



## CITY OF ALTAMONTE SPRINGS COMMISSION AGENDA JANUARY 5, 2016

7:00 P.M. REGULAR MEETING  
INVOCATION  
PLEDGE OF ALLEGIANCE  
APPROVAL OF MINUTES OF REGULAR MEETING OF DECEMBER 1, 2015  
INFORMAL COMMUNICATIONS FROM THE FLOOR

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1. PUBLIC HEARING  
(1<sup>ST</sup> READING) Ordinance 1694-16- City Code of Ordinances amendment to repeal business identification regulations for marijuana businesses
2. PUBLIC HEARING  
(1<sup>ST</sup> READING) Ordinance 1695-16- Amendment of the Police Officer's Pension Plan
3. REQUEST FOR APPROVAL  
Piggyback Contract Authorization – City Vehicle Purchases
4. FINANCE ITEMS
  - A. ITB-16-002-CE- Printing Services for Various City Departments – Annual Requirements-Award to Carmen Sense Partners Inc. in the total base bid amount of \$19,931.30
  - B. Synthetic Turf at Eastmonte Park – Approve final payment to ProGrass, LLC in the amount of \$73,701.40 and accept the closeout documentation
  - C. Eastmonte Park Concession Building – Approve final payment to Albu and Associates, Inc. in the amount of \$105,460.89 and accept the closeout documentation

Persons with disabilities needing assistance in participating in any of these proceedings should contact the City Clerk Department ADA Coordinator 48 hours in advance of the meeting at 407-571-8122 (Voice) or 407-571-8126 (TDD).

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony evidence upon which the appeal is to be based, per Chapter 286.0105, Laws of Florida. The City of Altamonte Springs does not provide this verbatim record.



## REGULAR MEETING OF THE CITY COMMISSION DECEMBER 1, 2015

Pursuant to due notice, a regular meeting of the Commission of the City of Altamonte Springs, Seminole County, was held at 225 Newburyport Avenue, in said City on December 1, 2015 at 7:00 p.m.

**PRESENT WERE:** Mayor Bates, Commissioners Batman, Hussey, Reece, and Wolfram

**ALSO PRESENT WERE:** Frank Martz - City Manager  
Skip Fowler - City Attorney  
Erin O'Donnell - City Clerk

The meeting was called to order by Mayor Bates at 7:00 p.m.

### INVOCATION:

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

**Motion:** Moved by Commissioner Reece, seconded by Commissioner Batman, to approve the minutes of the regular Commission Meeting of November 17, 2015 as presented. Motion carried unanimously.

### INFORMAL COMMUNICATION FROM THE FLOOR: None

#### 1. PRESENTATION 10 Year Employee Service Recognition

Ms. Allison Marcous, Human Resources Director, recognized the following employees for their service of 10 years to the City:

*Richard Bamrick, Leisure Services*  
*Jackie, Church, Jr., Leisure Services*  
*Ranwa "Nin" Iamaio, Leisure Services*  
*Antonio Honor, Leisure Services*  
*Diana Long, Leisure Services*  
*Glen Cobb, Police*  
*Daniel Seidenfaden, Police*

*Todd Smith, Police*  
*Craig Curry, Public Works*  
*John Langston, Public Works*  
*Tracy Mullins, Public Works*  
*Hector Ortiz de Leon, Public Works*  
*Marie Badders, Human Resources*



**INFORMAL COMMUNICATION FROM THE FLOOR:** None

**REPORTS:**

**CITY ATTORNEY**

Wished the Commission a Merry Christmas and Happy New Year.

**CITY CLERK**

Reminded the Commission of Board Appreciation Night coming up on December 8.

**CITY MANAGER**

Wished the Commission a Merry Christmas and gave many congratulations to a successful A-FIRST opening to all those involved. It's received a lot of national attention.

**COMMISSIONER BATMAN**

Also wished the Commission a Merry Christmas and extended his congratulations for the grand opening of A-FIRST. He asked Mr. Martz who planned the opening. Mr. Martz replied that it was a team effort of about six different departments but the event was planned by Rochelle Croskey, Shelly Nooft, and Ed Torres.

**COMMISSIONER REECE**

Commented how great our logo was for the A-FIRST project and asked who designed it. She thought it was very impressive to have the logo on the water tank. Mr. Martz replied that Meredith Siems and Rochelle Croskey did an excellent job on it.

**COMMISSIONER HUSSEY**

Wished the Commission a Merry Christmas and Happy New Year. He also wanted to wish our Police Department to stay safe this time of year.

**COMMISSIONER WOLFRAM**

Wished the Commission a Merry Christmas and Happy New Year.

**MAYOR BATES**

Added her congratulations to the A-FIRST opening. It was an incredible event and she is proud of what we're doing, especially being the first in the country. To all those involved, they did an outstanding job and it was well deserved.

She closed by wishing the Commission a Merry Christmas and Happy New Year.

The meeting adjourned at 7:21 p.m.

ATTEST:

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MAYOR

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CITY CLERK



Meeting Date: January 5, 2016

From:

*John Sembler*  
John Sembler, Growth Management Director

Approved:

*[Signature]*  
[Signature], City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT:** Ordinance No. 1694-16 (1<sup>st</sup> reading) – City Code of Ordinances amendment to repeal business identification regulations for marijuana businesses

**SUMMARY EXPLANATION & BACKGROUND:**

Ordinance No. 1693-15 was adopted on December 1, 2015, to enact marijuana business regulations. One of the medical marijuana permit operational requirements was entitled "Business Identification" (Section 19-30(f)(1)). This requirement limited the potential business names of medical marijuana retail centers by restricting the use of certain words and graphics related to marijuana.

Proposed Ordinance No. 1694-15 repeals the Business Identification regulations for medical marijuana businesses.

**FISCAL INFORMATION:** Not applicable

**RECOMMENDED ACTION:**

**APPROVE** Ordinance No. 1694-16 on first reading, and **SET** second reading for January 19, 2016.

Initiated by: John Sembler, Growth Management

ORDINANCE NO. 1694-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 19, "LOCAL BUSINESS TAXES AND CITY PERMITS," ARTICLE II, "CITY BUSINESS PERMITS," SECTION 19-30, "MARIJUANA BUSINESSES," BY REPEALING SUBSECTION (F) (1) "BUSINESS IDENTIFICATION," IN ITS ENTIRETY AND SEQUENTIALLY RENUMBERING THE REMAINING PARAGRAPHS IN SUBSECTION (F); PROVIDING FOR CONFLICTS; SEVERABILITY AND FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Altamonte Springs, Florida has determined that it is in the best interests of the residents and public to repeal the business identification requirements set forth in the marijuana business regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, THAT:**

**SECTION 1.** Subsubsection (f)(1), "Business Identification," of Subsection (f), "Permit Operation Requirements," of Section 19-30, "Marijuana Businesses," of Article II, "City Business Permits," of Chapter 19, "Local Business Taxes and City Permits," of the Altamonte Springs Code of Ordinances is hereby repealed in its entirety, and the remaining paragraphs in subsection (f), are hereby sequentially renumbered.

**SECTION 2. Conflicts.** Any and all Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 3. Severability.** If any provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid

provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately after passage.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY, 2016.**

FIRST READING: \_\_\_\_\_

ADVERTISED: \_\_\_\_\_

\_\_\_\_\_  
PAT BATES, MAYOR  
Of the City of Altamonte Springs, Florida

ATTEST:

\_\_\_\_\_  
ERIN O'DONNELL, CITY CLERK

Approved as to form and legality  
for use and reliance by the City  
of Altamonte Springs, Florida

\_\_\_\_\_  
JAMES A. FOWLER, ESQ.  
CITY ATTORNEY



Meeting Date: January 5, 2016

From:

*Mark B. DeBord*  
Mark B. DeBord, Finance Director

Approved:

*[Signature]*  
Franklin W. Marshall, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT: Amendment of the Police Officers' Pension Plan**

**SUMMARY EXPLANATION & BACKGROUND:** Recent changes to the Florida Statutes governing police pension plans have necessitated amendments to the City's Plan. We are taking this opportunity to make certain other amendments to improve the Plan. These changes address:

- Adding a special benefits defined contribution component, the "Share Plan"
- Increasing survivor benefits for officers killed in the line of duty
- Adding a benefit option to allow partial lump sum distribution
- Adding additional administrative budgeting and reporting requirements
- Extending the term of Board Trustees from 2 to 4 years
- Making membership optional for the Police Chief
- Expanding the list of offenses which can cause a member to lose pension rights
- Deleting unnecessary and outdated language
- Various administrative corrections.

A detailed report on these proposed changes are included with this memo. Please review the report for more details on these proposed changes.

**FISCAL INFORMATION:** We anticipate these changes will add \$23,000 annually to the budget.

**RECOMMENDED ACTIONS:** Move to adopt Ordinance Number 1695-16 on first reading.

Initiated by: Mark DeBord

ORDINANCE NO. 1695-16

AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS FLORIDA REVISING THE CODE OF THE CITY OF ALTAMONTE SPRINGS FLORIDA BY REVISING CHAPTER 2 "ADMINISTRATION", ARTICLE II "RETIREMENT", DIVISION 4. "POLICE OFFICERS' PENSION PLAN" TO PROVIDE FOR ADDITIONAL RETIREMENT BENEFITS; TO INCREASE BENEFITS TO SURVIVING SPOUSES OF POLICE OFFICERS KILLED IN THE LINE OF DUTY; TO PROVIDE FOR THE USE OF PREMIUM TAX REVENUES; TO PROVIDE FOR AN EXTENSION OF THE TERM OF THE TRUSTEES; TO PROVIDE MEMBERSHIP IS OPTIONAL FOR THE POLICE CHIEF; TO PROVIDE FOR AN EXPANDED LIST OF OFFENSES THAT COULD CAUSE A LOSS OF PENSION RIGHTS; AND TO UPDATE AND CORRECT TERMS AND VARIOUS REPORTING AND BUDGETING PROVISIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida, through Chapter 185, Florida Statutes created a revenue-sharing process whereby participating municipalities can receive a portion of the state excise tax on insurance premiums paid on policies covering property within the municipality, for the purpose of providing funding for the municipal police officers' pension fund, and,

**WHEREAS**, pursuant to Chapter 185, Florida Statutes, the City Commission adopted Resolution Number 914 creating the City of Altamonte Springs Police Officers' and Firefighters' Pension Plan, and,

**WHEREAS**, the City Commission of the City of Altamonte Springs and the Board of County Commissioners of Seminole County entered into an interlocal agreement effective October 1, 2002, merging the City Fire Department into the County Fire Department, and,

**WHEREAS**, the City Commission of the City of Altamonte Springs adopted Ordinance No. 1483-03 effective July 1, 2003, re-designating the "City of Altamonte Springs Police Officers' and Firefighters' Pension Plan" as the "City of Altamonte Springs Police Officers' Pension Plan", and,

**WHEREAS**, It is the desire of the City Commission of the City of Altamonte Springs to utilize a portion of the additional funds from the State to provide increased retirement benefits for the police officers, and for surviving spouses of police officers killed in the line of duty, and,

**WHEREAS**, various terms and provisions of the current Pension Plan need to be revised, corrected and updated, and,

**WHEREAS**, the City Commission of the City of Altamonte Springs desires to make certain changes and amendments to the City of Altamonte Springs Police Officers' Pension Plan;

**NOW THEREFORE, BE IT BY THE CITY COMMISSION OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, AS FOLLOWS:**

**Section One.** The Code of Ordinances of the City of Altamonte Springs, Chapter 2, "Administration", Article II, "Retirement", Division 4, "Police Officers' Pension Plan", is hereby amended as set forth in the attached document, which is incorporated for reference herein.

**Section Two.** All other ordinances, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**Section Three.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section Four.** This Ordinance shall become effective immediately upon passage.

Passed and Adopted this \_\_\_ day of \_\_\_\_\_, 2016.

First Reading \_\_\_\_\_

Advertised \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
PATRICIA BATES, MAYOR  
City of Altamonte Springs, Florida

ATTEST:

\_\_\_\_\_  
Erin O'Donnell, City Clerk

APPROVED AS TO FORM AND LEGALITY FOR USE AND  
RELIANCE BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA

\_\_\_\_\_  
James A. Fowler, City Attorney  
City of Altamonte Springs, Florida

## MEMORANDUM

**To:** The Mayor and City Commission

**From:** Mark DeBord, Finance Director

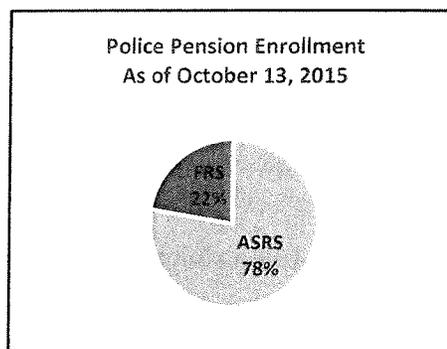
**Re:** Police Pension Plan Amendments

**Date:** December 2, 2015

In 1996 the City elected to leave the Florida Retirement System (FRS) and establish the *Altamonte Springs Retirement System (ASRS)*. This decision continues to pay benefits. Since inception the ASRS plans have saved the City \$378,000 over what would have been the pension expense had the City remained in the FRS. Additionally, in 2008 the Florida Legislature amended FRS benefits raising minimum retirement ages and cutting benefits to future retirees. Today, for new employees, the City's plans offer better benefits than FRS at less costs. We are very pleased with the success of our pension programs.

All full-time police officers hired on or after January 1, 1996 are in *Altamonte Springs Police Officers Defined Benefit Pension Plan*, one of the several pension plans offered by the ASRS. Police officers hired prior to January 1, 1996 remain in the FRS.

Of the current 99 officers on the payroll, 77 of them are in the Altamonte Springs Police Officers' Pension Plan. The balance of officers (22) are in the Florida Retirement System. Half of the 22 officers in FRS are in the Drop program. They will all retire within the next 5 years. The rest will probably retire within the next 5 to 10 years. Thus we expect all officers will be in the City's pension plan within 5 to 10 years.



The Altamonte Springs Police Officers' Pension Plan was last updated in 2003. Since that time the Florida Legislature has passed several bills which affect pension plans. We are proposing a number of plan amendments which, if adopted, will bring the City's plan up to date.

### Share Plan

The most recent, and arguably, most significant legislative change involves the use of premium tax revenues. Most municipal police pension plans in Florida are funded, in part, by a tax on premiums paid by policyholders for casualty insurance. Our Plan is no exception. Premium tax revenues accounted for 12% (\$310,000) of the \$2.6 million in total funding for 2014.

