

City of Lake Alfred
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Lake Alfred, FL 33850



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AGENDA
CITY COMMISSION MEETING
WEDNESDAY OCTOBER 5, 2015
7:30 P.M.
CITY HALL

CALL TO ORDER: MAYOR CHARLES LAKE

INVOCATION AND PLEDGE OF ALLEGIANCE: PASTOR M. ZARLE

ROLL CALL: CITY CLERK AMEÉ BAILEY

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

PROCLAMATION – FIRE PREVENTION WEEK
DISTINGUISHED BUDGET AWARD PRESENTATION – AMBER DEATON, FINANCE
EMPLOYEE OF THE THIRD QUARTER – PATSY ESPOSITO

CONSENT AGENDA:

- 1.) CITY COMMISSION MEETING MINUTES FOR SEPTEMBER 23, 2015.
- 2.) CITY COMMISSION ANNOUNCEMENTS

AGENDA

- 1.) ORDINANCE 1358-15: POLICE AND FIREFIGHTER RETIREMENT SYSTEM
- 2.) AGREEMENT: CFRPC ADVISOR SERVICES
- 3.) BID PROPOSAL: LION'S PARK DECK REPLACEMENT

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



Proclamation

To recognize October 18th - 24th as Fire Prevention Week.

WHEREAS, the city of Lake Alfred is committed to ensuring the safety and security of all those living in and visiting the City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms and one-fifth of all homes with smoke alarms, none were working usually because batteries were missing, disconnected, or dead; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep which is why residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Lake Alfred first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, BE IT RESOLVED that the City of Lake Alfred formally recognize October 4th - 10th, 2015 as

"Fire Prevention Week"

in the City of Lake Alfred and encourage all citizens to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, and to support the many public safety activities and efforts of Lake Alfred's fire and emergency services during Fire Prevention Week 2015.

IN WITNESS WHEREOF, I have hereunder set my hand this 5th day of October, 2015.

Charles O. Lake, Mayor
City of Lake Alfred, Florida

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 5, 2015**

CONSENT AGENDA

1.) SEPTEMBER 23, 2015 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, Ameé Bailey at (863) 291-5747.

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.

- The Ridge League of Cities Membership Meeting will be held on Thursday October 8th at 6:30 pm at the Lake Eva Banquet Hall. (799 Johns Ave, Haines City, FL 33844)
- The 2015 Elected Leadership Summit will be held on Thursday October 8th at 4:30 pm at the Polk County History Center (100 E. Main St., Bartow)

STAFF RECOMMENDATION: Approval of the consent agenda

DRAFT MINUTES
CITY OF LAKE ALFRED
CITY COMMISSION MEETING
MONDAY, SEPTEMBER 23, 2015
7:30 P.M.
CITY HALL

Call to Order: Mayor Charles Lake

Invocation and Pledge of Allegiance: Pastor Strawm

Roll Call: Those in attendance were Mayor Charles Lake, Vice Mayor Nancy Daley, Commissioner John Duncan, Commissioner Jack Dearmin, Commissioner Albertus Maultsby, City Manager Ryan Leavengood, Assistant City Attorney Seth Claytor, and City Clerk Ameer Bailey-Speck.

Staff attendance: Public Works Director John Deaton, Fire Chief Chris Costine, Police Chief Art Bodenheimer, Finance Director Amber Deaton, and Parks and Recreation Superintendent Richard Weed.

CITY MANAGER ANNOUNCEMENTS

City Manager Leavengood stated Mae Long's 30th Anniversary retirement party is scheduled for Friday, September 25th at noon at City Hall. The event will be catered by Luigi's.

The City is offering a free clean water training for illicit discharge September 24th at 8 am in the Administration Conference Room. The Class will be taught by Wil Harboe and Mark Mikolon from Polk County Natural Resources. If you have any questions please call Public Works at 863-298-5458.

The Discovery Academy Mock Commission meeting is scheduled for September 24th at 9:30 am in City Hall. The Leadership Team of approximately twelve student from Discovery Academy led by Charlotte Butler met with the City Manager and Commissioner Duncan to review City Government in preparation for the mock meeting.

The Lake Alfred Public Library will be closed on Friday, September 25th for building maintenance. It will reopen on Saturday, September 26th at 9 am for normal business hours.

Mackay Gardens and Lakeside Preserve will host a free community gardening workshop on October 1st at 10 am, a guided nature walk on October 4th at 2 pm, and an eagle training by the Audubon Society October 4th at 10 am.

On November 11th at 11 am the Cities of Lake Alfred and Auburndale will honor all those who served in times of war and in times of peace. Please join us for this Veterans Day event at the Veterans Memorial at the Frank C. Gardner Park.

The Parks and Recreation Department is now accepting applications for the 2015 Lake Alfred Christmas Parade. Application are due by November 20th. The application and more information can be found on the website or by calling the Parks and Recreation Department.

The City received a letter from Michael Teague, President of the Lake Master Homeowners Association off of Mackay Blvd. thanking the City for the beatification projects and work on the medians. In addition, they donated \$1,000. The City plans to continue the work and hopeful add a lighting project with TECO. More than 300 homes are slated in the area and should provide a return on the investment.

Vice Mayor Daley requested that the City Commission send a letter thanking the homeowners association for their donation.

City Manager Leavengood provided an update and showed pictures of the bay door installation at the Fire Department. He also provided an update on the property compliance issue raised by Joyce Schmidt. Code Enforcement has an active case, however the City had lot mowed due to the high visibility. The property is in foreclosure and the City will continue to monitor the site for compliance.

CITY ATTORNEY ANNOUNCEMENTS

No announcements.

