

City of Lake Alfred
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AGENDA
CITY COMMISSION MEETING
MONDAY JANUARY 9, 2017
7:30 P.M.
CITY HALL

CALL TO ORDER: MAYOR CHARLES LAKE

INVOCATION AND PLEDGE OF ALLEGIANCE: PASTOR STRAWN

ROLL CALL: CITY CLERK AMEÉ BAILEY

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

PROCLAMATION - APLI
EMPLOYEE RECOGNITION: CHRIS COSTINE – 10 YEARS

CONSENT AGENDA

- 1.) CITY COMMISSION MEETING MINUTES FOR DECEMBER 5, 2016
- 2.) CITY COMMISSION ANNOUNCEMENTS
- 3.) INTERLOCAL AGREEMENT: POLK COUNTY PROPERTY APPRAISER

AGENDA

- 1.) ORDINANCE 1377-17: GENERAL EMPLOYEE RETIREMENT SYSTEM
- 2.) ORDINANCE 1378-17: MEDICAL MARIJUANA MORATORIUM
- 3.) INTERLOCAL AGREEMENT: TRANSIT SERVICES
- 4.) PURCHASE: POLICE VEHICLE

RECOGNITION OF CITIZENS (PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.)

COMMISSIONER QUESTIONS AND COMMENTS:

MAYOR LAKE
VICE MAYOR DALEY
COMMISSIONER DUNCAN
COMMISSIONER DEARMIN
COMMISSIONER MAULTSBY

ADJOURN

Should any person decide to appeal any decision made at a meeting, or any meeting announced in this agenda, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made. In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk not later than four days prior to the proceeding at 863- 291-5747.



Proclamation

Whereas, the Agricultural and Labor Program, Inc. (ALPI) is a private non-profit community based organization that has been helping people and changing lives since 1968; and

Whereas, ALPI's purpose is to help people maintain family strength, provide avenues for financial assistance, and create economic stability; and

Whereas, in the 2015-2016 fiscal year, ALPI enrolled 120 families into the Community Services Block Grant self-sufficiency program, as well as 10 adults were provided with work experience of which 8 became gainfully employed; and

Whereas, Head Start / Early Head Start services were provided to 1058 and Voluntary Pre-Kindergarten services were provided to 442 children and their families Polk and St. Lucie Counties through the Agricultural and Labor Program, Inc.; and

Whereas, additionally ALPI provided a total of 359,287 meals to pre-school and school age children via the Child Care Food and Nutrition Program; and

Whereas, the Low Income Home Energy Assistance Program (LIHEAP) services were expanded in partnership with 15 non-profit organizations to provide assistance to a total of 8079 clients and Elderly Home Energy Assistance Program (EHEAP) services were provided to 101 seniors.

Whereas, the month of January will commemorate 49 years of providing a constant flow of community support services to help socially and economically disadvantaged children and families.

Therefore, BE IT RESOLVED that the City of Lake Alfred formally recognize January 21, 2017 as

"Agricultural and Labor Program, Inc. Day"

in the City of Lake Alfred, Florida and urge all citizens to recognize services needed by those less fortunate in our community and encourage everyone to support the Agricultural and Labor Program, Inc.

IN WITNESS WHEREOF, I have hereunder set my hand this 9th day of January 2017.

Charles Lake, Mayor
City of Lake Alfred, Florida

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

CONSENT AGENDA

All matters listed under this item are considered to be routine and action will be taken by one motion without discussion. If discussion is requested by a Commissioner, that item(s) will be removed from the Consent Agenda and considered separately.

1.) DECEMBER 5, 2016 CITY COMMISSION MEETING MINUTES

ATTACHMENTS:

- Draft Minutes

ANALYSIS: Please review the minutes at your earliest convenience and if there are any questions, comments or concerns please contact the City Clerk, Ameen Bailey at (863) 291-5747. The CRA Minutes are also included for your reference.

2.) CITY COMMISSION ANNOUNCEMENTS

ANALYSIS: Each of the meetings/ events scheduled below may constitute a public meeting at which two or more City Commissioners or Planning Board Members may attend and discuss issues that may come before the City Commissioners.

Date	Meeting/ event	Location	Time
January 18	Planning Board	City Hall	6:00 pm
January 19	Chamber Lunch and Learn	Cornerstone	11:30 am
January 19	Code Enforcement Special Magistrate Hearing	City Hall	3:00 pm
January 19	Parks & Recreation Board	City Hall	6:00 pm
January 24	Water Summit	BoCC Chambers	6:00 pm

DRAFT MINUTES
CITY OF LAKE ALFRED
CITY COMMISSION MEETING
MONDAY DECEMBER 5, 2016
7:30 P.M.
CITY HALL

Call to Order: Mayor Charles Lake

Invocation and Pledge of Allegiance: Pastor Strawn

Roll Call: Those in attendance were Mayor Charles Lake, Vice Mayor Nancy Daley, Commissioner John Duncan, Commissioner Jack Dearmin and Commissioner Albertus Maultsby.

Staff attendance: City Manager Ryan Leavengood, Assistant Attorney Seth Claytor, City Clerk Ameen Bailey-Speck, Police Chief Art Bodenheimer, and Public Works Director John Deaton.

CITY MANAGER ANNOUNCEMENTS

City Manager Leavengood stated the upcoming Lake Alfred Public Library events include story time, Lego Mania, adult coloring, story time, jewelry, and computer class. The Library will also be hosting the Friends of the Library Book Sale and Mobil Career Source. Contact the Library for more information.

The City will hold its annual Employee Holiday Party on Friday December 16th at the Lions Club at 6 pm. Board members are invited to attend.

Santa Clause is coming to Lake Alfred and male volunteers are needed to make calls to kids on December 20th. Please let Parks and Recreation Department know if you are interested.

City Offices and the Library will be closed on Friday December 23rd thru Monday December 26th in observance of Christmas. Offices will also be closed on January 2nd, 2017 for New Year's Day. Changes to the Solid Waste schedule will be distributed and are posted on the City website.

The annual Lake Alfred Bluegrass & BBQ Bash, will be held Saturday January 14th from 11:00 am until 9:00 pm at Lions Park. Banners have been posted on the new frames. For more information please contact the Parks and Recreation Department.

The City participated in the Havendale Christmas Parade, the Lake Alfred Parade and events at Gardner Park which were a great success. This was the first time in many years the City had its own float, thanks to Richard Weed and pews donated by Commissioner Duncan.

City Manager Leavengood shared a compliment for work to recovery a plumbing company van by the Police Department. He provided an update on the new aluminum dock at Lions Park. The City purchased the materials and the dock was installed by the Canal Commission. The budget includes \$30,000 for this type of parks maintenance project each year. The City Commission will see additional proposals in January.

City Manager Leavengood stated that there were citizens in the audience regarding the utility rate structure. He presented data on Fruitland Park. The area has 98 users with 63% paying less. He also discussed the City's ability to show customers their daily water usage through a data log. This allows customers to understand usage and to assist with leak detection. Customers have started asking how to reduce consumption.