The 1999 Florida Legislature substantially amended Chapter 185 of the Florida Statutes, the law governing police pension plans. One of the most controversial parts of this amendment hovered around the introduction of the terms "extra benefits" and "additional premium tax revenues". Extra benefits are described as benefits in addition to or greater than those provided to general employees. Additional premium tax revenues are described as revenues received that exceed the amount received for calendar year 1997. Cities, employee groups, and the Florida Division of Retirement have been arguing about the application of these two terms for the past 15 years. In fact, the Division of Retirement reversed its position on this issue about three years ago. Confusion reigned supreme.

After many attempts over the years to address this issue legislatively, the 2015 Florida Legislature finally passed Senate Bill 172 which did, in fact, provide what we all hope is a final remedy to this issue. No one is completely happy with this final fix but I think we'll all learn to live with it.

Under SB 172 premium tax revenues received by the City up to the amount received in calendar year 2012 will be used to fund existing plan benefits. In the future, any amounts received in excess of the amount received in calendar year 2012 must be divided equally. Half will go towards funding the existing benefits. The other half will be used to fund "special benefits" for plan Members. Special benefits means an individual investment account for each Member. The money in the account is available to the Member upon termination of employment with the City. The Member can take the money in the account with them. This special benefit is in addition to the existing benefits provided by the pension plan. We have named this special benefits component the new "Share Plan".

#### **Survivor Benefits for Officers Killed in the Line of Duty**

This is not a legislative mandate but a change we believe provides an important "peace of mind" benefit to our police officers. With this change we will increase the monthly pension benefit available to the surviving spouse of an officer killed in the line of duty from 50% to 75% of the deceased officer's monthly compensation. We have increased the age from 18 to 24 of surviving children receiving a benefit. We have added beneficiaries to include a parent or grandparent, or any other person age 24 or older for whom the Member is the legal guardian provided that the Member was providing more than one-half of that potential beneficiaries' financial support at the Member's time of death. The effect of this additional benefit on the City's annual pension contribution is small (about \$23K annually), but the effect on survivors is large. Let us hope we never have occasion to exercise this benefit.

#### **Optional Partial Lump Sum Distribution**

We have added a lump sum distribution to the list of retirement benefit options. Under this lump sum option Members, upon reaching their normal retirement date, can choose to receive up to 25% of the actuarial balance of their pension account in cash at their retirement date. Their subsequent monthly payment will be reduced to reflect the fact that they received a portion of their pension benefit up front. Unlike a Drop option, the lump sum option does not require mandatory requirement. The Member can choose this as an option at retirement whenever that might be. We think this is a much better and clearly more flexible option than Drop.

#### **Annual Budget and Financial Reporting**

The Plan is audited annually with the results of the audit included in the City's Comprehensive Annual Financial Report. The proposed amendments include an additional requirement for the Board of Trustees to adopt an annual budget for administrative expenses and to provide an annual report on administrative expenses at the end of the year.

#### **Board Member Terms**

The proposed amendments include extending the terms of the five Board of Trustee members from two to four years. This should provide greater continuity for the Board.

### **Police Chief Optional Membership**

The proposed amendments include a provision allowing the Police Chief to choose not to participate in the Plan. Often candidate's under consideration from outside the City police department have already retired from another agency. Placing these individuals in the City's plan, where it takes 25 years of service to receive full retirement benefits, is of little value to the candidate. Allowing them to not participate in the Plan provides the City the opportunity to offer some other pension arrangement like the investment plan which may be a more enticing benefit to the candidate. This allows the City greater flexibility when selecting a new Police Chief.

### **Forfeiture of Pension**

It is possible for a Police Officer to lose his or her right to a pension. Currently, a Member forfeits all rights and benefits under the Plan if he or she, prior to retirement, is convicted of:

- Embezzlement of public funds
- Theft from employer
- Bribery, misuse of public funds
- Defrauding the City of the right to receive faithful performance from the Officer

We have amended the Plan to add the following additional offenses reflecting changes in legislation:

- Lewd or lascivious offenses committed upon, or in the presence of, persons less than 16 years of age
- Sexual battery against a victim younger than 18 years of age
- Fraud
- Strikes

It is also possible for a Member's beneficiary to lose rights to a Member's pension if the beneficiary is convicted of killing the Member.

### **Other Changes**

The proposed amendments include a number of other changes, corrections, deletions, and additions which are important for the continuity of the Plan but which, when taken individually or as a whole, have no measurable effect on the Plan nor its' Members.

Attached is a schedule listing each proposed change along with a brief explanation. Also attached is a copy of the amended Plan document. Added language is underlined like this. Deleted language is overstruck ~~like this~~. In both cases we have highlighted the changes in yellow like this.

### **Financial Impact**

We had our independent actuary study the plan changes and prepare a Statement of Actuarial Impact to provide a measurement of the costs of the various changes. A copy of this statement is attached. According to the actuary the changes to the plan have no actuarial impact, with the exception of the change to survivor benefits available for officers killed in the line of duty. This change adds about \$23,000 to annual pension costs. The share plan is created but is funded entirely with premium taxes with no obligation to the City for funding.

**Police Officers' Pension Plan Ordinance  
2015 Proposed Amendments – By Section**

Item	Page	Section	Explanation
1	6	2-42.01 (3)	<b>Actuarial Equivalent.</b> Revised definition updating the referenced mortality table from 1983 to 2014.
2	6	2-42.01 (4)	<b>Average Final Compensation.</b> Administrative change to replace the phrase “prior to” with the word “before”.
3	6	2-42.01 (10)	<b>Compensation or Salary.</b> Added telephone allowance to the list of compensation exclusions.
4	7	2-42.01 (11)	<b>Creditable Service or Credited Service.</b> Expanded and clarified conditions under which a Member may leave or take with them their Accumulated Contribution upon termination.
5	9	2-42.01 (12)	<b>Death in the Line of Duty.</b> Added a definition for death in the line of duty.
6	9	2-42.01 (13)	<b>Defined Contribution Plan.</b> Added a definition for the newly created defined contribution component of the Plan.
7	10	2-42.01 (15)	<b>Division.</b> Added a definition for the Florida Division of Retirement.
8	10	2-42.01 (19)	<b>Joint Annuitant.</b> Clarified the definition of joint annuitant.
9	11	2-42.01 (24)	<b>Police Department.</b> Added a definition for Police Department.
10	11	2-42.01 (25)	<b>Police Officer.</b> Clarified language describing a Police Officer.
11	11	2-42.01 (27)	<b>Retirement.</b> Clarified the definition of retirement.
12	11	2-42.01 (28)	<b>Special Benefits.</b> Added a definition for special benefits.
13	11	2-42.02 (3)	<b>Police Chief.</b> Added a membership exclusion option for the Police Chief.
14	12	2-42.03 (2)	<b>Board Member Terms.</b> Extended terms for board members for 2 to 4 years.
15	12	2-42.03 (4)	<b>Board Meetings.</b> Added quarterly board meeting requirement.
16	15	2-42.04 (6)	<b>Annual Administrative Expense Budget.</b> Added a requirement for adoption of an annual Plan administrative expense budget.
17	15	2-42.04 (7)	<b>Annual Administrative Expense Report.</b> Added a requirement for annual expense reporting.
18	16	2-42.04 (8) (b)	<b>Investment Policy.</b> Added requirement for board to adopt a written investment policy.
19	17	2-42.04 (8)(c)(6)	<b>Real Estate Investments.</b> Expanded the description and limitation on investment in real estate.
20	17	2-42.04 (8)(d)	<b>Equity Investments.</b> Defined limitation on investments in equities as being market values; increased limitation on investments in equities from 65% to 70%.; placed a limit of 25% on foreign securities.
21	17	2-42.04 (8)(e)	<b>Real Estate Investment Limitation.</b> Expanded limitation on real estate investment from 10% to not more than 15% (at market value) of portfolio.
22	19	2-42.05 (2)	<b>State Contributions.</b> Refined definition of state contributions to be consistent with Chapter 185, FS.
23	19	2-42.05 (3)	<b>City Contributions.</b> Refined definition of city contributions to be consistent with Chapter 185, FS.

**Police Officers' Pension Plan Ordinance  
2015 Proposed Amendments – By Section**

Item	Page	Section	Explanation
24	20	2-42.06 (2)	<b>Normal Retirement Benefit Payments – Life Plus 10 (Option 1).</b> Added “Life Plus 10 (Option 1)” to title to clearly identify option 1.
25	21	2-42.06 (3)	<b>Normal Retirement Benefit Payments.</b> Deleted definition for Normal Retirement Benefit Payments as being redundant.
26	22	2-42.06 (5)	<b>Early Retirement Benefit Payments.</b> Minor administrative corrections.
27	22	2-42.07	<b>Share Plan.</b> New section creating Share Plan.
28	23	2-42.08 (1)(a)	<b>Death in the Line of Duty.</b> Increased minimum death in line of duty spouse survivor benefits from 50% to 75% of monthly salary.
29	23	2-42.08 (1)(b)	<b>Average Monthly Compensation.</b> Defined for purpose of death in line of duty benefit calculation.
30	23	2-42.08 (1)(c)	<b>Death in Line of Duty Benefits for Children of Surviving Spouses who Dies.</b> Raised age for benefits to surviving children from 18 to 24.
31	23	2-42.08 (1)(d)	<b>Death in Line of Duty Benefits for Children with No Surviving Spouse.</b> Raised age for benefits to surviving children from 18 to 24.
32	24	2-42.08 (1)(e)	<b>Death in Line of Duty Benefits for Survivors Other Than Spouse and Children.</b> Added dependent parents, grandparents or other dependent person aged 24 or older to survivors entitled to benefits.
33	24	2-42.08 (2)(b)	<b>Death Other Than in the Line of Duty.</b> Revised to reference “joint annuitant”, a defined term, in lieu of existing language.
34	25	2-42.09 (2)(d)	<b>Conditions Disqualifying Disability Benefits.</b> Revised “any branch of the Armed Forces” to “any armed forces”.
35	25	2-42.09 (2)(e)	<b>Condition Disqualifying Disability Benefits.</b> Revised exclusions for injury or disease sustained after employment.
36	26	2-42.09 (2)(i)	<b>Condition Disqualifying Disability Benefits.</b> Added intentional, self-inflicted injury to list of disqualifying events.
37	26	2-42.09 (3)	<b>In Line of Duty Presumptions.</b> Revised to add meningococcal meningitis, or hepatitis and eliminate hardening of the arteries or certain communicable diseases consistent with florid statutes.
38	29	2-42.10 (4)	<b>Separation from Service: Refund of Accumulated Contributions Benefit Forfeiture.</b> Added language forfeiting benefits for members receiving a refund of accumulated contributions.
39	31	2-42.11 (1)(c)	<b>Optional Forms of Benefits: Partial Lump Sum.</b> Added partial lump sum as a benefit option. Retiring members can receive a portion of their benefit in an initial lump sum with the balance paid as an annuity.
40	31	2-42.11 (7)	<b>Optional Forms of Benefits: Lump Sum.</b> Expanded language to allow a single lump sum benefit payment if monthly retirement

**Police Officers' Pension Plan Ordinance  
2015 Proposed Amendments – By Section**

Item	Page	Section	Explanation
			income is less than \$100 of if single-sum value of accrued retirement benefit is less than \$2,500.
41	32	2-42.13 (2)	<b>Failure to Designate a Beneficiary.</b> Added language specifying benefit payment made is full discharge of all obligations.
42	32	2-42.13 (3)	<b>Divorce.</b> Added provision for divorce pursuant to Sec. 732.703, F.S.
43	34	2-42.16	<b>Board Attorney and Professionals.</b> Refined the description of actuary to be consistent with Florida Statutes.
44	35	2-42.17 (5)	<b>Maximum Pension: \$10,000 Limit.</b> Deleted this provision.
45	35	2-42.17 (6)	<b>Member in Defined Contribution Plan.</b> Deleted this provision as it is not applicable after January 1, 2000.
46	36	2-42.17 (6)	<b>Additional Limitation on Pension Benefits.</b> Deleted language relating to restrictions existing prior to 1980.
47	38	2-42.19	<b>Repeal or Termination of Plan:</b> Replaced existing language which is inconsistent with Florida Statutes.
48	40	2-42.22 (1)(g)	<b>Forfeiture of Pension: Conviction of Specified Offenses.</b> Deleted false, misleading or fraudulent statements to obtain a public pension and added certain felonies against children.
49	40	2-42.22 (2)	<b>Forfeiture of Pension: Fraud.</b> Added language to include fraud committed to obtain pension benefits.
50	40	2-42.22 (3)	<b>Forfeiture of Pension: Strikes.</b> Added language to include strikes by public employees.
51	40	2-42.22 (4)	<b>Forfeiture of Pension: Beneficiary Forfeiture of Benefits.</b> Added language prohibiting benefit payments to a beneficiary convicted of killing a member.
52	41	2-42.22 (7)	<b>Forfeiture of Pension: Withholding of Benefits.</b> Added language allowing withholding of benefits pending resolution of charges against a member or beneficiary which could result in forfeiture of benefits.

November 25, 2015

Mr. Mark B. Debord  
Finance Director  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

Dear Mark:

**CITY OF ALTAMONTE SPRINGS POLICE OFFICERS' PENSION PLAN**  
**ACTUARIAL IMPACT STATEMENT FOR PENSION PLAN AMENDMENTS**

Attached is a Statement of Actuarial Impact relating to proposed pension plan amendments for the City of Altamonte Springs Police Officers' Pension Plan.

The City of Altamonte Springs has retained Actuarial Concepts to perform the actuarial analysis and prepare this impact statement. This Statement of Actuarial Impact was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge the results are complete and accurate, and in our opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. The use of the results of the Statement of Actuarial Impact for financial or administrative purposes, other than to estimate the impact of the indicated plan amendments, is not recommended without an advance review by Actuarial Concepts of the appropriateness of such application.

After review, the enclosed Statement should be signed by an authorized representative and sent to the State, along with a copy of the proposed Ordinance, in the usual manner.

Members of our staff are available to discuss this Statement of Actuarial Impact and its related issues.

Sincerely,



Michael J. Tierney

**CITY OF ALTAMONTE SPRINGS  
POLICE OFFICERS' PENSION PLAN**

**Statement of Actuarial Impact**

**Proposed Plan Amendments**

The City is considering adoption of an Ordinance amending the City of Altamonte Springs Police Officers' Pension Plan. The proposed Ordinance contains the following changes in plan provisions that differ from those that served as the basis of the latest actuarial review of the Plan as of October 1, 2015. The Statement of Actuarial Impact measures the impact on the Plan of making the proposed changes as described below:

**Death In-Line-of-Duty**

The surviving spouse of any Member killed in the line of duty may elect to receive a monthly pension equal to 75% of the Average Monthly Compensation being received by the Member at the time of death. The current provision provided 50%.