RECOGNITION OF CITIZENS

There were no citizen statements.

PROCLAMATION: FLORIDA ADULT AND FAMILY LITERACY MONTH

Mayor Lake read the proclamation for the September 2015 as Florida Adult and Family Literacy Month. The proclamation urged all citizens to become familiar with the services and benefits offered and to support and participate in these programs. Linda Hitchcock from the Lake Alfred Public Library accepted the proclamation.

EMPLOYEE SERVICE RECOGNITION: DEBORAH OLSON – 5 YEARS

Mayor Lake and City manager Leavengood presented Ms. Olson with her 5 year recognition certificate. Mayo Lake stated that Ms. Olson started her career with the Lake Alfred Police Department on August 16, 2010. Ms. Olson is currently the assigned as the night shift communications operator. Ms. Olson is known to be a great team player and can be counted on to complete extra assignments whenever needed or in other employees absence. Ms. Olson assist with covering extra shifts, traffic citation reports and filing of criminal cases. Her calm demeanor during crisis situations helps control communications in a professional manner.

Ms. Olson previously had experience with the Auburndale Police Department which has proven positive in her position. Ms. Olson is a great asset to the City of Lake Alf red, Lake Alfred Police Department, the citizens and visitors of Lake Alfred.

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CONSENT AGENDA:

Commissioner Dearmin moved to approve the City Commission meeting minutes from September 9, 2015 and the Commission announcements; seconded by **Commissioner Duncan** and 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

AGENDA

Mayor Lake stated State Law requires the first substantive issue to be discussed at this hearing is the percentage increase in the millage over the rolled back rate and the reasons ad valorem taxes are being increased. The City of Lake Alfred's proposed operating millage is 7.489 mills which is 2.44% more than the rolled back rate of 7.3107 mills. The ad valorem proceeds resulting from the difference between the proposed rate and the rolled back rate will be used to offset increased operating costs of the City.

1.) PUBLIC HEARING - RESOLUTION 09-15: FINAL MILLAGE RATE

Assistant City Attorney Seth Claytor read the resolution in its entirety.

City Manager Leavengood stated the City is required to advise the Property Appraiser's Office of its final millage rate, roll-back rate, as well as the date, time and place of the final budget hearing. The final millage rate is proposed to be set at 7.489 per \$1,000 taxable value for the upcoming 2015-2016 fiscal year. Staff recommendation is for approval of Resolution 09-15.

City Manager Leavengood also presented several slides discussing the current and historic millage rate. He stated that the current rate is 7.589 and the proposed rate is 7.489. This is a reduction however it is still higher than the roll back rate.

Commissioner Maultsby stated he did not have any questions since it was a two year budget. However he did state that he would like to see the City get to the roll back rate.

Commissioner Dearmin moved to recommended approval of Resolution 09-15; seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

2.) PUBLIC HEARING: ORDINANCE 1355-15: ANNUAL BUDGET ADOPTION

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Assistant City Attorney Seth Claytor read the ordinance in its entirety.

City Manager Leavengood stated over the past several months the City Commission has been presented with and has given conceptual approval to the different sections of the FY 15/16 & FY 16/17 annual operating budgets including: Capital, Expenditures, Revenue, and Payroll.

The proposed FY 15/16 & FY 16/17 budget assembles the previously approved sections into the final budget. The proposed budgets are consistent with the previous presentations, established goals, and are currently balanced with the proposed millage rate of 7.489. Staff recommended approval of Ordinance No. 1355-15 on second and final reading.

Commissioner Maultsby moved to recommended approval of Ordinance 1355-15 Budget 2015-16 adoption; seconded by **Commissioner Dearmin**. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

3.) ORDINANCE 1356-15: CHAPTER 42 - RECYCLE COLLECTION SERVICES

Assistant City Attorney Seth Claytor read the ordinance title.

City Manager Leavengood stated the City Commission was presented with bids for recycling services at the August meeting to commence on October 1st, 2015 following the expiration of our current 3-year agreement with Republic at the end of the fiscal year. Following this presentation at the August 17, 2015 Commission meeting, the City Commission instructed staff to proceed with establishing in-house recycling services.

The ordinance is paired with a recycling agreement for drop off of recyclable materials picked-up by staff. The draft agreement contains a provision for purchase of Republic's existing receptacles for a total of approximately \$30,000; a reduction of \$15,000 from the initial proposed purchase of price of \$45,000. However there is an additional \$12,000 in expense for applying city decals to the containers. This option is less than half of the estimated cost of \$90,000 for the purchase new containers.

The proposed ordinance amends the sanitation section of the code to allow for in-house sanitation services. The proposed ordinance also updates and rebalances the fee schedule (cost neutral); converts the restricted portion of the bill into a percentage; provides a budget formula to calculate the fuel service charge to equitably pass on increased or reduced fuel costs to the customer base; and provides an escalator provision to help account for inflation and increased operational costs. The fees have been rebalanced although the total cost is the same. The fuel cost is formula based and more reflective of todays cost. The budgeted amount for fuel will be divided proportionately among the customers. If the fuel rate decreases the customer rate will be reduced and if the rate remains the same but more homes are built the

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rate will also be reduced. Staff recommended approval of Ordinance 1356-15 on second and final reading.

Vice Mayor Daley thanked staff for stepping up to collect the recycling and for making the fees cost neutral.

Commissioner Dearmin moved approval of Ordinance 1356-15 on second and final reading; seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote. There were no public comments. There were no citizen statements.