He gave a presentation on the water and sewer rate study to update the residents of Marianna Acres on the recent changes. The City changed from a flat rate system to a user based system. The City previously had an informal vacation policy which had no foundation in the code, ordinance or resolution. The vacation policy actually conflicts with the code (sewer availability for customers not connected) and could have been a violation of the bond to waive the fees for some users. Now everyone pays the base rate for access to the service and then customers pay for their individual usage. 95% of the utility's costs are fixed. The new rate structure is revenue neutral to promote fairness and conservation. The study accomplished a 25% reduction in the base rates for all customers with a breakeven point of 4,500 gallons of usage per month. If some customers do not pay the base rate then the base rates for everyone would need to increase. Due to good management, the water and sewer rates have not increase for 15-20 years.

The City Manager reviewed the vacation policies of other cities in Polk County. Seven cities do not have a vacation status or provide a slight reduction. The City is honoring the agreement for vacation rates until customers return. Customers that installed an irrigation meter in the past 5 years to utilize the old vacation policy will be reimbursed. The City is allowing customers to reduce their meter size to reduce their utility costs. Over time, the City may need to make additional changes. Other cities have lower base rates with higher usage rates. The City can review moving the sanitation billing from the monthly bill to the ad valorem assessment and reduce the overall costs. The City can also consider an interim vacation policy for sanitation.

Fred Dye in Lake Marianna Acres asked the cost to start a new service.

City Manager Leavengood stated that the deposit is approximately three times the base fee. If you turn off the service and re-open account within a year you are responsible for the base fee for the period the account closed.

Barbara Barzak 1907 Wynelle Court in Lake Marianna Acres was not happy with the new rate structure and plans to boycott Lake Alfred businesses.

Wes Warren 2137 Lois Blvd in Lake Marianna Acres and the President of Lake Marianna Acres HOA stated that there are 311 in Lake Marianna Acres with about 125 are seasonal residents. He recommends that residents turning off their water when they are to protect the home. Now they have an addition cost of \$35 to turn off and then \$35 to turn on in addition to the base fee while they are gone. Now it is not cost effective for them to turn the water off and protect their home while they are out of the state. If there is a leak there would be damage and a large charge in usage. He also stated that during the Utility Rate hearings, the vacation rate policy was never discussed. Therefore, he asked about reducing the base rate 50% when service is turned off at the meter.

John Deaton Public Works Director stated that every mobile homes has a valve to turn off the water at their home. If the resident does not know where the valve is located, they can call Public Works for assistance.

City Manager Leavengood stated that if customers show that they repaired a leak the account would be credited to normal usage. The City would like to have the community with in the City limits and it would save the community the 25% out of City surcharge. Nor would the residents pay the County Fire Assessment.

Commission Duncan asked about their sanitation service.

City Manager Leavengood stated that they pay for the sanitation on their tax bill for the entire year.

CITY ATTORNEY ANNOUNCEMENTS

No announcements.

RECOGNITION OF CITIZENS

Jean Brittan, 370 South Echo Dr., thanked the City for turning on the light at the fishing pier. She then asked how the street lights are paid for in Echo Terrace and about specific lights that are out in the area.

John Deaton Public Works Director stated that the City pays for lights around town, however they are maintained and repaired by TECO. He drives around town to monitor the lights and he works with TECO to get lights repaired. He also stated that TECO will be changing the bulbs to LED. He will contact TECO about the light in Echo Terrace.

EMPLOYEE OF THE QUARTER – KENDON DANIELS

Public Works Director John Deaton stated that Kendon has been with the city since 2013. He started with the city working in the public works streets department. Kendon being a dependable and hardworking employee showed interest in the wastewater operating field. Kendon transferred to the wastewater department in 2015 and recently received his state of Florida DEP wastewater license and was promoted to wastewater plant operator. We are very proud to present him with employee of the quarter for a job well done!

As the employee of the quarter, Kendon will receive this certificate of appreciation, award pin, a day off with pay, and a \$50 gift certificate from a citizen donation.

CONSENT AGENDA

Commissioner Dearmin moved to approve the consent agenda, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. No citizen comments.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

City Manager Leavengood stated that he usually request the second meeting in December to be cancelled. He asked for consensus.

Commissioner Dearmin moved to cancel the second meeting in December, seconded by **Commissioner Maultsby**.

MAYOR LAKE	AYE
VICE MAYOR DALEY	NAE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

AGENDA

1.) EXPENDITURE OF POLICE FORFEITURE FUNDS

City Manager Leavengood stated City maintains a trust for funds obtained through the forfeiture and sale of property obtained through law enforcement activities by the City's police department. The funds may be expended by the police department subject to approval by the City Commission on specific law enforcement activities including crime prevention and equipment purchases.

The police department is requesting to utilize forfeiture funds to purchase thirteen (13) ballistic vests for each police officer in the department at a total cost of \$10,751. In addition, the department is requesting to donate \$3,000 of the forfeiture funds to Polk County Crime Stoppers whose assistance helps solve criminal cases in Lake Alfred.

The total requested amount for both expenditures is \$13,751. The City currently has \$33,831 in the forfeiture account available to accommodate the requested expenditures.

Staff recommended approval of expenditure of police forfeiture funds in the amount of \$13,751.

Art Bodenheimer, Police Chief explained the forfeiture rules and acquisition of funds. The funds are from criminal activity where property was seized and then sold. He stated that the request meets statutory requirements. The money donated by the Southern Jeep Society will be saved for a different use. He spoke with them regarding the vest. The vest must be individually fitted and should be received within 45 days.

Vice Mayor Daley moved to approve expenditure of police forfeiture funds in the amount of \$13,751, seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

Commissioner Dearmin moved to recess the city Commission, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

The City Commission Meeting was recessed at 8:41 p.m. for the Community Redevelopment Agency Board Meeting and reconvened at 9:03 p.m.

Roll Call: Those in attendance were Mayor Charles Lake, Vice Mayor Nancy Daley, Commissioner John Duncan, Commissioner Jack Dearmin, and Commissioner Albertus Maultsby.

RECOGNITION OF CITIZENS

Loretta Vittorio 260 Oak Lane thanks the City for the storage area and stated that the Christmas for Kids celebration will be held on December 17th at 10 am at the Highlands Center. There will be approximately 100 kids receiving gifts.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Maultsby attended the RLC Dinner and the topic was CRAs. He stated that some legislatures want to reduce or eliminate the use of CRAs. He thanked Parks and Recreation and Commissioner Duncan for the float for the parades. He has enjoyed working for the City this year and he hope to continue to be a group of people that work together to get the job done.

Mayor Lake attended the RLC Dinner and they drove with the City of Auburndale in their van. He liked that the City Commission was all together on one float for the Havendale and Lake Alfred Parade with families. Thanked Parks and Recreation and Commissioner Duncan for working on the float. Merry Christmas

Vice Mayor Daley stated she also enjoyed float with family and that she was happy about vest purchase. She is hopeful that the City Manager can find a solution to address citizen concerns on vacation rates. She also hoped they would consider annexation, which would lower their

rates, eliminate the Fire assessment fee, and provide them with City services. Merry Christmas and all the other holidays.

City Manager Leavengood commented that staff will continue to review the rate structure for compromises. We may need Raftelis to take another look at the rates also.

Commissioner Duncan asked if they would need 51% of the residents or the entire community to annex Marianna Acres.

He wished everyone a Merry Christmas and a Happy New Year. He recently attended conference regarding sculptures and has some neat ideas to review with the Commission.

City Manager Leavengood stated the City would need 51% of the lots to annex. For other communities like Kingspoint or Cypress Greens, the residents rent to the lots. The property owner could choose to annex.