The proposed Ordinance made other changes to the Plan but they did not affect the benefits. Thus, there was no actuarial impact for those changes. A share plan was created but the funding was from premium taxes and there are no obligations to the City for funding.

The impact of implementing the changes outlined above is based on the latest actuarial review of the Plan (October 1, 2015). Results are as follows:

**CITY OF ALTAMONTE SPRINGS  
POLICE OFFICERS' PENSION PLAN  
Proposed Plan Amendments**

	10/1/15 Valuation (1)	10/1/15 Study (2)	Net Changes (3) = (2) - (1)
1. Member Data			
(a) Active Members	79	79	Same
(b) Active Members Over NRA (included above)	-	-	Same
(c) Pending Retirees	-	-	Same
(d) Retirees, Beneficiaries and Disableds	1	1	Same
(e) Vested Terminated and Limited Members	13	13	Same
(b) Total Anticipated Payroll for Next 12 Months	\$ 4,742,636	\$ 4,742,636	Same
(c) Actuarial Present Value (APV) of Future Valuation Payroll	38,812,508	38,812,508	Same
(h) Total Annual Benefit Payments	177,744	177,744	Same
2. Assets			
(a) Market Value	12,903,155	12,903,155	Same
(b) Actuarial Value	12,903,155	12,903,155	Same
3. Liabilities			
(a) APV of Future Benefits			
(1) Active Members			
--Retirement	17,711,745	17,711,745	Same
--Withdrawal	2,801,388	2,801,388	Same
--Disability	1,444,740	1,444,740	Same
--Death	264,326	443,466	179,140
--Refund of Contributions	10,276	10,276	Same
--Total	\$ 22,232,475	\$ 22,411,615	179,140
(2) Active Members Over NRA (included above)	-	-	Same
(2) DROP Retirees	-	-	Same
(3) Retirees and Beneficiaries	533,354	533,354	Same
(4) Disabled Members	Incl Above	Incl Above	Same
(5) Vested Terminated and Limited Members	552,453	552,453	Same
(6) Total	\$ 23,318,282	\$ 23,497,422	179,140
(b) APV of Vested Accrued Benefits	7,734,339	7,734,339	Same
(c) APV of All Accrued Benefits	10,385,328	10,693,404	308,076
(b) Actuarial Accrued Liability (AAL)	15,898,338	15,949,901	51,563
(c) Unfunded AAL (UAAL)	2,995,183	3,046,746	51,563
4. Contribution Requirements* for Year Ended	09/30/15	09/30/15	
(a) Plan Normal Cost**	956,620	973,719	17,099
(b) Amortization Payment	432,227	437,846	5,618
(c) Total Plan Requirements*	\$ 1,388,847	\$ 1,411,565	22,717
(d) Estimated Member Contributions	47,426	47,426	Same
(e) Est. Chapter 185 Contributions	321,481	321,481	Same
(f) Total City Requirements*	1,019,940	1,042,658	22,717
(h) Total City Requirement Adjusted to End of Year***	1,060,459	1,084,078	23,619
5. Percent of payroll			
(a) Plan Normal Cost**	20.17%	20.53%	0.36%
(b) Amortization Payment	9.11%	9.23%	0.12%
(c) Total Plan Requirements*	29.28%	29.76%	0.48%
(d) Estimated Member Contributions	1.00%	1.00%	Same
(e) Est. Chapter 185 Contributions	6.78%	6.78%	Same
(f) Total City Requirements*	21.50%	21.98%	0.48%

\* Assumed payable monthly starting October 1, 2015.

\*\* Includes expense normal cost.

\*\*\* Includes interest adjustments at the valuation interest rate on amounts to end of year.

This Statement of Actuarial Impact has been prepared pursuant to Chapter 112, Section 112.63(3) of Florida Statutes, and in our opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes, and Section 14, Article X, of the State Constitution.

Date: November 25, 2015

By:   
Michael J. Tierney  
ASA, MAAA, FCA, EA #14-01337

The proposed changes, as described above, to the best of our knowledge and belief, are in compliance with Part VII, Chapter 112, Florida Statutes, and Section 14, Article X, of the State Constitution.

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

By: \_\_\_\_\_  
Plan Representative

**THE CODE OF ORDINANCES OF THE CITY OF ALTAMONTE SPRINGS**

**CHAPTER 2. ADMINISTRATION**

**ARTICLE II. RETIREMENT**

**\* \* \***

**DIVISION 4. POLICE OFFICERS' PENSION PLAN**

**Proposed Amendments to the Plan  
January 6, 2016**

The Code of Ordinances of the City of Altamonte Springs, Florida  
 Chapter 2. Administration – Article II. Retirement  
 Division 4. Police Officers’ Pension Plan

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**SECTION 2-42.01 DEFINITIONS**

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

1. **Accumulated Contributions** means a Member's own contributions without interest. For those Members who purchase Credited Service with interest or at no cost to the Plan, only that portion of any payment representing the amount attributable to Member contributions based on the applicable Member contribution rate, shall be included in Accumulated Contributions.
2. **Act** means the Employee Retirement Income Security Act of 1974 (P.L. 93-406) and any regulations issued hereunder by the Department of Labor and the Internal Revenue Service, as that Statute and those regulations shall be amended.
3. **Actuarial Equivalent** means a benefit or amount of equal value based upon the RP 2014 fully generational Group Annuity Mortality Table unisex 50/50 using projection scale MP2014 and an interest rate of seven and one-half percent (7.5%) ~~based upon the 1983 Group Annuity Mortality Table and an interest rate of eight percent (8%) per annum.~~
4. **Average Final Compensation** means one-twelfth (1/12) of the average annual compensation of the five (5) best years of the last ten (10) years of Creditable Service before ~~prior to~~ Retirement, termination, or death. A year shall be twelve (12) consecutive months. (185.02(2), FS)
5. **Beneficiary** means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and such written designation having been filed with the Board. If no such designation is in effect, or if no person so designated is living at the time of death of the Member, the Beneficiary shall be the estate of the Member.
6. **Board** means the Board of Trustees, which shall administer and manage the Plan herein provided and serve as trustees of the Fund.
7. **City** means City of Altamonte Springs, Florida.
8. **City Commission** means the City Commission of the City of Altamonte Springs, Florida, as further defined in Section 3.01, Article III of the Charter of the City of Altamonte Springs, Florida.
9. **Code** means the Internal Revenue Code of 1986, as amended from time to time.
10. **Compensation or Salary** means:
  - a. The total cash remuneration including, "overtime" for up to 300 hours per year, paid by the City to a Police Officer for services rendered to the City, but excluding lump sum payments for

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accrued vacation or sick leave, clothing, meal, mileage, telephone, or vehicle allowances and excluding any payments for extra duty or a special detail work performed on behalf of a second party employer. (185.02(4), FS)

- b. For any person who first becomes a Member in any plan year beginning on or after January 1, 1996, compensation for any plan year shall not include any amounts in excess of the Internal Revenue Code Section 401(a)(17) limitation (as amended by the Omnibus Budget Reconciliation Act of 1993), which limitation of \$150,000 shall be adjusted by federal law for qualified government plans and shall be further adjusted for changes in the cost of living in the manner provided by Internal Revenue Code Section 401(a)(17)(B). (185.02(6)(c), FS)
- c. The Member's compensation or salary contributed as employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Service Code shall be deemed to be the compensation or salary the Member would have received if he were not participating in such program and shall be treated as compensation for retirement purposes. (185.02(6)(b), FS)

**11. Creditable Service or Credited Service** means the aggregate number of years and fractional parts of years of service as a Police Officer with Member contributions, qualified military service, qualified leave-of-absence without pay credit, qualified suspension without pay credit and qualified worker's compensation credit, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Police Officer subject to the following conditions: (185.02(7), FS)

- a. A Member may voluntarily leave his or her Accumulated Contribution ~~contribution~~ in the Fund for ~~a period of~~ five (5) years after leaving the employ of the Police Department pending the possibility of being reemployed as a Police Officer, without losing credit for the time that he or she was a Member of the Plan. Alternatively, a Member who has left the employ of the Police Department may elect to have his or her Accumulated Contribution returned upon submitting a written request to the Board. If the Member who left the employ of the Police Department ~~should not be~~ is not reemployed as a Police Officer within five (5) years, then the Accumulated Contribution ~~will~~ shall be returned without interest ~~upon his or her written request~~. (185.02(7)(b), FS)
- b. No Member will receive credit for years or fractional parts of years of service for which he or she has withdrawn his or her contributions to the Fund unless the Member repays into the Fund the amount ~~he has~~ withdrawn, plus interest as determined by the Board ~~at the rate of six percent (6%) per annum~~, within 90 days after his or her reemployment. (185.02(7)(a), FS)

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- c. "Qualified Military Service" In determining the creditable service of any Member, credit for up to 5 years of time spent in the military service of the Armed Forces of the United States shall qualify to be added to the years of actual service, if: (185.02(7)(d), FS)
1. The Member is in the active employ of the City as a Police Officer prior to such service and leaves a position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States,
  2. The Member is entitled to reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act, and
  3. The Member returns to his or her employment as a Police Officer of the City within one year from the date of his or her release from such active service.
- d. "Qualified Leave-of-Absence Without Pay Credit" Creditable service can include up to two years of authorized leaves of absence if:
1. The Member has completed at least 10 years of creditable service, excluding periods of leave of absence, and;
  2. The leave of absence is authorized, in writing, by the City and approved by the Board, and;
  3. The Member returns to active employment with the City in a regularly established position as a Police Officer immediately upon termination of the leave of absence for at least 30 days, except that a Member who retires on disability while on a medical leave of absence shall not be required to return to employment, and;
  4. The Member pays into the Trust Fund the total required employer contributions plus the total required employee contributions based on the Member's total monthly compensation in effect for the pay period immediately preceding the period of authorized leave of absence, prorated for said period of authorized leave of absence, plus interest on such contributions, compounded annually on October 1st, at the then actuarially assumed interest earnings rate.
- e. "Qualified Suspension Without Pay Credit" Any Member who is not retired and who is, has been, or shall be, suspended from employment by the City and reinstated without compensation shall receive retirement service credit for the period of time from the date of the suspension to the date of reinstatement, provided:
1. The creditable service claimed for the period of suspension does not exceed two years;

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2. The Member returns to active employment with the City in a regularly established position as a Police Officer for at least 30 days, and;
  3. The Member pays into the Trust Fund the total required employer contributions plus the total required employee contributions based on the Member's total monthly compensation in effect for the pay period immediately preceding the period of suspension, prorated for said period of suspension, plus interest on such contributions, compounded annually on October 1st, at the then actuarially assumed interest earnings rate.
- f. "Qualified Worker's Compensation Period Credit" A Member who has been eligible or becomes eligible to receive worker's compensation payments for an injury of illness occurring during his or her employment by the City as a Police Officer shall, upon return to active employment by the City as a Police Officer for 30 days or, upon approval for disability retirement under the provisions of this Plan, receive full retirement credit for the period prior to return to active employment or disability retirement for which worker's compensation payments were received. However, no Member may receive retirement credit for any such period occurring after the earlier of the date maximum medical improvement has been attained as defined in s. 440.02(8), Florida Statutes, the date termination has occurred, or for more than two years, whichever comes first. The City shall make the required retirement contributions based on the Member's rate of monthly compensation immediately prior to his or her receiving worker's compensation payments for retirement credit received by the Member.
- g. Credited service shall be provided only for service as a Police Officer, for qualified military service, for qualified leave-of-absence without pay credit, for qualified suspension without pay credit and for qualified worker's compensation credit, as defined herein, and shall not include any other type of service.
- 12. Death in the Line of Duty means death arising out of and in the actual performance of duty required by a member's employment during his or her regularly scheduled working hours or irregular working hours as required by the employer. The Board of Trustees may require such proof as the Board deems necessary as to the time, date, and cause of death, including evidence from any available witnesses. Workers' compensation records under the provisions of chapter 440 may also be used.**
- 13. Defined Contribution Plan means the component of the Plan to which deposits, if any, are made to provide special benefits to police officers. Such component is an element of the Plan and exists in conjunction with the defined benefit component. The retirement benefits, if any, of the defined contribution plan shall be provided through individual member accounts in accordance with the applicable provisions of the Internal Revenue Code and related regulations and are limited to the**

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contributions, if any, made into each member’s account and the actual accumulated earnings, net of expenses, earned on the member’s account. (185.02(9))

14. **Disbursing Agent** means an agent designated by the Board to disburse Plan funds.
15. **Division** means the Division of Retirement of the Florida Department of Management Services. (185.02(10))
16. **Effective Date** means December 5, 1995, the date on which this Plan became effective.
17. **Enrolled Actuary** means an actuary who is enrolled under Subtitle C of Title III of the Employee Retirement Income Security Act of 1974 and who is a member of the Society of Actuaries or the American Academy of Actuaries. (185.02(14), FS)
18. **Fund** means the Altamonte Springs Police Officers’ Pension Trust Fund established herein as part of the Plan.
19. **Joint Annuitant Pensioner** means a person designated, upon written request to the Board of Trustees and subject to approval by the Board of Trustees, by the Member to receive with the Member a retirement income of a modified monthly amount, payable to the Member during the joint lifetime of the Member and the joint pensioner person, and following the death of either of them, 100 percent, 75 percent, 66 2/3 percent, or, 50 percent of such monthly amount, as designated by the Member at retirement, payable to the survivor for the lifetime of the survivor. No further benefits shall be paid following the death of the survivor.
20. **Member** means an actively employed Police Officer who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the Plan adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.
21. **Monthly Retirement Benefit** means an amount equal to three percent (3%) of Average Final Compensation for each year of Creditable Service.
22. **Plan** means the City of Altamonte Springs Police Officers’ Pension Plan as contained herein and all amendments thereto.
23. **Plan Year** means the period of time beginning October 1 and ending on the following September 30, both dates inclusive.

- 24. Police Department** means the Altamonte Springs Police Department.
- 25. Police Officer** means an actively employed full-time person, employed by the City, including his or her initial probationary employment period, who is certified as a Police officer as a condition of employment in accordance with the provisions of §943.1395, Florida Statutes, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, traffic, or highway laws of the State of Florida. ~~The term This definition~~ 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 law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers or auxiliary law enforcement officers as those terms the same are defined in s. 943.10(6) and (8), Florida Statutes, respectively. (185.02(16), FS)
- 26. Retiree** means a Member who has entered Retirement Status. (185.02(18), FS)
- 27. Retirement** means a Member's separation from City employment as a police officer with immediate eligibility for ~~immediate receipt of~~ benefits under the Plan. (185.02(19), FS)
- 28. Special Benefits** means benefits provided in a defined contribution plan for police officers. (185.02(21))
- 29. Spouse** means the lawful wife or husband of a Member or Retiree at the time benefits become payable.
- 30. Vested or Vesting** means the guarantee that a member is eligible to receive a future retirement benefit upon the completion of the required years of creditable service even though the member may have terminated covered employment before reaching normal or early retirement date. Any Member who completes six (6) years of creditable service in a covered position shall be considered vested. Being vested does not entitle a member to a disability benefit except as provided herein.