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

4.) REPUBLIC SERVICES AGREEMENT: PROCESSING OF RECYCLABLE MATERIALS

City Manager Leavengood stated the proposed agreement provides for the processing of recyclable materials collected by the City's curbside recycling collection program at Republic's Materials Recovery Facility (MRF) in Lakeland. The proposed agreement also allows for the City to purchase Republic's current recycling containers at a discounted rate (\$17 per can; ~\$30,000 total). This amount, combined with the purchase of City decals (\$12,000) represents an approximate cost savings of \$45,000 from the capital expense of purchasing new containers (~\$90,000).

The current terms of the agreement include a processing fee of \$18.90 per ton based upon the value of the recyclable materials as compared to the \$95 processing fee. In the event the value of the recyclable materials increases beyond the \$95 processing fee, the City and Republic will share the value of the rebate equally (50/50). The value of recyclable materials is expected to increase in subsequent years but the City has additionally included a fee ceiling of \$36.50 (equal to the current tipping fee at the landfill).

The proposed agreement is for a three year term. The City can re-evaluate the terms of the agreement and/or alternative options at the end of the term. He stated that representatives from Republic were present and he thanked them for working with the legal staff on the preparation of this new contract.

Mayor Lake stated he appreciated City Manager Leavengood and his ability to provide information in a logical way.

Vice Mayor Daley moved approve on the agreement with Republic Services for recycling services; seconded by **Commissioner Duncan**.

City Clerk Bailey stated that the motion need to include the authorization for City Manager Leavengood to execute the agreement.

Vice Mayor Daley amended the motion to approve on the agreement with Republic Services and for City Manager Leavengood to execute the agreement; **Commissioner Duncan**

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seconded the amended motion. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

5.) RESOLUTION 10-15 – BAD DEBT WRITE OFF

Assistant City Attorney Seth Claytor read the resolution title.

City Manager Leavengood stated as a part of the closeout process for the end of the current fiscal year city staff is requesting authorization to expense any outstanding utility billing accounts as bad debt. Overall the percentage of the accounts to be expensed as bad debt is less than 1% of the billing revenue. The total amount for the current fiscal year is 117 accounts totaling \$10,877.60.

This amount is less than previous years' experience. While the debt is written off for accounting purposes collection efforts will still continue after the debt is written off the ledger. The historical trend is between \$10-15 thousand dollars a year. Staff recommendation is for approval or Resolution 10-15.

Commissioner Maultsby asked how much of the bad debit is collected after the write-off.

City Manager Leavengood stated the City continues to try and collect the debt. Generally the deposit covers a portion of the unpaid bill and then if a customer tries to open a new account the debit is collected. The amount is well under 1%, so additional collection efforts are not worth the time.

Vice Mayor Daley stated she was pleased to see that the 2015 rate was the lowest write-off in the past five years.

Commissioner Dearmin approval of Resolution 10-15 to write-off the debit of \$10,877.60; seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

6.) INTERLOCAL AGREEMENT: BUILDING OFFICIAL

City Manager Leavengood stated the proposed agreement continues the arrangement for building official services to the City by Donnie True. The proposed interlocal agreement is

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consistent with other agreements under a master contract for services shared by multiple cities (e.g. code enforcement magistrate). The term of the agreement will follow the master services contract with the City of Eagle Lake and is valid until September 30, 2016. The agreement will automatically renew on a year-to-year basis until either city provides written notice of their intent to terminate the agreement. Staff recommendation on this item is for approval of the Interlocal agreement with Eagle Lake for Building Official service.

Vice Mayor Daley asked if the Building Official is an employee of both cities and if the city paid him directly.

Mayor Lake asked if he worked for another city besides Eagle Lake.

City Manager Leavengood stated that the propose of the master agreement has to do with the prohibition on a dual office. The Master Agreement allows for cities to utilize the same personnel, since one city employees the person and the other cities contract with the city holding the master agreement. The contract is a formality and the city pays the Building Official directly like a contract employee. However he receives no benefits, insurance or time off. His contract is for a dollar amount per week. The Building Official also works for the City of Mulberry and they will have a Master Agreement with the City of Eagle Lake also.

Assistance City Attorney Seth Claytor concurred.

Commissioner Maultsby asked about his hours.

Community Development Director Valerie Ferrell stated the Building Official's work load has increased due to the amount of permitting and new home (plan review and inspections). At a minimum he works ten hours per week and the maximum is 25 hours per week. He is paid a flat contracted rate.

City Manager Leavengood stated contract is good for the City. The cost of retaining a full time Building Official is a department level position with a salary of \$50-60 thousand plus benefits.

Vice Mayor Daley stated that she is happy with the intergovernmental cooperation but worried about the work level for one person if the economy improves.

Mayor Lake asked if there was another Building Official in the area that worked for the cities.

City Manager Leavengood stated the building permit fees are restricted to pay for personnel if additional hours are needed. The Cities may not all experience growth at the same rate. In the future a new person, additional person, or system may need to be considered, but the restricted funds will be available for those services. Mickey Madison from Auburndale has helped in the past.

Assistance City Attorney Seth Claytor stated that the City of Lake Alfred or the City of Eagle Lake could cancel the contract. The Building Official is required to avoid any personal conflicts pursuant to Florida law.

Mayor Lake asked what would be a conflict of interest.

Assistance City Attorney Seth Claytor stated an example is if a personal interest was in conflict with the interest of the City.

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City Manager Leavengood stated that due to the regional difference that it is very unlikely for this to occur.

Commissioner Dearmin approval of the interlocal agreement with Eagle Lake for building official services with Donnie True; seconded by Commissioner Duncan.

Vice Mayor Daley stated that contract was not specifically for Donnie True.

Assistance City Attorney Seth Claytor recommended that the motion be withdrawn and restated.

The motion was withdrawn.