City Clerk Bailey stated that that the City would need 51% of the area annexed. It could be lots, streets, or the whole community.

Commissioner Dearmin wished everyone a Merry Christmas and a Happy New Year. He asked about the January schedule.

City Clerk Bailey stated that the January meetings are scheduled for the 2nd and 4th Monday. Since January has 5 weeks, the every other week schedule will be maintained into February.

Mayor Lake reminded everyone of the Legislative Committee meetings on Thursday.

With there being no further business to discuss, Mayor Lake adjourned the meeting at 9:18 pm.

Respectfully Submitted,

Ameé Bailey
City Clerk

DRAFT MEETING MINUTES
CITY OF LAKE ALFRED
COMMUNITY REDEVELOPMENT AGENCY BOARD
MONDAY DECEMBER 5, 2016
7:51 P.M.
CITY HALL

Call to order at 8:43 p.m. – Charles O. Lake, Chair

Roll Call: Those in attendance were Chair Charles Lake, Vice Chair Nancy Z. Daley, Board Member John Duncan, Board Member Jack Dearmin, and Board Member Albertus Maultsby.

Staff attendance: City Manager Ryan Leavengood, Assistant Attorney Seth Claytor, City Clerk Ameen Bailey-Speck, Police Chief Art Bodenheimer, and Public Works Director John Deaton.

COMMUNITY REDEVELOPMENT BOARD (CRA) AGENDA

1.) AUGUST 22, 2016 CRA MEETING MINUTES

Board Member Duncan moved to approve the CRA meeting minutes for August 22, 2016; seconded by **Board Member Dearmin** and the motion was approved by unanimous voice call vote.

CHAIR LAKE	AYE
VICE CHAIR DALEY	AYE
BOARD MEMBER DEARMIN	AYE
BOARD MEMBER DUNCAN	AYE
BOARD MEMBER MAULTSBY	AYE

2.) CRA RESOLUTION 01-16: CRA BOARD BYLAWS

Assistant City Attorney Claytor read the resolution title.

City Manager Leavengood the proposed resolution adopts bylaws for the CRA that identifies various responsibilities and obligations required by state, county, and municipal regulations regarding the operation and powers of the CRA.

The drafted bylaws also contain provisions for procedures on membership, officers and their duties, meetings and schedules, and other various items. These elements have been modeled after existing City procedures and provisions found in the bylaws of other CRAs.

He stated that the City Attorney made a few scrivener's changes in the agenda publication.

Vice Chair Daley asked about the election process and the timing for the election of Officers since it differs from the appointment of offices for the City Commission. She asked if the chair and vice chair positions could mirror the City Commission Mayor and Vice Mayor appointments.

City Manager Leavengood stated that in the absence of an election it will default to the Mayor and Vice Mayor. The Chair is whoever is in the position of Mayor (the position not a person). It could be noted in the minutes that the CRA is following the bylaws to allow the Mayor to serve

as Chair and the Vice Mayor is serving as Vice Chair. It is only different if there is an election. At some point when there are community members on the CRA they may be elected for these positions.

City Clerk Bailey stated that the October date was based on Florida Statutes.

Assistant City Attorney Claytor stated that vacancy is defined as the death, resignation, or removal of a member of the Board. If there was a new Mayor then the default would be for the Vice Chair to serve.

Chair Lake asked about the appointment of additional members.

Member Dearmin asked about training.

City Manager Leavengood suggested waiting another year to appoint additional members. There will not be much activity in 2017 and do to the dual office restrictions. In addition, you may not want to appoint an active resident to the CRA and restrict them from participating on another board or committee. Those may be good people to recruit with e CRA is more active.

The FLC has a CRA conference one a year and he recommended the City Commission to attend.

Assistant City Attorney Claytor read the changes from the previous version.

Board Member Dearmin moved to approve Resolution 01-16 CRA meeting bylaws; seconded by **Board Member Duncan** and the motion was approved by unanimous voice call vote.

CHAIR LAKE	AYE
VICE CHAIR DALEY	AYE
BOARD MEMBER DEARMIN	AYE
BOARD MEMBER DUNCAN	AYE
BOARD MEMBER MAULTSBY	AYE

Motion to adjourn

Without further business, the CRA Meeting adjourned at 9:03 p.m.

Respectfully submitted,

Ameé Bailey-Speck
City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

3.) INTERLOCAL AGREEMNT: PROPERTY APPRAISER

ISSUE: The City of Lake Alfred will consider an updated interlocal agreement with the Property Appraiser.

ATTACHMENTS:

- Property Appraiser Interlocal Agreement

ANALYSIS: In July of 2014, the City adopted by ordinance elements of the International Property Maintenance Code providing a unified set of building and property maintenance standards. Coupled with this ordinance were interlocal agreements with the Property Appraiser and Tax Collector that allowed for abatement costs incurred by the City through the code enforcement process to be recovered as a non-ad valorem assessment on the property tax bill.

The proposed agreement with the property appraiser is a renewal of the previous process but is specific to the 2017 tax year assessment roll. The previously approved agreement with the tax collector that is tied to this process automatically renews each year.

STAFF RECOMMENDATION: Approval of the interlocal agreement with the Property Appraiser.

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, November 30, 2016 by and between the City of Lake Alfred, a Florida municipal corporation hereinafter referred to as the 'City', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the City may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the City shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2017 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the City of Lake Alfred for Code Enforcement Special Assessments.
3. The term of this Agreement shall commence on January 1, 2017 and shall run until December 31, 2017, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The City shall meet all relevant requirements of Section [197.3632](#) Florida Statutes.
5. The City shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the City shall provide **proposed assessments no later than Thursday, July 20, 2017**, for inclusion on the 2017 TRIM notice which is statutorily mailed within 55 days of July 1. The City's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The City shall certify to the Property Appraiser the City's annual installment and levy **no later than Friday, September 15, 2017**. The Property Appraiser shall, using the information provided by the City, place the City's non ad-valorem special assessments on properties within the district for inclusion on the 2017 tax roll.
7. The Property Appraiser shall be compensated by the City for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Friday, September 15, 2017** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the City, the Property Appraiser shall be compensated by the City for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The City shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the City or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED on the date first above written
By:

City Representative

Print name

Title

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

AGENDA

1.) ORDINANCE 1377-17: GENERAL EMPLOYEE RETIREMENT SYSTEM

ISSUE: The City Commission will consider Ordinance 1377-16 amending the General Employee Retirement System on first reading.

ATTACHMENTS:

- Ordinance 1377-17
- Actuarial Impact Statement

ANALYSIS: The City maintains a defined benefit retirement system for its general employees. The proposed ordinance includes updated language to be in compliance with Internal Revenue Code (IRC) changes. The proposed ordinance also includes updated language and provisions for membership; pickup contributions; and permissive service credits.

The proposed changes have no financial impact to the plan. The attached impact statement provided by the plan's actuary highlights the primary changes.

STAFF RECOMMENDATION: Approve Ordinance 1377-16 on first reading.