## **SECTION 2-42.02 MEMBERSHIP**

- 1. Conditions.** All Police Officers who become Police Officers on or after January 1, 1996, shall become Members of this Plan as a condition of employment.
- 2. Beneficiaries.** Each Police Officer shall complete a form prescribed by the Board providing for the designation of a Beneficiary or Beneficiaries.
- 3. Police Chief.** The Police Chief, upon being appointed Police Chief, may elect not to participate in the Plan. (185.02(16), FS)

**SECTION 2-42.03 BOARD OF TRUSTEES**

The sole and exclusive administration of and responsibility for the proper operation of the Plan and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. However, the Board is not empowered to amend the provisions of this Plan. (185.05(1), FS)

- 1. Composition of the Board.** The Board of Trustees is hereby designated as the plan administrator. The Board of Trustees shall consist of five (5) Trustees, two of whom, the Resident Trustees, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the City Commission, and two of whom, the Member Trustees, shall be Members of the Plan elected by a majority of the Members of the Plan. The fifth Trustee shall be chosen by a majority of the previous four Trustees as provided for herein, and such person's name shall be submitted to the City Commission. Upon receipt of the fifth person's name, the Altamonte Springs City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The Fifth Trustee shall have the same rights as each of the other four Trustees appointed or elected as herein provided. (185.05(1)(a), FS)
- 2. Term.** Each Resident Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he or she sooner vacates the office or is sooner replaced by the City Commission at whose pleasure he or she shall serve. Each Member Trustee shall serve as Trustee for a period of ~~two (2)~~ four (4) years, unless he or she sooner leaves the employment of the City as a Police Officer or otherwise vacates his or her office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. The Fifth Trustee shall serve a ~~two (2)~~ four (4) year term. For all Trustees the ~~two (2)~~ four (4) year term of office begins on January 1st and ends on December 31st. Each Trustee may succeed himself or herself in office. The Board shall establish and administer the nominating and election procedures for each election of Member Trustees. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description. (185.05(1)(a), FS)
- 3. Chairman and Secretary.** The Trustees shall, by a majority vote, elect from their number a Chairman and a Secretary. The Chairman shall preside at all meetings of the Board. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. In the absence of the Chairman, the Secretary shall preside at meetings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by Florida law. (185.05(2); 185.06(3), FS)
- 4. Board Meetings.** The Board shall meet at least quarterly each year. (185.05(3), FS)
- 5. Voting.** Any and all acts and decisions shall be effectuated by a vote of a majority of the members of the Board. Each Trustee shall be entitled to one vote on the Board. Three (3) affirmative votes

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shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to abstain from voting as the result of a conflict of interest provided that Trustee complies with the provisions of Section 112.3143, Florida Statutes. No Trustee shall take part in any action in connection with his or her own participation in the Plan, and no unfair discrimination shall be shown to any individual employee participating in the Plan. (see 185.06(2), FS)

- 6. Forfeiture of Office.** Resident Trustees serve at the pleasure of the City Commission. Member Trustees shall be employees of the City. Trustees convicted of a felony shall forfeit their office.
  
- 7. Professional Services.** The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the Plan. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the Plan shall be paid from the Fund at such rates and in such amounts as the Board shall agree. (see 185.06(6), FS)
  
- 8. Duties and Responsibilities.** The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following: (185.06(4), FS)
  - a. To construe the provisions of the Plan and determine all questions arising there under;
  
  - b. To prepare, or cause to be prepared, all reports or studies required by law;
  
  - c. To determine all questions relating to eligibility and membership, and request for alternate qualified retirement income payment options;
  
  - d. To determine and certify the amount of all retirement allowances or other benefits hereunder;
  
  - e. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the Plan;
  
  - f. To distribute to Members, at regular intervals, information concerning the Plan;
  
  - g. To receive and process all applications for benefits;
  
  - h. To authorize all payments whatsoever from the Fund, and to designate a disbursing agent and hereafter notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the Plan and Fund;
  
  - i. To keep, or cause to be kept, a record of all persons receiving retirement payments under the provisions of the Plan, in which shall be noted the time when the pension is allowed and when the pension shall cease to be paid. In this record shall be kept a list of all Police Officers who

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have been or are Members of the Plan. The record shall show the name, address, and time of employment of such Members and when he or she ceases to be employed by the City. (185.06(3))

- j. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the Plan; (185.06(5), FS)
- k. To bring and defend lawsuits of every kind, nature and description, the prevailing party to be entitled to recover costs and reasonable attorney’s fees thereof; and (185.05(5), FS)
- l. To keep, or cause to be kept, in convenient form, data as shall be necessary for an actuarial valuation of the Plan and for checking the actual experience of the Trust Fund.
- m. To perform such other duties as may be required to prudently administer the Plan.

**SECTION 2-42.04 FINANCES AND FUND MANAGEMENT**

- 1. Trust Fund Established.** As part of the Plan, there is hereby established the Altamonte Springs Police Officers’ Pension Trust Fund, into which shall be deposited all of the contributions, all accretions by way of interest and dividends on investments, bank deposits or otherwise and all assets or other sources of income now or hereinafter authorized by law whatsoever attributable to the Plan. (185.03(1), FS)
- 2. Custody and Supervision of the Trust Fund.** The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent upon authorization from the Board.
- 3. Deposits.** All funds and securities of the Plan may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the City. However, any funds and securities so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds and securities of the Plan. In lieu thereof, the Board shall deposit the funds and securities of the Plan in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds and securities shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets. (185.06(6), FS)

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4. **Commingling of Assets.** All funds and securities of the Plan may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:
  - a. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and
  - b. Receipts and disbursements, and
  - c. Benefit payments, and
  - d. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City, and
  - e. All interest, dividends and gains (or losses) whatsoever, and
  - f. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.
  
5. **Annual Audit Required.** An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the City showing a detailed listing of assets, the methods used to value them and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets, as well as other items normally included in a certified audit.
  
6. **Annual Administrative Expense Budget Required.** The Board shall adopt and operate under an administrative expense budget for each fiscal year, provide a copy of the budget to the City and make available a copy of the budget to Plan members before the beginning of the fiscal year. If the Board amends the administrative expense budget, the Board must provide a copy of the amended budget to the City and make available a copy of the amended budget to Plan members. (185.05(8)(a)2, FS)
  
7. **Annual Administrative Expense Report Required.** The Board shall provide a detailed accounting report of its administrative expenses for each fiscal year to the City and to the Division and shall make the report available to each member of the Plan. Administrative expenses are expenses related to legal counsel, actuary, plan administrator, and all other consultants, and all travel and other expenses paid to or on behalf of members of the Board or anyone else on behalf of the Plan. (185.05(8)(a)1, FS)

**8. Investment Powers and Authority.** The Board shall have the following investment powers and authority:

- a. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the City Commission to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this Plan, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.
- b. The Board shall adopt a written investment policy consistent with this ordinance, and all other state and federal laws, rules and regulations. All monies paid into or held in the Fund shall be invested and reinvested and the investment of all or any part of such funds shall be in conformance with the aforementioned written investment policy.
- c. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be limited to: (185.06(1)(b), FS)
  1. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the provisions of this Plan and pay the initial and subsequent premium thereon, subject to the provisions of Chapter 185, Florida Statutes. (185.06(1)(a), FS)
  2. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund, or a savings and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund. (185.06(1)(b)1., FS)
  3. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States. (185.06(1)(b)2., FS)
  4. Bonds issued by the State of Israel. (185.06(1)(b)3., FS)
  5. Bonds, stocks, commingled funds administered by National or State Banks or evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided that the corporation is listed on any one or more national stock exchanges or on

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the National Market System of the NASDAQ Stock Market and, in the case of bonds, and holds a rating in one of the three highest classifications by a major rating service, and if such investments are made in a commingled fund administered by a state or national bank, then the rating or of each issue in the commingled fund shall hold a rating within the top three (3) rating classifications or a major rating service and no foreign investments shall be permitted in the commingled fund or otherwise. (185.06(4)(a), FS)

6. Real estate. The overall objective of the real estate portfolio is to add diversification, another stable income stream and the possibility of enhanced returns to the overall portfolio. Real estate investments may be made via private equity real estate investment vehicles, real estate investment trusts (REIT's), and exchange traded funds (ETF's). Direct investment in real estate is prohibited.
- d. The Board shall not invest more than five percent (5%) at market value of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) at market value of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market value at cost exceed seventy percent (70%) ~~sixty-five percent (65%)~~ of the assets of the Fund. The Board may invest up to twenty-five percent (25%) of plan assets in foreign securities on a market value basis. Foreign investments may be purchased via mutual fund, collective trust, American Depository Receipts (ADR's) or ordinaries. (185.06(1)(b)(4)(b), FS)
- e. The Board shall not invest more than ~~ten percent (10%) at cost~~ fifteen percent (15%), at market value, of its assets in real estate and there shall be no investment in a limited partnership or trust.
- f. The Board may retain in cash and keep unproductive income of such amount of the Fund as it may deem advisable, having regard for the cash requirements of the Plan.
- g. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in a form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.
- h. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee

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with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

- i. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.
- j. Where any action which the Board is required to take of any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.
- k. Any overpayments or under payments from the Fund to a Member or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member or Beneficiary was correctly entitled to, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Under payments shall be made up from the Fund in a prudent manner.
- l. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits herein provided for.
- m. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.
- n. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

**9. Independent Investment Review Required.** At least once every three years the Board shall retain a professionally qualified independent consultant who shall evaluate the performance of any existing professional money managers, report same to the Board, and make recommendations to the Board regarding selection of money managers for the next investment term. For the purpose

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of this subsection, the term “professionally qualified independent consultant” means a consultant who, based on education and experience, is professionally qualified to evaluate the performance of professional money managers, and who, at a minimum: (see 185.06(5), FS)

- a. Provides his or her services on a flat fee basis;
- b. Is not associated, in any manner, with the money manager for the pension fund;
- c. Makes calculations according to the American Banking Institute method of calculating time-weighted rates of return. All calculations must be net of fees; and
- d. Has three or more years of experience working in the public sector.

**10. Fiscal Year.** The fiscal year shall be that period of time beginning on October 1 and ending on the following September 30, both dates inclusive.

### **SECTION 2-42.05 CONTRIBUTIONS**

#### **1. Member Contributions.**

- a. **Amount.** Each Member of the Plan shall be required to make regular contributions to the Fund in the amount of one percent (1%) of his or her Salary. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Member’s gross income for Federal Income Tax purposes. For all other purposes of the Plan, such contributions shall be considered to be Member contributions. (see 185.07(1)(b); 185.07(2)(a), FS)
- b. **Additional Contributions.** Member contributions may be increased by majority consent of active Members of the Plan to provide greater benefits. Such greater benefits shall be funded solely from said additional Member contributions and are not, and shall not become, obligations of the City. (see 185.07(2)(b), FS)
- c. **Method.** Such contributions shall be made by payroll deduction.

**2. State Contributions.** All monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Police Officers of the City, to include, without limitation, revenues derived from the state excise tax on casualty insurance premiums premium tax income per Chapter ~~185 175~~, Florida Statutes, and as enacted by Sec. 23.26, City of Altamonte Springs Code of Ordinances, shall be deposited in the Trust Fund immediately and under no circumstances more than five (5) days after receipt by the City. (185.11, FS) Chapter 185

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premium tax revenues shall be allocated to the Share Plan as provided in section 2-42.07, and all premium tax revenues not allocated to the Share Plan shall be used to as described herein. The unfunded actuarial liability of the Plan for the plan year beginning October 1, 2015, shall be reduced by \$484,251.00, which reflects one-half of the accumulated unallocated premium tax revenues retained by the Plan on September 30, 2014 (one-half of \$968,502.00). Effective for the plan year beginning October 1, 2015 and each plan year thereafter, the first \$291,186.00 in premium tax revenues plus one-half of the premium tax revenues received during the preceding plan year in excess of \$291,186.00 (if any) shall be used to reduce the City's required contributions to the Plan. The remaining one-half of the annual premium tax revenues received in excess of \$291,186.00 shall be allocated to the Share Plan pursuant to Section 2-42.07(5)(b).

3. **City Contributions.** So long as this Plan is in effect, the City shall make periodic, but not less than quarterly, contributions to the Fund in an amount equal to the normal cost of and the amount required to fund any actuarial deficiency shown by an actuarial valuation ~~as provided in~~ conducted under part VII of Chapter 112, Florida Statutes, after taking into account the amounts described in subsections (1), (2), & (4) of Section 2-42.05.
4. **Other.** Private donations, gifts, bequests, devises, fines and forfeitures and all accretions by way of interest or dividends on deposits or otherwise shall be deposited to the Fund.