Commissioner Dearmin approval of the interlocal agreement with Eagle Lake for building official services; seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

7.) DEVELOPMENT AGREEMENT MODIFICATION: BELMONT RANCH ESTATES

City Manager Leavengood stated under Florida Statute, Sections 163.3220 through 163.3243 the City has the authority to enter into development agreements with developers. The development agreement is regarded as supplemental and additional to the powers conferred upon the City by other laws (i.e. zoning, concurrency, development approvals, etc.). Belmont Ranch Estates was first approved in concept in 2006, and construction plans with permits were approved in 2008. Due to the housing market conditions at the time the project was placed on hold. However, the applicant requested the City honor the terms of the Development Agreement specifically relating to prepaid impact fees and reservation of water/wastewater capacities. The amendment proposes the following:

- The Development Agreement term will be extended an additional 5 years, to expire in 2020. Section 163.3229, Florida Statutes, states that the duration of an agreement may be up to 30 years, and even extended further by mutual consent of both parties.
- If approved, staff is recommending that this be the final extension. Impact fees are designed to account for the cost of connecting to the City's utility. Those automatically increase to account for inflation. The funds were collected in 2008 and if the development has not occurred by 2020 the funds should be refunded and the development should pay the current rate. This amendment is a compromise.

Staff recommendation on this item is to approve the modification to the agreement with Jack Barry Inc. for Belmont Ranch Estates.

Commissioner Maultsby asked if there was enough capacity for water and sewer for this development and some future large development (1,000 homes) if proposed.

Public Works Director John Deaton stated the City could provide services to the Belmont Ranch and a proposed 1,000 home development. The City is permitted for 900,000 gallons of wastewater per day. The City currently runs between 400,000 and 500,000 gallons per day. The City is permitted for 1.3 million gallons and the City currently pumps 900,000 and one million gallons per day.

Mayor Lake asked if sewer and water was available near Belmont Ranch.

Public Works Director John Deaton stated that water runs past the site, but not sewer. The master sewage plan includes the area as part of development driven installation. If they developed today they would need to install lines and lift station to the site. The developed would incur the cost and the infrastructure would then be turned over to the City.

City Manager Leavengood stated the Code includes language that the City could absorb some of the cost if they desires. Although they have received a discount with the pre-paid impact fees. They will probably need to incur the cost of developing the sewer connection. The impact fees are documented in the budget fund balance document and listed as the Berry prepaid impact of 1.1 million dollars. If the development agreement expired and they came back in in 2016 to develop the site the impact fees could be 1.4 million. There is a benefit to the City to lock in the development, but then the benefit is lost over time. This amendment is a compromise and incentive to develop in the next five years.

Vice Mayor Daley asked about the number of homes and site plan and how that relates to the agreement. She is concerned about the cost benefit and urban sprawl in the Green Swamp.

Mayor Lake asked about the approval dates and Planning Board action.

Community Development Director Valerie Ferrell stated that the development agreement lays out the zoning assignment, which is R1AAA. The site plan could change as long as it is consistent with the zoning. The site is currently active agriculture. The site is quite large. The Commission has only approved Phase 1 which is 179 lots. Future phases are on the remaining property. The owners have renewed their contract and agreement with other agencies, so the development approvals (construction and site plan) are still active. The prepaid impact fee is for 350 units, which is half of the proposed development build-out. The development agreement was approved in 2005 and the site plan was approved in 2008. The development is entirely within the Green Swamp. The proximity to Lake Grassy also required them to complete extra environmental review as part of the site plan development. There is no schedule for beginning development.

City Manager Leavengood stated the Planning Board recommended approval.

Commissioner Maultsby approval of the modification to the development agreement with Belmont Estates; seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no citizen statements.

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

RECOGNITION OF CITIZENS

No Citizen

COMMISSIONER QUESTIONS AND COMMENTS

Vice Mayor Daley stated she attended the Water Cooperative Formation Committee meeting with City Manager Leavengood, which was well attended. She thinks it is worthwhile for the City to participate. County Commissioner George Lindsey was voted in as Chair. She stated that City Manager Leavengood was instrumental in getting the cooperative started with Bobby Green from Auburndale, Ryan Taylor from Dundee, and Jim Freeman from Polk County BoCC.

City Manager Leavengood stated that as representatives their responsibility is to report back to the Commission. He stated that the Cooperative is a team effort among the cities and staff. The goal is to have the cities work together rather than rely on legal disputes in the future.

Vice Mayor Daley stated she visited the SPCA mobile to get rabies shots for her pets. She said it was convenient and a nice service.

She stated that the School Board planning committee met to discuss the application for Discovery Academy High School. They recommended denial at the workshop, however the Superintendent Leroy stated she was inclined to approve the application. The final decision will be made on October 6th. Daley urged everyone to spread the word and to contact the School Board members. She suggested that people also thank Superintendent Leroy for her support.

City Manager Leavengood stated he would distribute the contact information for the School Board members.

Commissioner Duncan stated that he enjoyed the visit at Discovery Academy and looks forward to the Mock Meeting tomorrow. He also asked about the timeframe for the installation of the slow down signs.

City Manager Leavengood stated that FDOT provided the signs to the City, however there is a question of if the signs can be installed on a state road. Chief Bodenheimer and Public Works Director Deaton are working on determining locations for the signs. He will provide an update on the installation and locations as soon as possible.

Commissioner Dearmin thanked Auburndale Commissioners for attending.

Commissioner Maultsby asked about the status of purchasing the Gardner House for the Historic Society.

City Manager Leavengood stated that the City has engaged the owner, however the owner seems reluctant. Staff will continue to monitor the situation. If successful, the City Commission would need to discuss the capital expense in addition to improvements and maintenance costs.