ORDINANCE NO. 1377-17

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA AMENDING APPENDIX A, GENERAL EMPLOYEES' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF LAKE ALFRED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 14, MAXIMUM PENSION; AMENDING SECTION 15, DISTRIBUTION OF BENEFITS; AMENDING SECTION 25, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 26, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 27, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 28, REEMPLOYMENT AFTER RETIREMENT; ADDING SECTION 29, PURCHASE OF NON-QUALIFIED SERVICE CREDIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred General Employees are presently provided pension and certain other benefits under Ordinances of the City of Lake Alfred; and

WHEREAS, Appendix A, Employees' Retirement System of the Code of Ordinances was last amended on July 22, 2013 as set by Ordinance 1323-13; and revisions are necessary to comply with current IRS regulation and make other appropriate changes related thereto; and

WHEREAS, upon review, the City Commission desires to update Appendix A, Employees' Retirement System of the Code of Ordinances to comply with IRS regulations, modify purchase of credited service provisions, and add the option to purchase non-qualified service credit; and

WHEREAS, the City's General Employees' Retirement Board held meetings to discuss and review amendments to Appendix A, Employees' Retirement System of the Code of Ordinances as presented, and found the amendments and changes necessary and appropriate to meet the needs of the City.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Lake Alfred, Florida that this Ordinance is hereby passed as follows;

SECTION 1: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 1, Definitions, to amend the definitions of "Accumulated contributions", "Actuarial Equivalent", "Credited Service" and "Spouse", to read as follows:

* * * * *

Accumulated contributions: means a Member's own contributions with interest at the rate of three percent (3%) per annum compounded annually. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, and any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service, shall be included in Accumulated Contributions, without the crediting of interest of three percent (3%) per annum. Accumulated Contributions shall not include amounts paid by the City to purchase Credited Service for any Member.

* * * * *

Actuarial Equivalent means a benefit or amount of equal value, based on the RP-2000 Combined Healthy Unisex Mortality Table and an interest rate of ~~seven and three-quarters percent (7.75%)~~ equal to the investment return assumption set forth in the last actuarial valuation approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using the assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited Service means the total number of years and fractional parts of years of service as a General Employee with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a General Employee. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the City pending the possibility of being reemployed as a General Employee, without losing credit for the time that he was a Member of the System. If a non-vested Member leaves the employ of the City, his Accumulated Contributions, if less than one-thousand dollars (\$1,000.00), shall be returned. If a non-vested Member is not reemployed within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or more, will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. If a vested Member leaves the employ of the City, his Accumulated Contributions will be returned only upon his written request. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated.

The years or parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a General Employee to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.
- B. The Member returns to his employment as a General Employee within one (1) year following the earlier of the date of his military discharge or his release from service, unless otherwise required by USERRA.
- C. The Member deposits into the Fund the same sum that the Member would have contributed, if any, if he had remained a General Employee during his absence. The maximum credit for military service pursuant to this subdivision shall be five (5)

years. The Member must deposit all missed contributions within a period equal to three times the period of military service, but not more than five (5) years, following re-employment or he will forfeit the right to receive credited service for his military service pursuant to this paragraph.

- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

* * * * *

Spouse means the ~~lawful wife or husband of a Member or Retiree~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 2, Membership, subsection 1., Conditions of Eligibility, to read as follows:

* * * * *

1. Conditions of Eligibility.

All General Employees as of October 1, 2007 shall be Members of the System, and all other General Employees, including all future new General Employees, shall become Members of this System as a condition of employment.

Notwithstanding the above paragraph, a new employee who is hired as the current City Manager and any future City Manager may, in the event he has elected to participate in another pension program, ~~within the first twelve (12) months of his~~ upon employment as City Manager, notify the Board and the City, in writing, of his election to not be a Member of the System. In the event of any such election, he the City Manager shall be barred from future membership in the System. Thereafter, contributions to the plan in accordance with Section 5 shall not be required, The City Manager shall not be eligible to be elected as a Member Trustee on the Board or vote for a Member Trustee, and he shall not be eligible for any other benefits from the plan. Current employees of the City who are selected to become City Manager are not eligible for the opt-out

provided for herein. Other newly employed General Employees who enter into employment contracts with the City, whose contracts permit them to opt--out of this System may also be permitted to opt--out of the System but only at the time of employment as a General Employee.-

* * * * *

SECTION 3: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 4, Finances and Fund Management, subsection 6.B.(3), to read as follows:

* * * * *

- (3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.
- (a) Any collective or common group trust to which assets of the Fund are transferred pursuant to subsection (3) shall be adopted by the Board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
- (b) The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Members and beneficiaries of the plan.
- (c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 4: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 5, Contributions, to read as follows:

SECTION 5. CONTRIBUTIONS.

1. Member Contributions.

- A. Amount. Each Member of the System shall be required to make regular contributions to the Fund in the amount of five percent (5%) of his Salary. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board at least monthly. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.
- B. Method. Such contributions shall be made by payroll deduction.
- C. In addition, in the event there is a specific employment agreement between the Member and the City in which the City agrees to pay all or a part of the Member contributions on behalf of the Member, and the Member does not have the option to receive the contributed amounts directly instead of having them paid by the City to the Fund, the City may pick-up and pay such contributions on behalf of the Member, and such payments shall be excluded from the Member's gross income.

2. City Contributions.

So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the required City contribution, as shown by the applicable actuarial valuation of the System. The City may make additional contributions to offset accrued or unfunded liabilities of the System. Additionally, the City reserves the right to pick-up Member contributions and the amount necessary to purchase Credited Service under Section 27 on behalf of certain Members as may be elected by the City. Such action shall be construed as employer pick-up contributions under Section 414(h)(2) of the Code, and shall be excluded from the Member's gross income.

3. Other.

Private donations, gifts and contributions may be deposited to the Fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. Funds arising from these sources may be used only for additional benefits for Members, as determined by the Board, and may not be used to reduce what would have otherwise been required City contributions.

SECTION 5: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1, Normal Retirement Date, to read as follows:

* * * * *

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with or next following the attainment of age fifty-seven (57) and the completion of ten (10) years of Credited Service. Any Member who, on October 1, 2011 has attained age sixty (60) and who has five (5) or more years of Credited Service may retire with a normal retirement benefit. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date. A Member's normal retirement age is the earlier of the attainment of age fifty-seven (57) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.~~

* * * * *

SECTION 6: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 7, Pre-Retirement Death, subsection 2.B., to read as follows:

* * * * *

2. B. If the deceased Member was eligible for normal or early retirement, the Spouse Beneficiary shall receive a benefit payable for five (5) years, beginning on the first day of the month following the Member's death or at the deceased Member's otherwise normal ~~or early~~ retirement date, at the option of the Spouse Beneficiary. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his death and reduced as for early retirement, if applicable.

* * * * *

SECTION 7: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 8, Disability, subsection 1, Disability Benefits, to read as follows:

* * * * *

1. Disability Benefits.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a General Employee shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to two and seventy two one-hundredths percent (2.72%) of his Average Final Compensation multiplied by the total years of Credited Service, to a maximum of forty (40) years, actuarially reduced from age sixty (60). Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons,

the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 8: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

* * * * *

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. If a Member has elected an option with a joint pensioner or Beneficiary and Member's retirement income benefits have commenced, the Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner if the designated joint pensioner and the Member were married at the time of Member's Retirement and are divorced subsequent thereto and the joint pensioner is alive at the time of the change. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 9: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 14, Maximum Pension, subsections 6., 8., 10.A., 12.B., and by adding subsection 13, to read as follows:

* * * * *

6. Less than Ten (10) Years of Participation ~~or Service.~~

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service with the City~~ participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

* * * * *

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 14, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 14 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten

thousand dollars (\$10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 14 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

* * * * *

10. Service Credit Purchase Limits.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Sections 25, 27 and 29 ~~and 27~~, then the requirements of this Section will be treated as met only if:

- (1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or
- (2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph, and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Internal Revenue Code solely by reason of this subparagraph.