**SECTION 2-42.06 BENEFIT AMOUNTS AND ELIGIBILITY FOR BENEFITS**

1. **Normal Retirement Date.** A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of six (6) or more years of Creditable Service as a Police Officer or the completion of twenty-five (25) years of Creditable Service, regardless of age. A Member may retire on his or her normal retirement date or on the first day of any month thereafter, and each Member shall become 100% vested in his or her accrued benefit on the Member's normal retirement date. Normal retirement under the Plan is Retirement from employment with the City on or after normal retirement date. (185.16(a), FS)
2. **Normal Retirement Benefit – Life Plus 10 (Option 1).** A Member retiring hereunder on or after his or her normal retirement date shall receive a monthly retirement benefit which shall commence on the first day of the month next following his or her Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. In the event of a retired Member's death prior to the payment of one hundred twenty (120) monthly payments, the balance of same shall be paid to the beneficiary (or beneficiaries) as designated by the retired Member, or if no beneficiary is designated, to the estate of the Member, provided that in such case, the Board may direct that the commuted value of the

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remaining monthly income payments be paid in a lump sum, and same shall operate as a complete discharge of all obligations under the Plan. (185.16(3), FS)

~~(3) **Normal Retirement Benefit Payments.** The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the Member's normal retirement date, or on the first day of the month coincident with or next following the Member's actual retirement, if later, and the last payment will be the payment due next preceding the Member's death; except that, in the event the Member dies after retirement but before receiving retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the Member for the balance of the 10 year period, or, if no beneficiary is designated, to the estate of the Member as provided in s. 2-42.12 of this ordinance.~~

**3. Early Retirement Date.** A Member may retire on his or her early retirement date which shall be the first day of any month coincident with or next following the completion of six (6) years of Credited Service. Early retirement under the Plan is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date. (185.16(4), FS)

**4. Early Retirement Benefit.** A Member retiring hereunder on his or her early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows: (185.16(4), FS)

a. A deferred monthly retirement benefit which shall commence on what would have been his or her normal retirement date had he or she continued employment as a Police Officer and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for retirement on his or her normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his or her early retirement date; or

b. An immediate monthly retirement benefit which shall commence on his or her early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in paragraph (a) above, reduced by one quarter of one percent (.25%) for each month by which the commencement of benefits precedes the date which would have been the Member's normal retirement date had he or she continued employment as a Police Officer. (185.16(4)(b), FS)

**5. Early Retirement Benefit Payments.** The monthly retirement income payable in the event of early retirement will be payable on the first day of each month. The first payment will be made on the Member's early retirement date, or on the first day of the month coincident with or next following the Member's actual retirement, if later, and the last payment will be the payment due next preceding the retired Member's death; except that, in the event the Member dies before receiving

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retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the Member for the balance of the 10 year period, or, if no beneficiary is designated, to the estate of the Member as provided herein in s. 2-42.12 of this ordinance. (185.16(4)(c), FS)

**SECTION 2-42.07 USE OF PREMIUM TAX REVENUES – SHARE PLAN**

1. **Use of Annual Premium Tax Revenues.** All premium tax revenues received pursuant to Chapter 185, Florida Statutes shall become a component of the pension system and shall be used as set forth in this section and in section 2-42.05.
  
2. **Establishment of Share Plan.** In accordance with Florida Statutes section 185.35(6), there is hereby established a defined contribution plan component (“Share Plan”) to provide benefits for police officers, as set forth in this section. The Share Plan shall be funded solely and entirely by Chapter 185 premium tax monies that are allocated to the Share Plan pursuant to this section. The Share Plan shall consist of a governmental profit sharing plan and trust established by resolution of the City Commission.
  
3. **Eligible Share Plan Participants.** Eligible Share Plan participants shall be all members actively employed as of the end of a plan year.
  
4. **Individual Share Accounts.** An individual share account shall be created for each eligible Share Plan participant. The plan administrator shall maintain appropriate records showing the share account balance of each participant. Once funds have been credited to participant share accounts, not less than annually a statement shall be provided to each participant setting forth each participant’s share account balance as of the end of the reporting period.
  
5. **Share Account Funding.** Chapter 185 premium tax revenues shall be allocated to the Share Plan, and credited to participant share accounts as follows:
  - a. **Initial Allocation.** The total initial amount to be allocated to the Share Plan shall be \$484,251.00, which reflects one-half of the accumulated unallocated premium tax revenues retained by the Plan on September 30, 2014 (one-half of \$968,502.00). No later than March 31, 2016, the share account of each eligible Share Plan participant actively employed on March 31, 2016, shall be credited as follows. Each eligible participant shall receive one share for each month of credited service, earned from date of hire through September 30, 2015. The total number of shares thus determined shall be divided into the initial amount of premium tax revenues to be allocated (\$484,251.00) to derive the value of each share.

- b. Annual Allocation. On October 1, 2015 and each October 1 thereafter, one-half of the Chapter 185 premium tax revenues received during the preceding plan year in excess of \$291,186.00 (if any), less the expenses of administering the share plan for the preceding plan year, shall be allocated to the Share Plan. The share account of each eligible participant shall be credited with an equal share of the annual allocation amount.

#### **SECTION 2-42.07 2-42.08 PRE-RETIREMENT DEATH BENEFITS**

Notwithstanding any other provision in this Plan to the contrary, pre-retirement death benefits shall be as provided below:

##### **1. Death In-Line-of-Duty**

- a. The surviving spouse of any Member killed in the line of duty may elect to receive a monthly pension equal to seventy five percent (75%) of the Average Monthly Compensation ~~one-half of the monthly salary~~ being received by the Member at the time of death for the rest of the surviving spouse's lifetime. or, if the Member was vested, such surviving spouse may elect to receive a ~~benefit as provided in subparagraph (2)(b) herein.~~ monthly benefit computed based on the assumption that the Member retired on the date of death and elected the one hundred percent (100%) joint and survivor optional form of benefit. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death but not reduced as for early retirement. Benefits provided by this paragraph shall supersede any other distribution that may have been provided by the Member's designation of beneficiary.
- b. For the purposes of this subparagraph Average Monthly Compensation means one-twelfth (1/12) of total Compensation for the twelve complete months of Credited Service preceding the deceased Member's date of death. In the event the deceased Member had completed less than twelve (12) months credited service at the time of death, Average Monthly Compensation means total Compensation for all complete months prior to the deceased Member's date of death divided by the total number of complete months of credited service.
- c. If the surviving spouse of a Member killed in the line of duty dies, the monthly payments which would have been payable to such surviving spouse had such surviving spouse lived shall be paid for the use and benefit of such Member's natural or adopted child or children under 24 18 years of age and unmarried until the 24th 18th birthday of the youngest child. Payments shall cease in the event of the death of all surviving eligible children.
- d. If a Member killed in the line of duty leaves no surviving spouse but is survived by a natural or adopted child or children under 24 18 years of age, the benefits provided by subparagraph (1), normally payable to a surviving spouse, shall be paid for the use and benefit of such Member's child or children under 24 18 years of age and unmarried until the 24th 18th birthday of the youngest child. . Payments shall cease in the event of the death of all surviving eligible children.

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- e. If a Member killed in the line of duty leaves no surviving spouse nor children but is survived by a parent or grandparent, or a person age 24 or older for whom the Member is the legal guardian, provided that such parent, grandparent, or other person is financially dependent for no less than one-half of his or her support from the member at the time of the death of such Member, as determined by the Board, the benefits provided by subparagraph (1), normally payable to a surviving spouse, shall be paid for the use and benefit of such Member's a parent or grandparent, or a person age 24 or older for whom the member is the legal guardian, provided that such parent, grandparent, or other person is financially dependent for no less than one-half of his or her support from the member at the time of the death of such member. Payments shall cease upon the death of the recipient or recipients.
- f. Notwithstanding any other provision of law to the contrary, the surviving spouse of any Member killed in the line of duty shall not lose survivor retirement benefits if the spouse remarries. (see 185.21(1), FS)

**2. Death Other Than In-Line-of-Duty**

- a. **Prior to Vesting.** The Beneficiary of a deceased Member who was not receiving monthly benefits or who was not yet vested shall receive a refund of one-hundred percent (100%) of the Member's Accumulated Contributions, without interest. (see 185.21(1), FS)
- b. **Deceased Members Vested or Eligible for Retirement**
1. A Beneficiary, who qualifies as a joint annuitant ~~is the spouse, dependent child, or any person who is receiving at least fifty percent (50%) of his or her support from the Member,~~ of any Member, who dies prior to Retirement and who, at the date of his or her death was vested, shall be entitled to a ~~immediate or deferred~~ monthly benefit computed based on the assumption that the Member retired on the date of death and elected the one hundred percent (100%) joint and survivor optional form of benefit. The benefit shall be calculated as for normal retirement based on the deceased Member's Credited Service and Average Final Compensation as of the date of his or her death and reduced as for early retirement, if applicable, or,
  2. A Beneficiary who qualifies as a joint annuitant may receive the benefits otherwise payable to the Member at what would have been his or her early or normal retirement date as provided in herein, or,
  3. A Beneficiary may, in lieu of any benefit provided for in (1) or (2) above, elect to receive a refund of the deceased Member's Accumulated Contributions. (see 185.21(1), FS)

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3. **Exclusions from Calculations.** Death benefits provided pursuant to s. 112.19, F.S. or any other state or federal law shall not be included in the calculation of death or retirement benefits provided in this ordinance.

**SECTION 2-42.09 2-42.08 DISABILITY**

Any Member having eight (8) or more years of credited service and becoming totally and permanently disabled, or a Member who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the City under the Plan if he or she becomes totally and permanently disabled as defined in subsection (1) by reason of any cause other than that set out in subsection (2). Such retirement shall herein be referred to as disability retirement. Terminated vested persons are not eligible for disability benefits. (185.18(1), FS)

1. **Disability Determination.** A Member will be considered totally disabled if, in the opinion of the Board, he or she is wholly prevented from rendering useful and efficient service as a Police Officer, and a Member will be considered permanently disabled, if in the opinion of the Board, such Member is likely to remain so disabled continuously and permanently from a cause other than specified in subsection (2). (185.18(2), FS)
2. **Conditions Disqualifying Disability Benefits.** Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability is not the result of:
- a. Excessive and habitual use of any drugs, intoxicants or narcotics; (185.18(3)(a), FS)
  - b. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections; (185.18(3)(b), FS)
  - c. Injury or disease sustained while committing a crime; (185.18(3)(b), FS)
  - d. Injury or disease sustained while serving in any ~~branch of the Armed Forces~~ armed forces; (185.18(3)(c), FS)
  - e. Injury or disease sustained after his or her employment ~~as a Police Officer with the City of Altamonte Springs~~ shall have terminated; (185.18(3)(d), FS)
  - f. Willful, wanton or intentional misconduct or gross negligence of the Member or false, misleading or fraudulent statements made to obtain retirement benefits;
  - g. Injury or disease sustained by the Member while working for anyone other than the City and arising out of such employment.

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h. A condition pre-existing the Police Officer's membership in the Plan. No Member shall be entitled to a disability pension, whether in line of duty or not in line of duty, because of or due to the aggravation of a specific injury, impairment or other medical condition pre-existing at the time of membership in the Plan, provided that such pre-existing condition and its relationship to a later injury, impairment or other medical condition be established by competent substantial evidence. Nothing herein shall be construed to preclude a disability pension to a Member who, after membership in the Plan, suffers an injury, impairment or other medical condition different from some other injury, impairment, or other medical condition existing at or prior to said membership.

i. Intentional, self-inflicted injury.

**3. In-Line of Duty Presumptions.** Any condition or impairment of health of a Member caused by tuberculosis, hypertension, heart disease, meningococcal meningitis, or hepatitis, ~~hardening of the arteries or certain communicable diseases specified in Section 112.181, Florida Statutes~~, resulting in total or partial disability or death shall be presumed to have been accidental and suffered in the line of duty unless the contrary is shown by competent evidence, provided that such Member shall have successfully passed a physical examination before entering into such service, which examination failed to reveal any evidence of such condition. This section shall be applicable to all Members only with reference to pension and retirement benefits under this Plan. The provisions of Section 112.181, Florida Statutes, as amended from time to time, are incorporated by reference herein for any conditions that are diagnosed on or after January 1, 1996.

**4. Disability Benefits In-Line of Duty.** The benefit payable to any Member who is determined to be totally and permanently disabled, as described herein, which disability, in the opinion of the Board, was directly caused by the performance of his or her duty as a Police Officer is the monthly income payable for 10 years certain and life for which his or her monthly benefit shall be the monthly retirement benefit, but in any event the minimum amount paid to the Member shall be not less than sixty-five percent (65%) of his or her average final compensation as of the Member's disability retirement date. In the event the Member has received less than five years of annual compensation as of the date of disability, the Average Final Compensation shall be the Member's total compensation from date the Member first entered the Plan through the date of disability, divided by the number of months therein represented. (185.18(5), FS)

**5. Disability Benefits Not-in-Line of Duty.** The benefit payable to any actively employed Member with eight (8) years or more Credited Service who shall become totally and permanently disabled, as described herein, which disability, in the opinion of the Board, is not directly caused by the performance of his or her duties and as a Police Officer shall, be entitled to the accrued normal retirement benefit, but shall be not less than twenty-five percent (25%) of the Member's average final compensation as of the Member's disability retirement date. (185.18(5), FS)

**6. Medical Examination Requirement.** (see 185.18(14), FS)

- a. A Member shall not become eligible for disability benefits until and unless he or she undergoes a medical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the Board for that purpose. The Board shall not select the Member's treating physician or surgeon for this purpose except in an unusual case where the Board determines that it would be reasonable and prudent to do so.
- b. Any Retiree receiving disability benefits under provisions of this ordinance may be periodically re-examined by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the Board, to determine if such disability has ceased to exist. If the Board finds that the Retiree is no longer permanently and totally disabled to the extent that he or she is unable to render useful and efficient service as a Police Officer, the Board shall recommend to the City that the Retiree be returned to performance of duty as a Police Officer, and the Retiree so returned shall enjoy the same rights that Member had at the time he or she was placed upon pension. In the event the Retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he or she shall forfeit the right to his or her pension.
- c. The cost of the medical examination and/or re-examination of the Member claiming or the Retiree receiving disability benefits shall be borne by the Fund. All other reasonable costs as determined by the Board incident to the medical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the Fund.
- d. If the Retiree recovers from disability and reenters the service of the City as a Police Officer, his or her service will be deemed to have been continuous, but the period beginning with the first month for which he or she received a disability retirement income payment and ending with the date he or she reentered the service of the City will not be considered as Credited Service for the purposes of the Plan.
- e. The Board shall have the power and authority to make the final decisions regarding all disability claims.

- 7. Disability Payments.** The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

- a. If the Retiree recovers from the disability prior to his or her normal retirement date, the payment due next preceding the date of such recovery, or
- b. If the Retiree dies without recovering from disability or attains his or her normal retirement date while still disabled, the payment due next preceding his or her death or the 120th monthly payment, whichever is later.

**8. Workers’ Compensation.** When a Member is receiving a disability pension and workers’ compensation benefits pursuant to Florida Statute Chapter 440, for the same disability, and the total monthly benefits received from both exceed 100% of the Members average monthly wage, as defined in Chapter 440, Florida Statutes, excluding overtime, the disability pension benefit shall be reduced so that the total monthly amount received by the Member does not exceed 100% of such Salary. The amount of any lump sum workers’ compensation payment shall be converted to an equivalent monthly benefit payable for ten (10) Years Certain by dividing the lump sum amount by 83.9692. In no event, however, shall a Member’s disability pension benefit be less than sixty-five percent (65%) of average final compensation for in-line-of-duty disability, and twenty-five percent (25%) of average final compensation for not in-line-of-duty disability.