Mayor Lake stated he has also been asked about the Garner House. The furniture that the Friends of the Library ordered for the library has arrived.

Parks and Recreation Director Richard Weed stated that the book shelves will be extended and furniture was ordered for the kids section and teen room. The \$5,000 worth of furniture will greatly extend the capacity of the library.

Mayor Lake stated that he enjoyed the Ridge League Dinner, which was very patriotic. He also attended the Transportation Disadvantaged Committee and the TPO meeting. He attended the dedication ceremony for the Community Center in Polk City, which had a good turn-out with lots of dignitaries.

Lastly he stated that he was happy to have the budget approved with a decrease in the millage rate. He stated that the slow down signs work and hops they are up soon.

With there being no further business to discuss, Mayor Lake adjourned the meeting at 8:47 pm.

Respectfully Submitted,

Ameé N. Bailey
City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 5, 2015**

**1.) ORDINANCE 1358: POLICE AND FIREFIGHTER RETIREMENT SYSTEM
UPDATED ANALYSIS**

ISSUE: The City Commission will consider an ordinance cleaning and adding a defined contribution share plan consistent with Florida Statutes and other cleanup items.

ATTACHMENTS:

- Summary of Changes
- Letter from Foster & Foster
- Letter from Christiansen & Dehner, P.A.
- Ordinance 1358-15 with Exhibit A

ANALYSIS: The proposed ordinance cleans up the pension regulations within the City's Police & Fire Pension in accordance with the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida; changes to the Internal Revenue Code (IRC); and guidance from the Internal Revenue Service (IRS).

The item of note is the inclusion of a "Share Plan" that allows for the distribution of surplus insurance premium tax monies provided to the public safety pensions from the State as a defined contribution benefit to its members. The City currently receives approximately \$52,000 per year to fund existing public safety retirement benefits. The surplus funding, if and as it is provided, shall be disbursed in accordance with governing Florida Statutes and/or mutual agreement between the City and the plan members. The pension fund has approximately \$4,000 set aside from these surplus insurance funds. The recommendation from the plan members is to utilize this funding and future service tax funding to offset the costs of the defined benefit pension plan (in the same manner the base funds are being used).

City staff has no objections to the proposed surplus insurance premium tax funding being used in this manner.*

*This funding will likely be included in conjunction with increased member contributions and/or other protections to eventually propose an increase to the public safety multiplier from 2.75% to 3.0% consistent with the Florida Retirement System's high risk category (e.g. police and fire). The Lake Alfred Public Safety Pension is currently funded at 104% of its liabilities according to a 10/1/14 Foster & Foster report.

STAFF RECOMMENDATION: Approval of Ordinance 1358-15 on first reading.

Summary of Changes

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Firefighter - to update a reference in Florida Statutes.
 - d. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. 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.
3. 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.
4. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.
5. Section 16, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.(4).
6. Section 27, Prior Police or Fire Service, subsection 5, is being amended to correct a reference.
7. Section 28, 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:
 - i) clarify investment returns on DROP accounts,
 - ii) clarify when interest and earnings are calculated and paid, and
 - iii) add several sections clarifying the DROP provisions as required by the IRS.
8. Section 30, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts, is a new Section being added to the plan. This Section "creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.



September 4, 2015

Chief Art Bodenheimer
City of Lake Alfred
Police Officers' and Firefighters' Pension Board
190 North Seminole Street
Lake Alfred, FL 33850

Re: City of Lake Alfred
Police Officers' and Firefighters' Retirement System

Dear Art:

In response to Scott Christiansen's letter dated August 28, 2015, we have reviewed the proposed Ordinance (identified on page 18 as dm/LA/PF/08-17-15.ord) amending the Plan to comply with recent changes to the Internal Revenue Code, to implement a Share Plan, and to make other miscellaneous changes. We have determined that this ordinance and its adoption therein will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, 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 each of the following offices:

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

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P. O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

Cc via email: Scott R. Christiansen, Plan Attorney

Law Offices

Christiansen & Dehner, P.A.

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

August 28, 2015

Chief Art Bodenheimer
Lake Alfred Police and Fire Retirement System
190 North Seminole Street
Lake Alfred, Florida 33850

Re: City of Lake Alfred Police Officers' and Firefighters' Retirement System - Proposed Ordinance

Dear Art:

Enclosed please find a proposed ordinance amending the City of Lake Alfred Police Officers' and Firefighters' Retirement System. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Firefighter - to update a reference in Florida Statutes.
 - d. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. 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.
3. 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.
4. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.

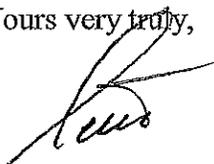
5. Section 16, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.(4).
6. Section 27, Prior Police or Fire Service, subsection 5., is being amended to correct a reference.
7. Section 28, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.
8. Section 30, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapters 175 and 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the plan members. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Patrick Donlan, with enclosure

ORDINANCE NO. 1358-15

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, AMENDING APPENDIX B, POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF LAKE ALFRED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY, AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, PRIOR POLICE OR FIRE SERVICE; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTERS 175 AND 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA;

SECTION 1: That Appendix B, Police Officers' and Firefighters' 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 "*Actuarial Equivalent*", "*Credited Service*", "*Firefighter*" and "*Spouse*", to read as follows:

* * * * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP-2000 Combined Healthy Unisex Mortality Table and interest rate of seven and ~~three-quarters~~ one-half percent (~~7.75~~ 7.5%) per annum. 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 police officer or firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer or firefighter. In addition, any new firefighter member as of the effective date of this ordinance shall also receive credited service for the time he was a certified firefighter and a member of the City of Lake Alfred General Employees' Retirement System. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the police or fire department pending the possibility of being reemployed as a police officer or firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the police or fire department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer or firefighter with the police or fire department within five years, his accumulated contributions, if \$1,000.00 or

less, shall be returned. If a member who is not vested is not reemployed within five (5) years, his accumulated contributions, if more than \$1,000.00, 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. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer or firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer or firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of years 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 police officer or firefighter with the city 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 police officer or firefighter within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- C. The maximum credit for military service pursuant to this paragraph shall be five years.
- 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.