* * * * *

12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 10: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 15, Distribution of Benefits, subsection 2.B.(4), to read as follows:

* * * * *

- (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B. ~~and subsection 5~~, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 11: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 25, Military Service Prior to Employment, subsection 5, to read as follows:

* * * * *

5. Credited Service purchased pursuant to this Section shall ~~not~~ count for all purposes, including toward vesting.

* * * * *

SECTION 12: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 26, Deferred Retirement Option Plan, to read as follows:

SECTION 26. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 26, the following definitions apply:"

- A. "DROP" -- The City of Lake Alfred General Employees' Deferred Retirement Option Plan.
- B. "DROP Account" -- The account established for each DROP participant under subsection 3.
- C. "Total return of the assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2)(b), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a General Employee, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. In no event, however, may a Member participate in the DROP beyond the date which is five (5) years from the date on which the Member first becomes eligible for normal retirement. Notwithstanding the previous sentence, any Member who was eligible for normal retirement on August 21, 2000, may participate in the DROP for a full sixty (60) months on the condition that he entered the DROP on or before September 20, 2000. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in this subsection. A Member may participate only once.

D. Termination of Participation.

- (1) A Member's participation in the DROP shall cease at the earlier of:
 - (a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or
 - (b) termination of his employment as a General Employee.
- (2) Upon the Member's termination of participation in the DROP, pursuant to subsection (1)(a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a General Employee.
- (3) A Member who terminates his participation in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

- (1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any additional benefits provided under any cost-of-living adjustment for Retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 28, Reemployment After Retirement.
- (2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a General Employee, no amounts shall be paid to him from the System until he terminates his employment as a General Employee. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a General Employee.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. Transfers From Retirement System.

- (1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a General Employee and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a General Employee.
- (2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited ~~after each fiscal year quarter~~ with either:
 - (a) Interest at an effective rate of six and one-half percent (6-1/2%) per annum compounded ~~quarterly~~ monthly,

determined on the last business day of the prior quarter's month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

- (b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- (3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's first month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or

interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the City. A Member employed by the City after the permissible period of DROP participation, will be eligible for pre-retirement death and disability benefits, and will accrue additional Credited Service only as provided for in Section 28.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a General Employee. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a General Employee.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. ~~A Member may, however, elect, in such time and manner as the Board shall prescribe, that his DROP distribution be used to purchase a nonforfeitable fixed annuity payable in such form as the Member may elect.~~ Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election on forms designated by the Board to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distributions of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid directly in a direct rollover as otherwise provided under the System in Section 22.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an

individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

- (1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- (2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP is not a separate retirement plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 26 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP account.

C. No employer discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

A-E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

B F. Facility of Payment.

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him, shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

C G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

D H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

E J. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the

event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- (2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

G K. Construction.

- (1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- (2) The titles and headings of the subsections in this Section 26 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

H L. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

- † M. Effect of DROP Participation on Employment.** Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 13: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 27, Prior Government Service, to read as follows:

SECTION 27. PRIOR GOVERNMENT SERVICE.

Unless otherwise prohibited by law, the years or fractional parts of years that a General Employee who was previously a Member, but who terminated employment and received a refund of his contributions or who terminated employment and is not otherwise entitled to Credited Service for such previous period of employment as a General Employee, or the years or fractional parts of years that a Member previously served as an employee for any governmental agency in the United

States, including but not limited to federal, state or local government service, and for which he does not otherwise qualify for and receive credit under this System, shall be added to his years of Credited Service provided that:

1. The Member contributes to the fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit, but in any event, prior to Retirement, and shall be made in one lump sum payment upon receipt of which Credited Service shall be given.

4. The maximum credit under this Section for service other than with the City of Lake Alfred shall be five (5) years of Credited Service and shall count for all purposes, ~~except~~ including vesting. There shall be no maximum purchase of credit for prior service with the City of Lake Alfred and such credit shall count for all purposes, including vesting.

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in Section 14, subsection ~~8-B~~ 12.B.

6. Notwithstanding the previous subsections, the City may elect to pick-up all or a portion of the amount of the contribution required for the purchase of prior government service for a Member. It is the intent of this provision that any pick-up contribution shall be pursuant to Section 414(h)(2) of the Code and not result in reported wages, withholding, or taxable income to the Member. The contributions, although designated as employee contributions, are being paid by the City in lieu of contributions made by the Member; and the Member does not have the option to receive the contributed amounts directly instead of having them paid by the City to the plan.

SECTION 14: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 28, Reemployment After Retirement, to read as follows:

SECTION 28. REEMPLOYMENT AFTER RETIREMENT.

1. Any Retiree who is retired under this System, except for disability retirement as previously provided for, may be reemployed by any public or private employer, except the City, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this System. Reemployment by the City shall be subject to the limitations set forth in this Section.

2. After Normal Retirement. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City in any capacity, shall upon being reemployed, continue receipt of retirement benefits during any such employment period if he is at

least age (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). A Retiree who returns to work under the provisions of this Section and, by virtue of that reemployment, is eligible to participate in this System, shall not accumulate additional Credited Service for subsequent periods of employment described in this Section, shall not be required to make contributions to the System, nor shall he be eligible for any other benefit other than the Retiree's normal retirement benefit. Regardless of any other provision of this System, any retired and reemployed Retiree continuing to receive retirement benefits shall not be an active Member of the System.

3. Any Retiree who is retired under normal retirement pursuant to this System and who is reemployed by the City after that Retirement and, by virtue of that reemployment is ineligible to participate in this System, shall, during the period of such reemployment, continue to receive retirement benefits previously earned if he is at least age (62), otherwise the System shall discontinue receipt of benefits until he reaches age sixty-two (62). Former DROP participants shall begin receipt of benefits under these circumstances.

4. After Early Retirement. Any Retiree who is retired under early retirement pursuant to this System and who subsequently becomes an employee of the City in any capacity, shall discontinue receipt of benefits from the System until the earlier of termination of employment or such time as the reemployed Retiree reaches ~~the date that he would have been eligible for normal retirement under this System had he continued employment and not elected early retirement age sixty-two (62).~~ "Normal retirement" as used in this subsection shall be the current normal retirement date provided for under this System. A Retiree who returns to work under the provisions of this Section shall not be eligible for membership in the System, and, therefore, shall not accumulate additional Credited Service for subsequent periods of employment described in this Section, shall not be required to make contributions to the System, nor shall he be eligible for any other benefit other than the Retiree's early retirement benefit when he again becomes eligible as provided herein. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this Section if the Member was permitted to retire prior to the customary retirement date provided for in the System at the time of retirement.

5. Reemployment of Terminated Vested Persons. Reemployed terminated vested persons shall not be subject to the provisions of this Section until such time as they begin to actually receive benefits. Upon receipt of benefits, terminated vested persons shall be treated as normal or early Retirees for purposes of applying the provisions of this Section and their status as an early or normal Retiree shall be determined by the date they elect to begin to receive their benefit.

6. DROP Participants. ~~Members or~~ Retirees who are or were in the Deferred Retirement Option Plan shall, following termination of employment after DROP participation, have the options provided for in this section for reemployment.