**SECTION 2-42.10 ~~2-42.09~~ SEPARATION FROM SERVICE**

If a Member terminates his or her employment with the City, either voluntarily or by discharge, and is not eligible for any other benefits under this Plan, the Member shall be entitled to the following:

- 1. Not Vested.** If the Member has less than six (6) years Credited Service upon termination, the Member shall be entitled to a refund of his or her Accumulated Contributions, without interest, less any benefits paid to him or her, or the Member may leave his or her contributions deposited with the Fund. (185.19(1), FS)
- 2. Vested.** If the Member has six (6) or more years of Credited Service upon termination and elects to leave his or her accrued contributions in the Fund, such Member upon attaining age 50 years or more may retire at the actuarial equivalent of the amount of such retirement income otherwise payable to him or her, or upon attaining age 55 years, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the Member’s Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination. If the Member does not withdraw his or her Accumulated Contributions and does not survive to his or her otherwise normal retirement date, his or her designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, in accordance with Section 2-17.07, Pre-Retirement Death. (185.19(2), FS)
- 3. Termination with Continued Employment.** Any vested Member of the Plan whose position is terminated, for whatever reason, but who remains employed by the City in some other capacity,

shall have all retirement benefits accrued up to the date of such termination under this Plan preserved, provided he or she does not elect to withdraw his or her Accumulated Contributions from this Plan. Such accrued retirement benefits shall be payable at his or her otherwise early (reduced as for early retirement) or normal retirement date hereunder, or later, in accordance with the provisions of this Plan; provided further, however, that benefits shall not be payable under this Plan during any period of continued employment by the City.

4. Refund of Accumulated Contributions Benefit Forfeiture. Upon termination of employment a Member, upon request, shall be entitled to a refund of his or her Accumulated Contributions, without interest, less any benefits paid to him or her, or the Member may leave his or her contributions deposited with the Fund. A Member receiving a refund of Accumulated Contributions loses all vested rights and is not entitled to any benefits under the Plan.

#### SECTION 2-42.11 ~~2-42.10~~ OPTIONAL FORMS OF BENEFITS

1. **Benefit Options.** In lieu of the amount and form of retirement income payable in the event of normal, early, or disability retirement as specified herein (Option 1 - 10 years certain and life thereafter), a Member, upon written request to the Board, and subject to approval by the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options: (185.161(1)(a), FS)
- a. Life Only (Option 2). A retirement income of a larger monthly amount payable to the Member for his or her lifetime only. (185.161(1)(a)1., FS)
  - b. Joint Annuitant (Option 3). A retirement income of a modified monthly amount, payable to the Member during the joint lifetime of the Member and a joint annuitant pensioner designated by the Member and following the death of either of them, 100%, 75%, 66 2/3% or 50% of such monthly amount payable to the survivor payable for the lifetime of the survivor. Except where the Member's joint annuitant pensioner is his or her Spouse, the present value of payments to the Member shall not be less than fifty percent (50%) of the total present value of payments to the Member and his or her joint annuitant pensioner. (185.161(1)(a)2., FS)
  - c. Partial Lump Sum (Option 4). A partial lump sum and a reduced retirement income payable in accordance with the benefit option form selected. (185.161(1)(a)3., FS)
    - 1. A lump sum equal to a percentage of the actuarial present value of the Option 1 monthly annuity plus a reduced Option 1 annuity determined as one hundred percent (100%) less the chosen lump sum percentage. The lump sum percentage may range from ten percent (10%) to twenty five (25%) in five (5) percentage point increments.

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2. The reduced remaining annuity payable under the Option 1 form may be converted to an Option 2 or Option 3 annuity in accordance with the Plan rules.

2. **Designation of Joint Annuitant Pensioner.** The Member, upon electing any option of this Section, will designate the joint annuitant pensioner or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the Plan in the event of Member's death, and will have the power to change such designation from time to time, in writing to the Board, ~~by notarized notice~~, but any such change shall be deemed a new election and will be subject to approval by the Board. Such designation will name a joint annuitant pensioner or one or more primary Beneficiaries where applicable. If a Member has elected an option with a joint annuitant pensioner or Beneficiary and the Member's retirement income benefits have commenced, the Member may thereafter change his or her designated Beneficiary at any time, but may only change his or her joint annuitant pensioner if the joint annuitant pensioner is alive at the time of the change; provided however, in no event may a Member change his or her designated joint annuitant pensioner more than twice. (185.161(2)(b), FS)
3. **Change in Joint Annuitant Pensioner.** The consent of a Member's or Retiree's joint annuitant pensioner or Beneficiary to any such change shall not be required. The rights of all previously-designated Beneficiaries to receive benefits under the Plan shall thereupon cease. (185.161(2)(b), FS)
4. **Adjustments to Monthly Benefits.** Upon change of a Member's or Retiree's Beneficiary or joint annuitant pensioner in accordance with this section, the Board shall adjust the Member's or Retiree's monthly benefit by application of actuarial calculations to insure that the benefit paid is the Actuarial Equivalent of the Retiree's then-current benefit. Any such Member or Retiree shall pay the actuarial recalculation expenses and shall make repayment of any overage of previously-paid pension benefits as a result of said recalculations. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Member or Retiree, such benefits as are payable in the event of the death of the Member or Retiree subsequent to his or her Retirement shall be paid as provided in Section ~~2-42-12~~ 2-42.13. (185.161(1)(b), FS)
5. **Limitations to Retirement Income Payments.** Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations: (185.161(2), FS)
- a. If a Member dies prior to his or her normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 2-42.08 ~~2-42-07~~. (see 185.161(2)(a), FS)
  - b. If the designated Beneficiary (or Beneficiaries) or joint annuitant pensioner dies before the Member's Retirement under the Plan, the option elected will be canceled automatically and a

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retirement income of the normal form and amount will be payable to the Member upon his or her Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his or her Retirement. (185.161(2)(b), FS)

- c. If both the Retiree and the Beneficiary or Beneficiaries designated by the Member or Retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection (1), the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 2-42.12 . (185.161(2)(c), FS)
- d. If a Member continues employment beyond his or her normal retirement date and dies prior to his or her actual retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the member in the amount or amounts computed as if the member had retired under the option on the date on which his or her death occurred. (185.161(2)(d), FS)

**6. Option Election Final.** A Retiree may not change his or her retirement option after the date of cashing or depositing his or her first retirement check. (185.161(3), FS)

**7. Lump Sum Payment.** Notwithstanding anything herein to the contrary, the Board in its discretion may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the monthly retirement income payable to any person entitled to benefits hereunder is less than \$100 or if the single-sum value of the accrued retirement income is less than \$2,500 as of the date of termination of service, whichever is applicable ~~total commuted value of the remaining monthly income payments to be paid do not exceed Two Thousand Five Hundred Dollars (\$2,500).~~ Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the Plan with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons. (185.191, FS)

**SECTION 2-42.12 2-42.11 COST-OF-LIVING INCREASES**

Each October 1 following the commencement of receipt of monthly benefit payments, Retirees, and Beneficiaries and joint ~~annuitant pensioner~~ of Deceased Members, and vested terminated persons who are receiving monthly benefit payments shall receive a three percent (3%) increase in the monthly benefit payment, based on the immediately preceding September monthly benefit payment.

**SECTION 2-42.13 ~~2-42.12~~ BENEFICIARIES**

1. **Beneficiary Designation.** Each Member or Retiree may, on a form provided for that purpose, signed and filed with the Board, designate a Beneficiary (or Beneficiaries) named sequentially or jointly, to receive the benefit, if any, which may be payable in the event of his or her death. Each designation may be revoked or changed by such Member or Retiree by signing and filing with the Board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the Plan shall cease. (185.162(1), FS)
  
2. **Failure to Designate Beneficiary.** If a deceased Member or Retiree failed to name a Beneficiary in the manner prescribed in subsection (1), or if the Beneficiary (or Beneficiaries) named by a deceased Member or Retiree predeceased the Member or Retiree, the death benefit, if any, which may be payable under the Plan with respect to such deceased Member or Retiree, shall be paid to the estate of the Member or Retiree and in the discretion of the Board may be paid in a lump sum equivalent to the commuted value of the remaining monthly income payments. Any payment made to any person pursuant to this subsection shall operate as a complete discharge of all obligations under the Plan with regard to such deceased Police Officer and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder. (185.162(2), FS)
  
3. **Divorce.** A designation made by a Member naming a former spouse as beneficiary for the payment of benefits, if any, which may be payable in the event of the death of the Member prior to retirement is void as of the time the decedent's marriage was judicially dissolved or declared invalid by court order prior to the decedent's death, if the designation was made prior to the dissolution or court order. The decedent's interest in the asset shall pass as if the decedent's former spouse predeceased the decedent and subject to the provisions of Chapter 732, F.S. as may be amended from time to time. (732.703, FS)

**SECTION 2-42.14 ~~2-42.13~~ CLAIMS PROCEDURES**

1. **Establishment of Administrative Procedures.** The Board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board.
  
2. **Board Powers in Claims Procedures.** The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

**SECTION 2-42.15 ~~2-42.14~~ REPORTS TO DIVISION OF RETIREMENT**

1. **Annual Reports.** Each year and no later than March 15th, the Chairman of the Board shall file a report with the Division of Retirement containing the following:
  - a. A certified copy of each and every instrument constituting or evidencing the Plan.
  - b. An independent audit by a certified public accountant for the most recent Plan year showing a detailed listing of assets and methods used to value them and a statement of all income and disbursements during the year. Such income and disbursements shall be reconciled with the assets at the beginning and end of the year.
  - c. A certified statement listing the investments of the Plan and a description of the methods used in valuing the investments.
  - d. A statistical exhibit showing the number of Police Officers on the force of the City, the number included in the Plan, the number of Police Officers ineligible, classified according to the reasons for their being ineligible, and the number of disabled and retired Members and their Beneficiaries receiving pension payments and the amounts of annual retirement income or pension payments being received by them.
  - e. A certified statement describing the methods, factors, and actuarial assumptions used in determining the cost.
  - f. A certified statement by an enrolled actuary showing the results of the latest actuarial evaluation of the Plan and a copy of the detailed worksheets showing the computations used in arriving at the results.
  - g. A statement of the amount the City has contributed to the Fund for the preceding plan year, and the amount the City will contribute to the Fund for the current plan year.
2. **Periodic Actuarial Valuation Required.** In addition to the reports provided under paragraph (1), an actuarial valuation of the retirement plan will be made at least once every 3 years, as provided in s. 112.63, F.S. Such valuation shall be prepared by an enrolled actuary, subject to the following conditions:
  - a. The assets shall be valued as provided in s. 112.625(7), F.S.
  - b. The cost of the actuarial valuation must be paid by the Trust Fund.

- c. A report of the valuation, including actuarial assumptions and type and basis of funding, shall be made to the division within 3 months after the date of the valuation. If any benefits are insured with a commercial insurance company, the report must include as statement of the relationship of the retirement plan benefits to the insured benefits, the name of the insurer, the basis of the premium rates, and the mortality table, interest rate, and method used in valuing the retirement benefits.

**SECTION 2-42.16 2-42.15 BOARD ATTORNEY AND PROFESSIONALS**

The Board may employ, at the Plan's expense independent legal counsel, an independent enrolled actuary as defined in s. 185.02, Florida Statutes, and such independent professional, technical, or other advisers as it deems necessary. ~~at the Plan's expense for the purposes contained herein, together with such other professional, technical, or other advisers as the Board deems necessary.~~ The Board may, at its option, at the Plan's expense, employ the City's attorney, actuary, or other professional, technical, or other advisors, under terms and conditions acceptable to the Board. (185.06(6), FS)

**SECTION 2-42.17 2-42.16 MAXIMUM PENSION**

1. **Basic Limitation.** Subject to the adjustments hereinafter set forth, the maximum amount of annual retirement income payable with respect to a Member under this Plan shall not exceed ninety thousand dollars (\$90,000.00). For purposes of applying the above limitation, benefits payable in any form other than a straight life annuity with no ancillary benefits shall be adjusted, so that such benefits are the Actuarial Equivalent, as defined below, of a straight life annuity. For purposes of this Section, actuarial equivalent shall be determined using the 1983 group annuity mortality table and an interest rate of 5%.
2. **Participation in Other Defined Benefit Plans.** The limitation of this Section with respect to any Member who at any time has been a Member in any other defined benefit plan (as defined in §414(j) of the Code) maintained by the City shall apply as if the total benefits payable under all defined benefit plans in which the Member has been a member were payable from one plan.
3. **Adjustments in Limitations.**
  - a. In the event the Member's retirement benefits become payable before age sixty-two (62), the maximum pension limitation prescribed by this Section shall be reduced to provide the actuarial equivalent of such limit otherwise payable at age sixty-two (62), but not less than seventy five thousand dollars (\$75,000.00), if the benefit begins at or after age fifty-five (55).
  - b. In the event the Member's retirement benefit becomes payable before age fifty-five (55), the maximum pension limitation prescribed by this Section shall be reduced from age fifty-five (55) to provide the actuarial equivalent of such limit otherwise payable at age 55. A Member with

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at least fifteen (15) years of Credited Service may not have the benefit reduced below fifty thousand dollars (\$50,000.00) by operation of this Section.

- c. For a "qualified participant" as defined in Section 415(b)(2)(H) of the Internal Revenue Code, the provisions of paragraphs (a) and (b) above shall not apply.
  - d. If the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether these benefits meet the limitations set forth in subsection (1) of this section, such benefits benefit shall be adjusted so that they are actuarially equivalent to the benefits, beginning at age sixty-five (65).
4. **Less Than 6 Years of Service.** The maximum retirement benefits payable under this Section to any Member who has completed less than six (6) years of credited service 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 and the denominator of which is six (6). The reduction provided for in this subsection shall not be applicable to disability benefits paid pursuant to Section ~~2-42.08~~ ~~2-42.09~~ or pre-retirement death benefits paid pursuant to Section ~~2-42.07~~ ~~2-42.08~~.
5. ~~**\$10,000 Limit.** Notwithstanding the foregoing, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limitations set forth in this Section if the benefits payable, with respect to such Member under this Plan and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000.00) for the applicable plan year and for any prior plan year and the City has not at any time maintained a qualified defined contribution plan in which the Member participated.~~
6. ~~**Member in Defined Contribution Plan.** In any case where a Member under this Plan is also a member in a "Defined Contribution Plan" as defined in §414(i) of the Code, maintained by the City, the sum of the "Defined Benefit Plan Fraction" and the "Defined Contribution Plan Fraction" (both as defined in §415(e) of the Code) shall not, subject to the restrictions and exceptions contained in §2004 of the Employee Retirement Income Security Act of 1974, as amended, exceed 1.0. This limitation shall not apply to years beginning on or after January 1, 2000.~~
5. ~~**7 Reduction of Benefits.** Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which the Member participated, such reduction to be made first with respect to the plan in which the Member most recently accrued benefits and thereafter in such priority as shall be determined by the board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which the Member most recently accrued benefits and~~

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thereafter in such priority as shall be established by the board and plan administrator for such other plans; provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the board and plan administrator of all other plans covering such Member.