* * * * *

Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. §633.35 408, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * * * *

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 B, Police Officers' and Firefighters' 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 earlier of attainment of age 55 and the completion of ten years of credited service or attainment of age 52 and the completion of 25 years of credited service. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent 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 55 and the completion of 10 years of credited service or the attainment of age 52 and the completion of 25 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 3: That Appendix B, Police Officers' and Firefighters' 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 In-Line of Duty, and subsection 3., Disability Benefits Not-in-Line of Duty, to read as follows:

* * * * *

1. *Disability benefits in line of duty.* 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 police officer or firefighter which disability was directly caused by the performance of his duty as a police officer or firefighter, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 2.75 percent of his average final compensation multiplied by the total years of credited service, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. 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 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.

* * * * *

3. *Disability benefits not-in line-[of] duty.* Any member with ten years or more credited service 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 police officer or firefighter, which disability is not directly caused by the performance of his duties as a police officer or firefighter shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to 2.75 percent of his average final compensation multiplied by the total years of credited service. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the city for medical reasons may apply for a disability within 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 4: That Appendix B, Police Officers' and Firefighters' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 15, Maximum Pension, subsections 6., 8., 12.B., and 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 participation with the City 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 15, 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 15 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 15 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).

* * * * *

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 5: That Appendix B, Police Officers' and Firefighters' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 16, Minimum Distribution of Benefits, subsection 2.B.(4), to read as follows:

* * * * *

2. B. (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 6: That Appendix B, Police Officers' and Firefighters' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 27, Prior Police or Fire Service, subsection 5., to read as follows:

* * * * *

5. In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, 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 15, subsection ~~11.B~~ 12.B.

* * * * *

SECTION 7: That Appendix B, Police Officers' and Firefighters' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by amending Section 28, Deferred Retirement Option Plan, to read as follows:

Section 28. Deferred Retirement Option Plan.

1. *Definitions.*

As used in this section, the following definitions apply:

- A. *DROP* means the Lake Alfred Police Officers' and Firefighters' Retirement System Deferred Retirement Option Plan.
- B. *DROP account* means 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 police officer or firefighter, 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 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 60 months beginning at the time his election to participate in the DROP first becomes effective. 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 the previous sentence. A member may participate only once.

D. *Termination of participation.*

- (1) A member's participation in the DROP shall cease by:
 - (a) continuation of his employment as a police officer or firefighter at the end of his period of participation in the DROP as determined under subsection 2.C.; or
 - (b) termination of his employment as a police officer or firefighter.
- (2) Upon the member's termination of participation in the DROP, pursuant to subsection (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 police officer or firefighter.
- (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. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment 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 29.

- (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 police officer or firefighter, no amounts shall be paid to him from the system until he terminates his employment as a police officer or firefighter. 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 police officer or firefighter.

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 police officer or firefighter 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 police officer or firefighter.

- (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 per annum compounded monthly determined on the last business day of the prior 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 is employed by the city police or fire department 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 police or fire department. A member employed by the city police or fire department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional credited service, except as provided for in Section 29.

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.E., upon his termination of employment as a police officer or firefighter. Except as provided in subsection 4.D., no amounts shall be paid to a member from the DROP prior to his termination of employment as a police officer or firefighter.

B. *Form of distribution.*

- (1) Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F. 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.*

- (1) 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 Distribution 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 in a direct rollover as otherwise provided under the system in section 24.

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, or cause to be maintained, 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, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared 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 this 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. The board shall also oversee the investment of the DROP'S assets.
- 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 28 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 the board shall find that 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 may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- € 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.
- Ð 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 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 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 I. *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 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.

I. 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 8: That Appendix B, Police Officers' and Firefighters' Retirement System, of the Code of Ordinances of the City of Lake Alfred, is hereby amended by adding Section 30, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts; to read as follows:

Section 30. Supplemental benefit component for special benefits; Chapters 175 and 185 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapters 175 and 185, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §§175.351 and 185.35. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members as follows:

1. *Individual Member Share Accounts.* The board shall create individual member share accounts and maintain appropriate books and records showing the respective interest of each member hereunder. Each member shall have a member share account for his share of the F.S. Chapters 175 and 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain a separate membership share account for each member, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. *Share Account Funding.*

A. Individual member share accounts shall be established as of September 30, 2015 for all members who were actively employed as of October 1, 2014. Individual member share accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

B. In addition, any forfeitures as provided in subsection 4., shall be allocated to the individual member share accounts in accordance with the formula set forth in subsection 4.

3. *Allocation of Monies to Share Accounts.*

A. *Allocation of Chapters 175 and 185 Contributions.*

(1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual member share accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member share accounts at the end of each plan year on September 30 (a "valuation date").

(2) On each valuation date, each current actively employed member of the plan not participating in the DROP, each DROP participant and each retiree who

retires or DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member(not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

- (3) The total funds subject to allocation on each valuation date shall be allocated to each share account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of credited service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of credited service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of credited service of the deceased member.
- (4) Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.