SECTION 15: That Appendix A, General Employees' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by adding Section 29, Purchase of Credited Service, to read as follows:

SECTION 29. PURCHASE OF NON-QUALIFIED SERVICE CREDIT.

Unless otherwise prohibited by law, any Member who has accrued at least five (5) years of participation (which does not include purchased service) under this system shall be permitted to purchase up to five (5) years of additional Credited Service under this System for periods when there was no performance of service ("air time") provided that:

- (1) The Member contributes to the fund the sum that he would have contributed had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.
- (2) Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.
- (3) Payment by the Member of the required amount shall be made within six (6) months of his or her request for credit, but, in any event, prior to Retirement, and shall be made in one lump sum payment upon receipt of which Credited Service shall be given.
- (4) Service purchased pursuant to this Section shall count for all purposes including vesting and eligibility for disability benefits. The maximum combined purchase under this Section and Sections 25 and 27 shall be eight (8) years. However, there shall be no maximum purchase of credit for prior service with the City of Lake Alfred and such purchased service shall not be considered in determining the eight year maximum.

SECTION 16: CODIFICATION. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake Alfred; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the City of Lake Alfred is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 17: CONFLICT. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances, unless such repeal is explicitly set forth herein.

SECTION 18: SEVERABILITY. 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. The City of Lake Alfred, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 19: EFFECTIVE DATE. That this Ordinance shall become effective upon adoption.

INTRODUCED AND PASSED on First Reading at a regular meeting of the Lake Alfred City Commission held this 9th day of January, 2017.

PASSED AND FINALLY ADOPTED on Second Reading at the meeting of the Lake Alfred City Commission duly assembled on, this 23rd day of January, 2017.

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

Charles O. Lake, Mayor

ATTEST:

Amee Bailey-Speck, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

dm/LA/GEN/11-07-16.ORD.rev 12-16-16

December 29, 2016

VIA EMAIL

Ms. Valerie Vaught, Secretary
Lake Alfred General Employees' Retirement System
155 East Pomelo Street
Lake Alfred, FL 33850

Re: City of Lake Alfred
General Employees' Retirement System

Dear Valerie:

In response to Debbie McCord's (Asst. to Scott Christiansen) email dated December 16, 2016, we have reviewed the proposed ordinance 1377-17 (identified on page 21 as dm/LA/GEN/11-07-16.ORD.rev 12-16-16) to including but not limited to, the following proposed changes:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Accumulated contributions – to provide that this shall not include amounts paid by the City to purchase Credited Service for any Member.
 - b. Actuarial Equivalent – to amend the definition to incorporate the Mortality Table and interest rate currently being used by the Plan's actuary.
 - c. Credited Service – to clarify IRC regulations on leave conversions.
 - d. Spouse – To clarify the definition in accordance with a recent US Supreme Court ruling.
2. Section 2, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.
3. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.
4. Section 5, Contributions, has been modified to describe the ability of City to make contributions on behalf of Members in certain situations.
5. Section 6, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date as well as remove language specific to a retirement option that is no longer applicable.
6. Section 7, Pre-Retirement Death, subsection 2.B., is being amended to remove unnecessary language.
7. Section 8, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

8. Section 10, Optional Forms of Benefits, subsection 2, has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
9. Section 14, Maximum Pension, has had several subsections amended to comply with IRC changes.
10. Section 15, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.(4).
11. Section 25, Military Service Buybacks is being amended to clarify that it shall count for all purposes including vesting.
12. Section 26, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

We have also amended the provisions regarding when interest is calculated and paid to a monthly basis.
13. Section 27, Prior Government Service, subsection 5, is being amended to correct a reference and to include the provision that the City can make the contribution on behalf of the Member.
14. Section 28, Reemployment After Retirement, is being amended to clearly reflect recent IRC guidance on the ability to continue to receive retirement benefits from the system upon reemployment after normal or early retirement.
15. Section 29, Purchase of non-qualified service credit is being added.

We have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000

Ms. Valerie Vaught
December 29, 2016
Page Three

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick T. Donlan". The signature is written in a cursive style with a large initial "P" and a long horizontal stroke at the end.

Patrick T. Donlan, ASA, EA, MAAA
PTD/tb

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

2.) ORDINANCE 1378-17: MEDICAL MARIJUANA DISPENSARY MORATORIUM

ISSUE: The City Commission will consider Ordinance 1378-16 on first reading, implementing a six month moratorium on the permitting and placement of medical marijuana dispensaries.

ATTACHMENTS:

- Ordinance 1378-17

ANALYSIS: On November 8th, 2016 voters approved a ballot initiative to amend the Florida Constitution to allow for boarder sale and use of marijuana to treat Debilitating Medical Conditions within the State of Florida. Under state law, a municipality may determine by ordinance the criteria for the number, location, and other permitting requirements for dispensaries that do not conflict with state law or department rule.

The proposed six month moratorium for the permitting and placement of these dispensaries will give staff the time necessary to study the issue and to coordinate our efforts with Polk County and other cities in the area. The proposed ordinance has been modeled after Polk County's ordinance that is taking the same action by placing a six month moratorium to allow time for regulations to be drafted and implemented.

The end result of this process will be draft land development code provisions that will be transmitted to the Planning Board for their recommendation before coming to the City Commission as an ordinance to be in effect by the expiration of the moratorium.

STAFF RECOMMENDATION: Approve Ordinance 1278-17 on first reading.

ORDINANCE NO. 1378-17

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSING FACILITIES AND MEDICAL MARIJUANA TREATMENT CENTERS FOR A PERIOD OF 180 DAYS; MAKING FINDINGS; PROVIDING DEFINITIONS; PROVIDING FOR PENALTIES, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Lake Alfred possesses the police powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Commission of the City of Lake Alfred, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations to ensure their health, safety and welfare; 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 legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organization for "Qualified Patients," as defined by Section 381.986(1)(h); and

WHEREAS, in 2016, the Florida Legislature amended the Right to Try Act, codified in Section 499.0295, Florida Statutes, which amended the Compassionate Use Act and legalized the cultivation, production, and dispensing of "Medical Cannabis" as defined by Section 381.986(1)(f), Florida Statutes, and derivative products by a licensed dispensing organization to "Eligible Patients," as defined by Section 499.0295, Florida Statutes; and

WHEREAS, to date, the Department of Health has authorized six "Dispensing Organizations," as defined by Section 381.986(1)(b), Florida Statutes, throughout the state of Florida; and

WHEREAS, on November 8, 2016, voters approved an amendment to the Florida Constitution titled "Use of Marijuana for Debilitating Medical Conditions" (Amendment 2); and

WHEREAS, Amendment 2 fully legalizes the medical use of marijuana throughout the State of Florida for those individuals with specified "debilitating medical conditions," and authorizes the cultivation, processing, distribution, and sale of marijuana and related activities by licensed "Medical Marijuana Treatment Centers"; and

WHEREAS, Florida laws relating to medical use of Low-THC Cannabis, Medical Cannabis, and their respective derivative products are rapidly changing, raising substantial

questions about whether cannabis-related land uses may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, Medical Marijuana Dispensing Facilities and Medical Marijuana Treatment Centers are new and unique uses which are not currently addressed by the City's Land Development Code or Code of Ordinances; and

WHEREAS, Section 381.986(8)(b), Florida Statutes, permits municipalities to "determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of dispensing organizations located within its municipal boundaries"; and

WHEREAS, a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, development orders or any other official action of the City of Lake Alfred, Florida permitting or having the effect of permitting new Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Lake Alfred's Land Development Code and Code of Ordinances to address these new and unique use; and

WHEREAS, the City Commission for the City of Lake Alfred, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Lake Alfred, Florida and that it advances a significant and important governmental interest, **NOW, THEREFORE**,

NOW, THEREFORE BE IT ENACTED by the City Commission of the City of Lake Alfred, Florida that this Ordinance is hereby passed as follows;

SECTION 1: FINDINGS OF FACT The aforementioned findings are incorporated herein by reference and made a part of this ordinance.