6. ~~8.~~ **Additional Limitation on Pension Benefits.** Notwithstanding anything herein to the contrary:
- a. The normal retirement benefit or pension payable to a Retiree ~~who becomes a Member of the Plan and who has not previously participated in such Plan, on or after January 1, 1980,~~ shall not exceed one hundred percent (100%) of his Average Final Compensation; provided that such limitation shall not apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments. ~~The normal retirement benefit or pension payable to a retiree who became a Member of this plan prior to January 1, 1980 shall not exceed one hundred percent (100%) of average final compensation; provided that the benefit payable to such Member shall not be less than two percent (2%) of average final compensation for each year of credited service.~~
  - b. No Member of the Plan 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, Title 10, U.S. Code.

**SECTION 2-42.18 2-42-17 MISCELLANEOUS PROVISIONS**

- 1. **Interest of Members in Plan.** At no time prior to the satisfaction of all liabilities under the Plan with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.
- 2. **No Reduction of Accrued Benefits.** No amendment or ordinance shall be adopted by the City Commission which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.
- 3. **Qualification of Plan.** It is intended that the Plan will constitute a qualified public pension plan under the applicable provisions of the Code, as now in effect or hereafter amended. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued there under.

4. **Use of Forfeitures.** Forfeitures arising from terminations of service of Members shall serve only to reduce future City contributions.

**SECTION 2-42.19 2-42.18 REPEAL OR TERMINATION OF PLAN**

The city may terminate the plan at any time, in which event the provisions of section 185.37, F.S. shall be followed.

- ~~1. **Modifications, Amendments, Termination Allowed.** This ordinance establishing the Plan and Fund, and subsequent ordinances pertaining to said Plan and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefiting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby, except to the extent that the assets of the Fund may be determined to be inadequate.~~
  
- ~~2. **Continued Board Administration.** If this ordinance shall be repealed, or if contributions to the Plan are discontinued, the Board shall continue to administer the Plan in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said Members. In the event of repeal, or if contributions to the Plan are discontinued, there shall be full vesting (100%) of benefits accrued to date of repeal and the assets of the Plan shall be allocated in an equitable manner to provide benefits on a proportionate basis to the persons so entitled in accordance with the provisions thereof.~~
  
- ~~3. **Allocation of Assets.** The following shall be the order of priority for purposes of allocating the assets of the Plan as of the date of repeal of this ordinance, or if contributions to the Plan are discontinued with the date of such discontinuation being determined by the Board.
  - ~~a. Apportionment shall first be made in respect of each Retiree receiving a retirement or disability benefit hereunder on such date, each person receiving a benefit on such date on account of a retired or disabled (but since deceased) Member, and each Member who has, by such date, become eligible for normal retirement but has not yet retired, an amount which is the Actuarial Equivalent of such benefit, provided that, if such asset value be less than the aggregate of such amounts, such amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such asset value.~~
  
  - ~~b. If there be any asset value remaining after the apportionment under paragraph (a), apportionment shall next be made in respect of each Member in the service of the City of such date who is vested and who is not entitled to an apportionment under paragraph (a), in the~~~~

The Code of Ordinances of the City of Altamonte Springs, Florida  
Chapter 2. Administration – Article II. Retirement  
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~~amount required to provide the Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), based on the Credited Service and Average Final compensation as of such date, and each vested former Member then entitled to a deferred benefit who has not, by such date, begun receiving benefit payments, in the amount required to provide said Actuarial Equivalent of the vested portion of the accrued normal retirement benefit (but not less than Accumulated Contributions), provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such latter amounts shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.~~

~~c. If there be any asset value after the apportionments under paragraphs (a) and (b), apportionment shall be made in respect of each Member in the service of the City on such date who is not entitled to an apportionment under paragraphs (a) and (b) in the amount equal to Member's Accumulated Contributions, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder such latter amount shall be proportionately reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.~~

~~d. If there be any asset value remaining after the apportionments under paragraphs (a), (b), and (c), apportionment shall lastly be made in respect of each Member included in paragraph (c) above to the extent of the Actuarial Equivalent of the non-vested accrued normal retirement benefit, less the amount apportioned in paragraph (c), based on the Credited Service and Average Final Compensation as of such date, provided that, if such remaining asset value be less than the aggregate of the amounts apportioned hereunder, such amounts shall be reduced so that the aggregate of such reduced amounts will be equal to such remaining asset value.~~

~~e. In the event that there be asset value remaining after the full apportionment specified in paragraphs (a), (b), (c), and (d), such excess shall be returned to the City, less return of the State's contributions to the State, provided that, if the excess is less than the total contributions made by the City and the State to the date of termination such excess shall be divided proportionately to the total contributions made by the City and the State.~~

~~**4. Alternative Asset Allocation.** The allocation of the Fund provided for in this subsection may, as decided by the Board, be carried out through the purchase of insurance company contracts to provide the benefits determined in accordance with this subsection. The Fund may be distributed in one sum to the persons entitled to said benefits or the distribution may be carried out in such other equitable manner as the Board may direct. The Fund may be continued in existence for the purposes of subsequent distributions.~~

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~~5. **First Ten Years.** If, at any time during the first ten (10) years after the effective date of the ordinance originally establishing this Plan, the Plan shall be terminated or the full current costs of the Plan shall not have been met, anything in the Plan to the contrary notwithstanding, City contributions which may be used for the benefit of any one of the twenty five (25) highest paid Members on the effective date, whose anticipated annual retirement allowance provided by the City's contributions at Member's normal retirement date would exceed \$1,500, shall not exceed the greater of either a) \$20,000, or b) an amount computed by multiplying the smaller of \$10,000 or twenty percent (20%) of such Member's average annual earnings during his last five (5) years of service by the number of years of service since the effective date. In the event that it shall hereafter be determined by statute, court decision, ruling by the Commissioner of Internal Revenue, or otherwise, that the provisions of this paragraph are not then necessary to qualify the Plan under the Code, this paragraph shall be ineffective without the necessity of further amendment of this ordinance.~~

~~5. **6. Allocation to City.** After all the vested and accrued benefits provided hereunder have been paid and after all other liabilities have been satisfied, then and only then shall any remaining funds revert to the general fund of the City.~~

**SECTION 2-42.20 2-42.19 EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY**

Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

**SECTION 2-42.21 2-42.20 PENSION VALIDITY**

The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or change the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or under payments shall be corrected and paid in a reasonable manner determined by the Board.

**SECTION 2-42.22 2-42.21 FORFEITURE OF PENSION**

**1. Conviction of Specified Offenses.** Any Member who is convicted of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted

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commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Plan, except for the return of his or her Accumulated Contributions, as of the date of termination. Specific offenses are as follows.

- a. The committing, aiding or abetting of an embezzlement of public funds;
  - b. The committing, aiding or abetting of any theft by a public officer or employee from employer;
  - c. Bribery in connection with the employment of a public officer or employee;
  - d. Any felony specified in Chapter 838, Florida Statutes, except ss. 838.15 and 838.16.
  - e. The committing of an impeachable offense.
  - f. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he or she acts or in which he or she is employed, of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or herself or for some other person through use or attempted use of the power, rights, privileges, duties or position of his or her public office or employment position.
  - g. ~~The committing of false, misleading or fraudulent statements to obtain public retirement benefits.~~ The committing on or after October 1, 2008, of any felony defined in section 800.04, Florida Statutes, against a victim younger than 16 years of age, or any felony defined in chapter 794 against a victim younger than 18 years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.
- 2. Fraud. Any Member or Beneficiary who is convicted of willfully and knowingly making, or causing to be made, or to assisting, conspiring with, or urging another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withholding or concealing material information to obtain a benefit available under the Plan may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the Plan. For purposes of this paragraph, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld. (see 185.185, FS)**
- 3. Strikes. Any Member who, prior to retirement, is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees, or who has been found guilty by such court of violating any state law prohibiting strikes by public employee, shall forfeit all rights**

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and benefits under this chapter, except the return of his or her accumulated contributions, without interest, as of the date of the conviction.

4. **Beneficiary Forfeiture of Benefits.** Any beneficiary who by a verdict of a jury or by the court trying the case without a jury is found guilty, or who has entered a plea of guilty or nolo contendere, of unlawfully and intentionally killing or procuring the death of the Member forfeits all rights to the deceased Member's benefits under this Plan, and the benefits will be paid as if such beneficiary had predeceased the decedent.
5. **~~2.~~ Conviction Defined.** Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.
6. **~~3.~~ Court Defined.** Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his or her case against forfeiture.
7. **Withholding of Benefits.** Benefits will not be paid pending final resolution of such charges against a Member or Beneficiary if the resolution of such charges could require the forfeiture of benefits as provided in this section.
8. **4. Return of Benefits.** Any Member who has received benefits from the Plan in excess of his or her Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of benefits received in excess of his or her Accumulated Contributions. The Board may implement all legal action necessary to recover such funds.

**SECTION 2-42.23 ~~2-42.22~~ PLAN AMENDMENTS**

Neither this ordinance nor this Plan may be amended without the approval of the City Commission. No amendments shall be formally proposed unless the proposed amendments contain an actuarial estimate of the costs involved. Copies of any proposed plan amendment and actuarial impact statement of the proposed plan amendment shall be furnished to the division prior to the last public hearing thereon. Such statement shall also indicate whether the proposed plan amendment is in compliance with s. 14, Art. X of the State Constitution and those provisions of chapter 112, F.S., which are not expressly provided in this ordinance.

**SECTION 2-42.24 ~~2-42.23~~ INDEMNIFICATION**

1. **Indemnification of Board.** The Board shall obtain insurance sufficient to protect, defend and hold harmless the members of the Board from all personal liability for damages and costs, including court costs and attorney's fees, arising out of claims, suits, litigation, or threat of same, herein referred to as "claims", against these individuals because of acts or circumstances connected with or arising out of their official duty as Members of the Board.
2. **Board Felonies, Malfeasance and Misfeasance.** This Section shall not apply nor shall the City be responsible in any manner to defend or pay for claims arising out of acts or omissions of Members of the Board which constitute felonies or gross malfeasance or gross misfeasance in office.

**SECTION 2-42.25 ~~2-42.24~~ DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS**

1. **General.** This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
2. **Definitions.**
  - a. **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.
  - b. **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
  - c. **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving Spouse is a distributee with regard to the interest of the Spouse.

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- d. **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

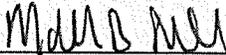
***History:*** The Plan was originally established by the City Commission with the adoption of Resolution No. 914 on December 5, 1995, with an effective date of January 1, 1996. The Plan has subsequently been amended by:

1. adoption of Resolution No. 945 on August 20, 1996,
2. adoption of Ordinance No. 1352-99 on January 4, 2000,
3. adoption of Ordinance No. 1406-01 on April 3, 2001,
4. adoption of Ordinance No. 1463-02 on September 26, 2002,
5. adoption of Ordinance No. 1483-03 on July 1, 2003.



Meeting Date: January 5, 2016

From:

  
Mark B. DeBord, Finance

Approved:

  
City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT:**

Request for Approval

Piggyback Contract Authorization – City Vehicle Purchases

**SUMMARY EXPLANATION & BACKGROUND:** Leisure Services is requesting authorization to utilize Florida Sheriff Association Contract #15-23-0904 entitled "Police Rated Vehicles & Motorcycles, Sedans, and Light Trucks" and Contract 15-13-0904 entitled "Heavy Equipment and Other Fleet Equipment" for the purchase of new and replacement vehicles for the City in an amount not to exceed \$1,100,000 for FY2016.

The solicitation was a joint effort between the Florida Sheriffs Association (FSA) and the Florida Association of Counties with the FSA acting as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The FSA awarded the solicitation to the lowest and best responsive bidder by specification, by manufacturer, and by zone.

Our procurement procedures allow the City to utilize other agency contracts as long as the contracts were the result of a competitive formal sealed solicitation and we abide by the contracting agencies terms, conditions, pricing, and ordering requirements. The FSA solicitation process mirrors the City's solicitation process and procedures.

Because of the substantial amount budgeted to purchase new and replacement vehicles, staff is requesting authorization to purchase these vehicles via this piggyback contract option in lieu of issuing our own solicitation.

**FISCAL INFORMATION:** Fund: Various

Acct / Project No.: Various

**RECOMMENDED ACTION:** Authorize the purchase of FY2016 new and replacement vehicles in an amount not exceed \$1,100,000.00 utilizing Florida Sheriff Association Contract #15-23-0904 Contract 15-13-0904.



Meeting Date: January 5, 2016

From: Mark B. DeLong, Finance

Approved: Franklin W. Martz, Jr., City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT: SOLICITATION AWARD**  
ITB-16-002-CE – Printing Services for Various City Departments – Annual Requirements

**SUMMARY EXPLANATION & BACKGROUND:**

The bid called for offers to secure the services of a qualified contractor to provide printing services of various promotional documents (brochures, post cards, posters, presentation folders, invitations, event programs, handbills, calendars, etc.) for various City departments on an as needed basis throughout the year.

Procurement opened and publicly read aloud the bids on December 9, 2015. Staff then evaluated three (3) bids for conformance to the general specifications and found all three (3) bids complete and responsive.

Leisure Services staff reviewed the bids for conformance to the technical requirements of this bid. After a review of the bids, they determined that Carmen Sense Partners Inc. qualifies as the lowest responsible bidder. Thus, they recommend an award to Carmen Sense Partners Inc. in the bid amount of \$19,931.30.

**FISCAL INFORMATION:** Fund: Various Leisure Services and Public Works Operating Accounts

**RECOMMENDED ACTION:** Award ITB-16-002-CE to Carmen Sense Partners Inc. in the total base bid amount of \$19,931.30.



Meeting Date: January 5, 2016

From: Mark B. DeBord  
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

Official Use Only

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT:** Synthetic Turf at Eastmonte Park

**SUMMARY EXPLANATION & BACKGROUND:**

On April 21, 2015, the contract for purchase and installation of synthetic athletic turf in the amount of \$927,528.11 was awarded to ProGrass, LLC, utilizing the Association of Educational Purchasing Agencies (AEPA) IFB #012-C contract. Two change orders increased the project by a net of \$15,366.00, for a total project amount of \$942,894.11.

Attached is the final invoice, in the amount of \$73,701.40, the consent of surety, the maintenance bond, and the final release of liens.