B. *Allocation of Investment Gains and Losses.* On each valuation date, each individual share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual 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.

C. *Allocation of Costs, Fees and Expenses.* On each valuation date, each individual share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. *No Right to Allocation.* The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapters 175 and 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

- (5) Members shall be provided annual statements setting forth their share account balance as of the end of the plan year.

4. Forfeitures. Any member who has less than ten (10) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection 5, shall forfeit his individual member share account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual member accounts on each valuation date in an amount determined in accordance with subsection 3.A.

5. Eligibility For Benefits. Any member (or his beneficiary) who terminates employment as a police officer or firefighter with the City or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

A. Retirement Benefit.

- (1) A member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 6, or if the member enters the DROP, upon termination of employment.
- (2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

- (1) In the event that a member's employment as a police officer or firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.
- (2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

- (1) In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 8, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.
- (2) Such payment shall be made as provided in subsection 6.

(4) Death Benefit.

- (1) In the event that a Member dies while actively employed as a police officer or firefighter, one hundred percent (100%) of the value of his share account shall be paid to his designated Beneficiary as provided in Section 7.
- (2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits. If a member terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share

account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. *Benefits Not Guaranteed.* All benefits payable under this Section 30 shall be paid only from the assets accounted for in individual member share accounts. Neither the City nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.

8. *Notional account.* The share account established for such a member is a notional account, used only for the purpose of calculation of the share 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 employment. The member has no control over the investment of the share account.

9. *No employer discretion.* The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. *Maximum Additions.* Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 15, subsection 11.

11. *IRC limit.* The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 9: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Lake Alfred.

SECTION 10: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 12: That this Ordinance shall become effective upon adoption.

INTRODUCED AND PASSED on First Reading this ____ day of _____, 2015.

PASSED AND ADOPTED on Second Reading, this ____ day of _____, 2015.

CITY OF LAKE ALFRED, FLORIDA

Charles Lake, Mayor

ATTEST:

Anee Bailey, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 5, 2015**

**2.) CENTRAL FLORIDA REGIONAL PLANNING COUNCIL PLANNING (CFRPC)
ADVISORY SERVICES AGREEMENT**

ISSUE: The City Commission will consider an agreement with the Central Florida Regional Planning Council for planning advisory services.

ATTACHMENTS:

- Proposed Planning Advisory Services Agreement

ANALYSIS: The Central Florida Regional Planning Council (CFRPC) currently and historically has provided planning services for the City of Lake Alfred. The proposed agreement with the CFRPC continues planning services for the City through FY 15/16 with a funding requirement of \$15,000. The proposed agreement is a \$3,000 reduction from the previous year due to GIS mapping being performed in-house (by the City Clerk) and the contract amount has been included in the FY 15/16 Budget.

STAFF RECOMMENDATION: Approval of Planning Advisory Services Agreement with CFRPC for a term of one year in the amount of \$15,000.00.

PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF LAKE ALFRED

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Lake Alfred** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning Board, elected officials, and City staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan and Unified Land Development Code; all of which is detailed in Attachment A – Scope of Work, and is a part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

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

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

All fees and payments for additional Scope of Work, if required, shall be negotiated. This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the CITY agrees to pay a fixed fee of **\$15,000 (fifteen thousand dollars)** to be paid in four (4) payments, beginning on October 1, 2015 with a final payment due on July 1, 2016. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 1, 2015	\$3,750
January 1, 2016	\$3,750
April 1, 2016	\$3,750
July 1, 2016	\$3,750

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the CITY upon final payment for the services included herein.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF LAKE ALFRED

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**City of Lake Alfred
SCOPE OF WORK FOR FY 2015-2016**

PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small-scale and large-scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY-initiated requests.
- B. The COUNCIL shall provide technical assistance including research to the elected officials, Planning Commission and City staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Unified Land Development Code.
- D. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

II. LARGE-SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the development review of proposed large scale, mixed use projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Unified Land Development Code and Comprehensive Plan.

CITY RESPONSIBILITIES

I. MAPPING (ON GIS BASE MAP)

- A. The COUNCIL understands that the CITY shall be responsible for preparing all official GIS maps including municipal boundary maps and base maps as well as all updates to the Map Series for the Comprehensive Plan and all updates to the Official Zoning Map.
- B. The COUNCIL understands that the CITY will provide, in a timely manner, any and all Map Exhibits and GIS analyses required for the COUNCIL to perform any and all Planning Services of this Scope of Work.

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 5, 2015**

3.) BID PROPOSAL: LION'S PARK DECK REPLACEMENT

ISSUE: The City Commission will consider bids for the replacement of the deck at Lion's Park.

ATTACHMENTS:

- Bid Summary

ANALYSIS: The deck at Lion's Park has reached the end of its service life and is in need of replacement. The project was identified in the City's Capital Improvement Program (CIP) and \$30,000 has been set aside in the current FY 15/16 annual budget to fund the project.

The City has received quotes from the following companies to replace the deck:

- Gator Construction: \$27,575
- LTO Construction: \$27,715
- Larry Gohn Marine Construction: \$28,400

The deck will be replaced with composite material (recycled plastic) that should have a much longer service life than regular wood.

STAFF RECOMMENDATION: Accept bid from Gator Construction (in the amount of \$27,575).

City of Lake Alfred BID SHEET
--

Date Requested: 10/01/15	Requesting Department: Parks
Purchase Order:	Amount of Purchase: \$27,575.00
G/L Code:	Fixed Asset: Y / N

Equipment or items being purchased: This is a capital purchase to rebuild the large deck behind the concession stand at Lions Park.