SECTION 2: PURPOSE The purpose of this ordinance is to preserve the status quo and enable sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Lake Alfred Land Development Code or Code of Ordinances, relating to the appropriate locations for Medical Marijuana Dispensing Facilities and/or Medical Marijuana Treatment Centers, if any. During this 180 day time period, the City will not take any action on any application(s) for development permit(s) or issue any development order or take other official action which would have the effect of allowing or permitting the development of Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers within the municipal boundaries of the City of Lake Alfred. It is not the purpose of this ordinance to permanently deny development orders and permits for other uses that are permitted by right or by special use approval and/or conditional use approval and that otherwise comply with all applicable codes, ordinances, regulations and policies.

The City Commission of the City of Lake Alfred, Florida hereby recognizes that City staff intends to study and prepare regulations for further presentation to the City Commission for the City of Lake Alfred, Florida that would result in the regulation of Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers. These regulations, if adopted, will amend the

City of Lake Alfred's Land Development Code and/or Code of Ordinances. All affected property and business owners are placed on notice with respect to these pending regulations and the action being taken by the appropriate departments within the City of Lake Alfred.

SECTION 3: DEFINITIONS The following definitions apply to the terms used in this ordinance:

- (a) *Medical Marijuana Dispensing Facility* means any establishment where Low-THC or Medical Cannabis is permitted to be dispensed by an approved Dispensing Organization pursuant to Section 381.986, Florida Statutes, and Florida Department of Health Rules.
- (b) *Medical Marijuana Treatment Center* means 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 (as that term is defined in Amendment 2), products containing marijuana, related supplies, or educational materials to qualifying patients or their caregivers and is registered by the Florida Department of Health.

SECTION 4: IMPOSITION OF TEMPORARY MORATORIUM The City of Lake Alfred, Florida hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, development orders or any other official action of the City of Lake Alfred, Florida permitting or having the effect of permitting Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers for a period of 180 days following the effective date of this ordinance. Further, the review of any applications for Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers pending upon the effective date of this ordinance shall be abated.

SECTION 5. EXPIRATION OF TEMPORARY MORATORIUM The temporary moratorium imposed by Section 4 of this ordinance expires as of the earliest of the following occurrences:

- (a) 180 days from the effective date of this ordinance; or
- (b) The effective date of an ordinance repealing this ordinance and adopting new or amended land development regulations concerning Medical Marijuana Dispensing Facilities or Medical Marijuana Treatment Centers.

SECTION 6: SUBMITTAL OF APPLICATIONS Beginning upon the effective date of this ordinance, an applicant for any development permit, development order or any other official City of Lake Alfred, Florida action which would facilitate the establishment of a Medical Marijuana Dispensing Facility or Medical Marijuana Treatment Center shall be required to disclose its intention to establish a Medical Marijuana Dispensing Facility or Medical Marijuana Treatment Center in connection with its application for a permit. In the event that it is determined by the City of Lake Alfred, Florida that an applicant for a permit has failed to disclose its intent to establish a Medical Marijuana Dispensing Facility or Medical Marijuana Treatment Center, the City of Lake Alfred, Florida shall be authorized to enforce this ordinance by the methods set forth in Section 7 of this Ordinance.

SECTION 7: PENALTIES This moratorium may be enforced by the following methods

of enforcement:

- (a) Revocation or temporary suspension of necessary development permits, development orders and/or certificates of occupancy and/or licenses; or
- (b) By an action for injunctive relief, civil penalties or both, through a court of competent jurisdiction; or
- (c) By any other process permitted by law or equity.

SECTION 8: SEVERABILITY It is declared to be the intent of the City Commission of the City of Lake Alfred, Florida that, if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a 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 portions thereof.

SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS It is the intention of the City Commission that the provisions of this ordinance shall not be made a part of the City of Lake Alfred Code of Ordinances; and that sections of this ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the City Manager or his/her designee without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 10: REPEAL OF LAWS IN CONFLICT All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of any conflict.

SECTION 11: EFFECTIVE DATE This ordinance shall take effect immediately upon passage after second reading/public hearing.

INTRODUCED AND PASSED on first reading at the regular meeting of the City of Lake Alfred City Commission held this 9th day of January, 2017.

PASSED AND ADOPTED on second reading at the Regular meeting of the City of Lake Alfred City Commission held this 24th day of January, 2017.

CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles O. Lake, Mayor

ATTEST:

Ameé Bailey-Speck, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

3.) INTERLOCAL AGREEMENT: LAKELAND AREA MASS TRANSIT DISTRICT

ISSUE: The City Commission will consider approval of an interlocal agreement for transit services through Lake Alfred and a Youth Summer Safety Program.

ATTACHMENTS:

- Interlocal Agreement: Lakeland Area Mass Transit District

ANALYSIS: In October of 2009 the City entered into an interlocal agreement with the Polk Transit Authority for local area transit services. The City has subsequently renewed the agreement each year through 2015. The proposed agreement is with the Lakeland Area Mass Transit District which is the taxing district recognized by the State of Florida (formerly our agreement was with the Winter Haven Area Transit and Polk Transit Authorities).

The term of the agreement is one year and a \$5,000 proportionate share cost for the operation of the transit services within the City. Funding has been set aside in the current FY 16/17 Budget to accommodate the expense.

STAFF RECOMMENDATION: Approval of the agreement with Lakeland Area Mass Transit District for \$5,000.

**Service Agreement -
City of Lake Alfred and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this 9th day of January, 2017, by and among the City of Lake Alfred, a political subdivision of the State of Florida (hereinafter referred to as “Lake Alfred”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Lake Alfred has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

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

1. The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2017, through and including December 31, 2017.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Lake Alfred may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed to

be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Lake Alfred's or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Lake Alfred, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Lake Alfred by the District for the transit service for the full term of the Agreement will be \$5,000.00. Lake Alfred shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

LAKE ALFRED: City of Lake Alfred
 155 E. Pomelo Street
 Lake Alfred, FL 33850
 ATTN: Ryan Leavengood, City Manager

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Boulevard
 Lakeland, FL 33815
 ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of independent contractors, and not as an agent, employee, partner, joint venture, or associate of Lake Alfred. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Lake Alfred.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. The CITY and DISTRICT agree that DISTRICT shall comply with Florida's public records law to specifically include the following:

Public Records. DISTRICT agrees to:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if DISTRICT does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of DISTRICT or keep and maintain public records required by the public agency to perform the service. If DISTRICT transfers all public records to the public agency upon completion of the contract, DISTRICT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the contract, DISTRICT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, THE CUSTODIAN OF PUBLIC RECORDS AT LAKE ALFRED-863-291-5747, abailey@mylakealfred.com, 155 EAST POMELO AVENUE, LAKE ALFRED, FLORIDA 33850.

