies to improve processes, increase revenue, provide a reoccurring revenue stream and improve customer satisfaction.

##### **SENIOR VICE PRESIDENT, GLOBAL SERVICES, 2002 to 2005**

Managed professional services delivery in Europe, Latin America, and Asia Pacific, ensuring compliance with customer expectations and service level agreements (SLAs) while mitigating risks.

- Initially assumed leadership for the U.S.-based services' organization, increasing profit margins from 8% to 38% within two years.
- Implemented two reoccurring revenue programs:
  - A "Direct Bank" back-office processing facility for Internet-only institutions that delivered a 20% operating profit in the first year.
  - Dedicated service teams – funded by specific customers – that generated an average month-over-month margin of 30%.
- As Asia Pacific Director:
  - Increased billable utilization to 78%.
  - Restructure client support teams to meet SLAs while reducing overall staffing levels by 15%.

- Diffused two potentially litigious situations, turning both into profitable relationships with 30+% margins.

### **EARLY CAREER**

Fiserv, Orlando, FL: Vice President, U.S. Professional Services; Manager of Client Relationships; U.S. Facilities Manager

Annapolis Federal Savings Bank, Annapolis, MD: Senior Vice President of Operations

Chase Bank of Maryland, Baltimore, MD: Vice President of Operations

Farmers National Bank of Maryland, Annapolis, MD: Vice President of Operations

Southeast National Bank of Pennsylvania, Media, PA: Assistant Auditor; Branch Manager; Commercial Loan Officer

Bank of Delaware, Wilmington, DE: Audit Supervisor



# City of Lake Mary

## "City of Lakes"

Published on *Lake Mary, FL* (<http://www.lakemaryfl.com>)

[Home](#) > [Board Appointment Application Online Form](#) > [Submissions](#) > Submission #24786

## Submission #24786

### Submission information

Form: [Board Appointment Application Online Form](#)

Submitted by Anonymous

Sunday, November 27, 2016 - 6:06pm

99.170.119.179

**Name:**

Jacqueline M Snook

**Home Phone:**

407-810-6794

**Home Address:**

185 Rolex Point. Lake Mary

**Business:**

Go Transportation and Translation Services

**Business Phone:**

321-214-2046

**Business Address:**

755 Clay St. Winter Park FL

**Email Address:**

snook.jackie@gmail.com

**Brief Resume of Education & Experience:**

My initial career was as a Registered Nurse in an Intensive Care Unit. For the last 13 years I have been a partner and executive in a series of 3 companies. We grew and sold 2 of the companies, 1 6 years ago and 1 this year. I am currently one of 3 owners and the COO of Go Transportation and Translation Services. We are a national company providing services to the workers compensation industry. In the 2 years since starting this company we have experienced steady growth and profitability.

**Are you a registered voter?:**

Yes

**Are you a resident of Lake Mary?:**

Yes

**Do you own property in Lake Mary?:**

Yes

**Do you hold a public office?:**

No

**Have you ever served on a City Board in Lake Mary?:**

No

**Are you employed by the City of Lake Mary?:**

No

**Have you ever been convicted of a misdemeanor or felony, excluding civil traffic violations?:**

No

**If Yes, please provide information.:**

**Check Boards you are interested in:**

- 
- CODE ENFORCEMENT BOARD \*\*
  - PLANNING & ZONING BOARD \*\*

**What qualifications do you bring to the Board(s) if appointed?:**

As a 15 year resident and property owner in Lake Mary I care greatly about our future growth. As an executive in a various very successful companies I have shown the ability to work with a diverse group of people. I am intelligent and detailed oriented. I am able to work with others to reach mutually beneficial outcomes. I have held various positions on the Central Florida Case Management Board including President and Treasurer.

**Signature:**

Jacqueline M Snook

**Source URL:** <http://www.lakemaryfl.com/node/2474/submission/24786>