Names of companies contacted and their quotations:

Company Name	Person Contacted	Amount
1. Gator Construction	Ron Lofquist	\$27,575.00
2.L.T.O Construction	Joshua Crumley	\$27,715.00
3. Larry Gohn Marine Cont	Larry Gohn	\$28,400.00

Deck will be totally demolished and completely rebuilt using composite material and will measure 26'x42'. Oak tree will remain in middle of deck, while small covered area and walk way leading to beach will be negated from new construction.

Approval Requirements:	
Department Director 	Date:
City Manager	Date:

Existing Vendor: _____

New Vendor: _____ FEIN # _____

Billing Address: _____ Phone Number: _____

Vendor Number: _____ W-9 _____ Entered by: _____

GATOR CONSTRUCTION ENTERPRISES, INC.

4363 Berkley Rd.
Auburndale, FL 33823
Phone: 863-967-9776 • Fax: 863-984-8853



PROPOSAL/CONTRACT

No. 15-477-1
Date 9/3/2015
Sheet No. 1

Proposal Submitted To: Richard Weed

Work To Be Performed At:

Name City of LAKE Alfred
Street Parks & Recreation Manage
City LAKE Alfred
State FL 33850
Phone 863 291-5272
FAX 863 298-4440

155 E Pomele St

email rweed@mylakealfred.com

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Rebuild WOOD DECK Approx: 26' x 42' Frame with
PT 2" x 8" 16" o.c 6" x 6" PT POSTS w/concrete at base
4" x 4" PT Posts w/ concrete at base.

Joist hangers AS needed.

WOOD HAND RAIL

SKIRT DECK LATTICE

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of

Dollars \$ 22,875⁰⁰

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by

GATOR CONSTRUCTION ENTERPRISES, INC.

Respectfully submitted R. Lofquist
Per **GATOR CONSTRUCTION ENTERPRISES, INC.**
CBC1259246

Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature X

Date _____

Signature _____

GATOR CONSTRUCTION ENTERPRISES, INC.

4363 Berkley Rd.
Auburndale, FL 33823
Phone: 863-967-9776 • Fax: 863-984-6853



PROPOSAL/CONTRACT

No. 15-477-1
Date 9-30-15
Sheet No. 1

Proposal Submitted To: Richard Weed

Work To Be Performed At:

Name City of Lake Alfred
Street Parks & Recreation Manager
City Lake Alfred
State FL 33850
Phone 863-291-5272
FAX 298-4440
Email rweed@citylakealfred.com

155 E Pomelo St.

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Change Order for work to be performed, wood Deck
Approx: 20x42: USE CDEK Composite for Beach house gray color
Also Remove Existing Deck & haul away: Diff. of \$4,700⁰⁰
+22,875⁰⁰

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of

Dollars (\$ 27,575⁰⁰).

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by

GATOR CONSTRUCTION ENTERPRISES, INC.

Respectfully submitted R. Lifquist

Per **GATOR CONSTRUCTION ENTERPRISES, INC.**
CBC1259246

Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature X
Signature _____

Date _____



**LICENSED BUILDING CONTRACTOR
RESIDENTIAL - COMMERCIAL**

ALL TYPES OF CONSTRUCTION AND REPAIR

Phone (863) 412-1374 Fax (863) 967-6369 Email (itoconstruction@yahoo.com)

5205 Grimes Rd, Polk City, FL 33868

CBC# 1253635

CCC# 1329882

Estimate

09/22/2015

To: City of Lake Alfred

Regarding: Removal & Installation- P/T Structure & Composite Decking & Railing

Scope of Work

- Remove all existing boards and structure down to the ground
- All areas will be cleaned properly before installation of new deck
- Remove all existing steps down to the ground and clean properly for a clear surface- no steps will be built in place of existing
- Remove existing overhang for cover down to structure-(will not be installing overhang back)
- Install all new 6x6 poles-P/T for structure- length will change when extended out
- All structure will be framed with 2x8's for proper strength
- All perimeter will be secured properly with carriage bolts
- Install all new Composite Deck Boards and secure properly with stainless screws
- Install railing around perimeter to close off, all railing will have top plate and a kick plate that goes across mid way- All Composite Deck Boards
- All area will be cleaned properly when completed

Draw Schedule:

50%- Start Job & Permitting

50%- Upon completion

TOTAL COST=\$27,715.00

Proposal

Larry Gohn's MARINE CONSTRUCTION

2215 Avenue C NW - Winter Haven, Fl 33880
Phone (863) 412-0292 • www.larrygothmarine.com

PROPOSAL SUBMITTED TO <i>City of Lake Alfred</i>	JOB NAME <i>Deck @ Lion's Park</i>	JOB #
ADDRESS <i>Lion's Municipal Park</i>	JOB LOCATION <i>Lake Alfred</i>	
	DATE <i>9-21-15</i>	
PHONE#	FAX#	ARCHITECT

We hereby submit specifications and estimates for:

*New Deck Construction —
26' x 42' Deck Area
Tear out and haul away existing deck
New deck to be constructed of:
2x8 Framing on 6x6 Pilings
2x6 Decking (#1 grade P.T. Yellow Pine) Sanded
2x6 Handrail with Pickets
No Electric or Plumbing provided
Completion Time 2 weeks*

Composite or Vinyl Decking add 3200⁰⁰

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of

Twenty five Thousand two Hundred dollars (\$ *25,200⁰⁰*)

with payments to be made as follows: *10,000⁰⁰ Deposit, 15,200⁰⁰ Upon Completion*

Any alteration or derivation from the above specifications involving extra costs will be executed upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully Submitted

Note: This proposal may be withdrawn by us if not accepted within *190* days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____