If DISTRICT does not comply with a public records request, CITY shall enforce the contract provisions which may include immediate termination of contract.

The parties agree that all records that have been generated by DISTRICT since this Agreement's effective date that qualify as public records will be kept and maintained in accordance with this Agreement.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles O. Lake, Mayor

ATTEST:

Ameé Bailey-Speck, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

LAKELAND AREA MASS TRANSIT
DISTRICT

By: _____
John E. Hall, Board Chairman

Witnesses

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 9, 2017**

4.) PURCHASE: POLICE VEHICLE

ISSUE: The City of Lake Alfred will consider purchase of a police vehicle for the Police Department.

ATTACHMENTS:

- Police Vehicle Bids
- Fleet List

ANALYSIS: The City's capital improvement program includes funding for the replacement of a single police vehicle each year. This schedule allows for replacement of each of the police department's twelve vehicles (ten patrol) at the end of their expected 100,000+ mile service life (approximately ten years).

The current fiscal year 2015/2016 budget includes \$30,000 for the purchase of a replacement vehicle. The proposed purchase is for the replacement of the 2007 ford explorer with 104,719 miles. City staff has received bids for the purchase of a new Ford Explorer with the associated emergency equipment from the following companies:

- Bartow Ford \$31,539.00
- HUBCity Ford \$32,418.00
- Jarrett Ford \$35,669.64

STAFF RECOMMENDATION: Purchase police ford explorer from Bartow Ford in the amount of \$31,539.

City of Lake Alfred BID SHEET
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Date Requested: 01/03/2017	Requesting Department: Police
Purchase Order:	Amount of Purchase: 31,539.00
G/L Code: 001.521.1.464.100	

Equipment or items being purchased:		
2017 Ford Utility vehicle with emergency equipment installed from the Ford dealership. The emergency equipment includes everything turn key with the exception of the radio and rear box for the cargo department.		
Names of companies contacted and their quotations:		
Company Name	Person Contacted	Amount
Bartow Ford	Richard Weissinger	\$31,539.00
HUBCity Ford	Joe Windrow	\$32,418.00
Jarrett Ford	Emely Borrego	\$35,669.64
Staff recommends the bid from Bartow Ford. Their bid is the lowest and they also have expert staff on premises to complete installation and service any equipment that needs repair during warranty.		

Approval Requirements:		
Department Director	<i>Chief Wilbur A. Beck</i>	Date: 01/03/2016
City Manager		Date:



November 20, 2016

Lake Alfred Police
Chief Art Bodenheimer

DESCRIPTION	
K8A	2017 Ford Interceptor Utility
99R	3.7L V-6 Engine
44C	6 Speed Automatic Transmission
86P	Front Headlamp Prep: Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).
86T	Rear Taillight Prep Package: Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).
43D	Dark Car Feature: Courtesy lamps disabled when any door is opened
60A	Factory Grill, Lamp, Siren & Speaker Wiring
59S	Keyless Entry Fob
64E	18" Painted Aluminum Wheels
	Factory Rear View Camera with In Dash Display
UX	Ingot Silver
FW	Cloth Front & Rear Seats
	IX34UFZ Whelen Inner Edge Lightbar with LED Takedown Lights, (2) White VTX609 Whelen Vertex Mounted in Taillights, (2) Whelen ION's Split Red/Blue Mounted in Headlights, (2) Whelen ION's Split Red/Blue Mounted in Lower Grill Area, (2) Whelen MICRONS Split Red/Blue Mounted in Upper Grill Area, (2) Whelen ION's Split Red/Blue Mounted in Rear 1/4 Glass, (2) Whelen ION's Split Red/Blue Mounted in Rear Doors, (2) Whelen ION's Split Red/Blue Grommet Mounted in Rear Hatch, Tilt Switch Activated, (2) Whelen Spitfire ION's Split Red/Blue Mounted High in Rear Glass, Whelen 295LSA6 Siren Controller, 100 Watt Speaker, Havis C-2400 Console with Dual Cup Holder & Arm Rest, C-PL-3 3-12V Outlet, C-HDM-204 8.5" Side Mount Telescoping Pole with C-HDM-303 Offset Platform, C-3090 Laptop Tray, 400 Watt Power Inverter with USB Port, 100 Amp Breaker Mounted Under Hood, 6 Panel Fuse Block with Ground Lug, Bartow Ford Custom
\$31,539.00	

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485

2800 US Hwy North
Bartow, Florida 33830

Fleet Department
windrow1@windrowfleetsales.com



Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

14-Dec
CHIEF OF POLICE
ART BOENHEIMER
LAKE ALFRED POLICE
863-291-5200
863-287-3378 CELL
ABODENHEIMER@MYLAKEALFRED.COM

Contract # FSA16-VEL-24

Exterior Vehicle Color	Emergency Lighting:		Driver side	Passenger side
	Color	Lights		
Interior Vehicle Color	Color	Lenses		
We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of counties purchasing contract. Listed below are items we discussed.				
				Price
	2017 FORD INTERCEPTOR POLICE UTILITY(K8A) SPEX #06			\$26,079.00
77B	REAR VIEW CAMERA (VIDEO DISPLAYED IN DASH			INC
D-21D	DELETE DRIVE SIDE SPOTLIGHT			-\$100.00
99R	3.7L MV-6 ENG			STD
86P	FT HEADLAMP HOUSING ONLY			\$124.00
86T	TAIL LAMP HOUSING ONLY			\$59.00
47C	POLICE WIRE HARNESS CONNECTOR KIT FT			\$104.00
21P	POLICE WIRE HARNESS CONNECTOR KIT REAR			\$129.00
43D	COURTESY LAMPS DISABLED			\$19.00
60A	GRILLE LED LIGHTS& SPEAKER PRE-WIRING			\$49.00
595	KEYLESS ENTRY			\$259.00
	POLICE PKG			\$5,696.00
				\$32,418.00


Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.



I-4 & 27

Davenport, FL

Purchase Agreement

Emely Borrego
 Jarrett Gordon Ford - Davenport
 2600 Access RD NW
 Davenport, FL 33897

Buyer	Co-Buyer	Vehicle
Lake Alfred Police Chief Art Bodenheimer 863-206-9224		2017 Ford Explorer Base VIN: Stock #: Mileage: Color: Silver

Purchase Details	
Retail Price:	\$33,505.00
Sales Price:	\$28,064.14
Savings:	\$5,440.86
Accessories:*	\$7,000.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$6.50
Doc Fees:	\$599.00
Total Taxes:	\$0.00
Total Sales Price:	\$35,669.64
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$35,669.64

X

Customer Signature

X

Manager Signature

Date

1/3/17

Date

* **Accessories:** Police Lights and Accessories requested: \$5,000.00, labor : \$2,000.00

Disclaimer:

Printed 1/3/17 9:16 AM

Police Department Vehicles

Unit #		Mileage		Assignment
200	2010	63986		Patrol
201	2008	47743		K-9
202	2007	104719		Admin
203	2011	55165		Patrol
204	2010	76772		Patrol
205	2007	98259		Patrol
206	2014	18121		Patrol
207	1995	110824		Pickup
208	2011	56562		Patrol
209	2013	37076		Patrol
210	2015	5328		Sgt.
211	2016	7672		Lt.

1/3/2017