**FISCAL INFORMATION:**

**Fund:** Capital Projects  
**Dept/Div:** Eastmonte Park Improvements  
**Activity/Element:** Parks and Recreation  
**Account Number:** 30109120-563345  
**Amount:** \$73,701.40  
**PW #:** 12201

**RECOMMENDED ACTION:** Approve final payment to ProGrass, LLC in the amount of \$73,701.40 and accept the closeout documentation.

Initiated by: Liana Griffiths, Finance



**DEPARTMENT OF LEISURE SERVICES  
MEMORANDUM**

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**Date:** November 2, 2015

**To:** Mark Debord, Director of Finance

**Via:**  Shelly Nooft, Director of Leisure Services and Maintenance Operations

**From:** Steve Falk, Deputy Director of Leisure Services/  
Recreation, Fleet & Facilities Maintenance 

**Subject:** Project Close-out – Eastmonte Park Synthetic Turf Installation

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The installation of synthetic turf by ProGrass, Inc. at Eastmonte Park is complete and the work has been approved at the level of satisfaction required by the City of Altamonte Springs.

This project is ready for close-out.

**Pro Grass, LLC**

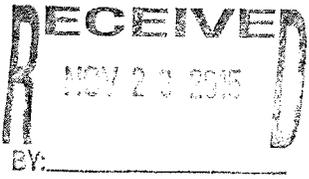
1601 Mary's Avenue  
 Suite 2G-10  
 Sharpsburg, PA 15215

Phone # 412-434-6003      [prograssturf.com](http://prograssturf.com)  
 Fax # 412-391-2270

11/23/2015	1975
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City of Altamonte Springs  
 225 Newburyport Avenue  
 Altamonte Spings, FL 32701-3697

061563	Altamonte Springs Eastmont - ...
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Quantity	Description		
	Line 1 - Ball Field 1	35,075.90	35,075.90
	Line 2 - Ball Field 1 Infill	2,524.98	2,524.98
	Line 4 - Ball Field 2	12,522.24	12,522.24
	Line 5 - Ball Field 2 Infill	1,517.77	1,517.77
	Line 7 - Ball Field 3	6,694.51	6,694.51
	Change Order - 1	25,612.00	25,612.00
	Add: Modify Pitching Mound	1,000.00	1,000.00
	Add: Repair Field 5 Backstop	1,200.00	1,200.00
	Add: Repair Field 2 Right Field	3,250.00	3,250.00
	Deduct: Removal of Bullpens Field 2	-7,685.00	-7,685.00
	Deduct: City Removal of Soil	-6,375.00	-6,375.00
	Deduct: Repair Electrical Line	-4,329.00	-4,329.00
	Add: Two Year Maintenance Bond	2,693.00	2,693.00
			
		<b>Total</b>	<b>\$73,701.40</b>

Bond No: 09189743

### Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we

ProGrass, LLC

hereinafter

called Principal, as Principal, and Fidelity and Deposit Company of Maryland,

a corporation of the State of Maryland, Owings Mills, Maryland, hereinafter called Surety, as Surety,

are held and firmly bound unto

City of Altamonte Springs, 624 Bills Lane, Altamonte Springs, FL 32714

hereinafter called Obligee in the sum of \$942,894.11

DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 23rd day of November, 2015.

WHEREAS, the Principal entered into a contract with the said Obligee, dated May 6, 2015,

for

PAEC Contract AEPAlFB12C - Synthetic Turf Baseball Fields - Eastmonte Park

and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

WHEREAS, said contract was completed and accepted on the 7th day of August, 2015.

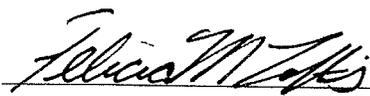
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without

cost to the Obligee, any defects which may develop during a period of Two (2) Years

from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

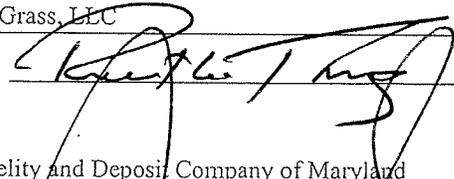
ATTEST:



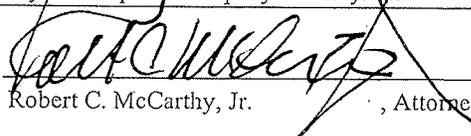


Felicia M. Loftis, Witness

ProGrass, LLC

By: 

Fidelity and Deposit Company of Maryland

By: 

Robert C. McCarthy, Jr.

, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert C. MCCARTHY, JR., Ruth Ann KRENICKY and Felicia M. LOFTIS, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of July, A.D. 2015.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
County of Baltimore

On this 9th day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of November, 2015.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707 A

PROJECT: **Synthetic Turf Baseball Fields - Eastmonte Park**  
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO: **PAEC Contract  
AEPAIFB12C**

[ **City of Altamonte Springs**  
**624 Bills Lane**  
**Altamonte Springs, FL 32714**

CONTRACT FOR: **Synthetic Turf  
Baseball Fields**

CONTRACT DATE **May 6, 2015**

CONTRACTOR:

**ProGrass, LLC**  
**1601 Mary's Avenue, Suite 2G-10**  
**Sharpsburg, PA 15215**

BOND NO. **09189743**

In accordance with the provisions of the Contract between the Owner and the Contractor as included above,  
the **Fidelity and Deposit Company of Maryland**  
(here insert name and address of Surety Company) **P.O. Box 1884, Pittsburgh, PA 15230**

, SURETY COMPANY

on bond of **ProGrass, LLC**

(here insert name and address of Company) **1601 Mary's Avenue, Suite 2G-10, Sharpsburg, PA 15215**

, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety Company of any of its obligations to **City of Altamonte Springs**  
(here insert name and address of Owner) **624 Bills Lane, Altamonte Springs, FL 32714**

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

**23rd** day of **November**, **2015**

**Fidelity and Deposit Company of Maryland**  
Surety Company

Signature of Authorized Representative

**Robert C. McCarthy, Jr., Atty-in-Fact**

Title:

Attest:

(Seal): **Felicia M. Loftis, Witness**

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert C. MCCARTHY, JR., Ruth Ann KRENICKY and Felicia M. LOFTIS, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of July, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 9th day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of November, 2015.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**WAVIER OF RELEASE AND LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$0.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to **Pro Grass, LLC** On the job of **City of Altamonte Springs** to the following described property:

**City of Altamonte Springs  
Eastmonte Park  
830 Magnolia  
Altamonte Springs, FL 32701**

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Date this 23 Day of November, 2015

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

TITLE: Vice President

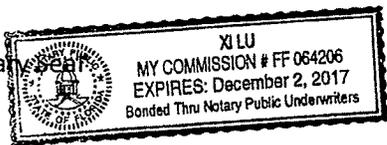
COMPANY: Cloud 9 Services, Inc.

State of: Florida

County of: Orange

The foregoing instrument was acknowledged to me this 23 Day of November, 2015 by Rich Fender, who is personally known to me or who has produced a valid Florida Driver's License as identification and who did not take oath.

Notary Seal



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



Meeting Date: January 5, 2016

From: Mark B. DeBord  
Mark B. DeBord, Finance Director

Approved: Franklin W. Martz, II  
Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

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

**SUBJECT:** Eastmonte Park Concession Building

**SUMMARY EXPLANATION & BACKGROUND:**

On April 7, 2015, the contract for construction of the Eastmonte Park Concession Building in the amount of \$1,031,200.00 was awarded to Albu and Associates, Inc. A change order increased the project by \$23,408.87, for a total project amount of \$1,054,608.87.

The project is now complete. Attached is the final invoice, in the amount of \$105,460.89, the consent of surety, the maintenance bond, and the final releases of liens.

**FISCAL INFORMATION:**

**Fund:** Capital Projects  
**Dept/Div:** Eastmonte Park Concession Building  
**Activity/Element:** Parks and Recreation  
**Account Number:** 30109120-563345-11201  
**Amount:** \$105,460.89  
**PW #:** 11201

**RECOMMENDED ACTION:** Approve final payment to Albu and Associates, Inc. in the amount of \$105,460.89 and accept the closeout documentation.

Initiated by: Liana Griffiths, Finance



**DEPARTMENT OF LEISURE SERVICES  
MEMORANDUM**

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**Date:** November 2, 2015

**To:** Mark Debord, Director of Finance

**Via:**  Shelly Nooft, Director of Leisure Services and Maintenance Operations

**From:** Steve Falk, Deputy Director of Leisure Services/  
Recreation, Fleet & Facilities Maintenance 

**Subject:** **Project Close-out – Eastmonte Park Concession/Operations Building**

---

The construction project performed by Albu & Associates, Inc. at Eastmonte Park to the Concession/Operations Building is complete and the work has been approved at the level of satisfaction required by the City of Altamonte Springs.

This project is ready for close-out.

# APPLICATION AND CERTIFICATE OF PAYMENT

<p><b>TO (OWNER):</b> City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 327013697</p> <p><b>PROJECT:</b> Eastmonte Concession, Altamonte Spg 830 Magnolia Dr. Altamonte Spgs, FL</p>	<p style="text-align: right;"><b>APPLICATION # 7</b></p> <p><b>PERIOD ENDING:</b> 11/19/2015</p> <p><b>COMMENCEMENT DATE:</b> 05/16/2015</p> <p><b>ORIGINAL CONTRACT PERIOD:</b> 0</p> <p><b>EXTENDED CONTRACT PERIOD:</b> 0</p> <p><b>CONTRACT COMPLETION DATE:</b></p> <p><b>EXPIRED FROM COMMENCEMENT:</b> 0</p>
<p><b>FROM (CONTRACTOR):</b> Abu &amp; Associates, Inc. 2711 W. Fairbanks Avenue Winter Park, FL 32789</p>	<p><b>Project #</b> 061553</p> <p><b>VIA (Architect):</b> Bentley Architects + Engineers, Inc. 665 West Warren Avenue Longwood, FL 32750</p>

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheets are attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Change Orders approved in previous months by Owner	\$23,408.87		
<b>TOTAL Thru CO# 1</b>			
Approved this Month			
No.	Date Approved		
<b>TOTALS</b>			
Net change by Change Orders			\$23,408.87

1. ORIGINAL CONTRACT SUM \$ 1,031,200.00
2. Net change by Change Orders \$ 23,408.87
3. CONTRACT SUM TO DATE \$ 1,054,608.87 (1 + 2)
4. TOTAL COMPLETED & STORED TO DATE \$ 1,054,608.87 (5a+5b)
5. TOTAL RETAINAGE:
  - a. 0% of Completed Work \$ 0.00
  - b. 0% of Stored Material \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,054,608.87 (4 - 5)
7. LESS PREVIOUS CERT. FOR PAYMENT \$ 949,147.98
8. CURRENT PAYMENT DUE \$ 105,460.89 (6-7)
9. BALANCE TO FINISH (INCLUDING RETAINAGE) \$ 0.00 (3-7-8)

**MONETARY PROGRESS:** 100% **TIME PROGRESS:** \_\_\_\_\_

State of Florida County of Orange

The foregoing instrument was acknowledged before me this 11/19/15 by \_\_\_\_\_ a Florida corporation of Abu & Associates, Inc. He/she is personally known to me.

Andrew Abu on behalf of the corporation

*Laura L. Morris* Notary Public, State of Florida  
My Commission Expires March 9, 2018  
No. FF 86293

**AMOUNT CERTIFIED:** \$ 105,460.89

**OWNER:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ARCHITECT'S CERTIFICATION FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**ARCHITECT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

FROM (CONTRACTOR):

Albu & Associates, Inc.  
2711 W. Fairbanks Avenue  
Winter Park, FL 32789

TO (OWNER):

City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 327013697

PROJECT:

Eastmonte Concession, Altamonte Spg  
830 Magnolia Dr.  
Altamonte Spgs, FL

APPLICATION # 7

PERIOD ENDING: 11/19/2015

A Item #	B Description of Work	C Scheduled Value	D From Previous Application (D+E)	E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
0001	General Requirements	63,708.00	63,708.00	0.00	0.00	63,708.00	0.00	0.00
0002	Payment & Performance Bond	10,236.00	10,236.00	0.00	0.00	10,236.00	0.00	0.00
0003	Concrete	60,690.00	60,690.00	0.00	0.00	60,690.00	0.00	0.00
0004	Unit Masonry	81,392.00	81,392.00	0.00	0.00	81,392.00	0.00	0.00
0005	Reinforced Unit Masonry	49,119.00	49,119.00	0.00	0.00	49,119.00	0.00	0.00
0006	Structural Steel Framing	80,357.00	80,357.00	0.00	0.00	80,357.00	0.00	0.00
0007	Stairs & Railings	74,406.00	74,406.00	0.00	0.00	74,406.00	0.00	0.00
0008	Rough Carpentry	1,575.00	1,575.00	0.00	0.00	1,575.00	0.00	0.00
0009	Cabinetry & Millwork	7,197.00	7,197.00	0.00	0.00	7,197.00	0.00	0.00
0010	Thermal Insulation	4,620.00	4,620.00	0.00	0.00	4,620.00	0.00	0.00
0011	Joint Sealers	3,675.00	3,675.00	0.00	0.00	3,675.00	0.00	0.00
0012	EFIS/Stucco	13,230.00	13,230.00	0.00	0.00	13,230.00	0.00	0.00
0013	Roofing Sheetmetal Accessories	1,575.00	1,575.00	0.00	0.00	1,575.00	0.00	0.00
0014	Roofing System	14,700.00	14,700.00	0.00	0.00	14,700.00	0.00	0.00
0015	Hollow Metal Doors & Frames	12,835.00	12,835.00	0.00	0.00	12,835.00	0.00	0.00
0016	Aluminum-Framed Storefronts	39,795.00	39,795.00	0.00	0.00	39,795.00	0.00	0.00
0017	Overhead Colling Doors	8,253.00	8,253.00	0.00	0.00	8,253.00	0.00	0.00
0018	Gypsum Board Assemblies	33,593.00	33,593.00	0.00	0.00	33,593.00	0.00	0.00
0019	Acoustical Ceilings	4,715.00	4,715.00	0.00	0.00	4,715.00	0.00	0.00
0020	Resilient Flooring	9,218.00	9,218.00	0.00	0.00	9,218.00	0.00	0.00
0021	Painting & Coating	15,614.00	15,614.00	0.00	0.00	15,614.00	0.00	0.00
0022	Specialties	75,145.00	75,145.00	0.00	0.00	75,145.00	0.00	0.00

Page Total

665,648.00	665,648.00	0.00	0.00
<b>665,648.00</b>	<b>665,648.00</b>	<b>0.00</b>	<b>0.00</b>

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

FROM (CONTRACTOR): Albu & Associates, Inc. 2711 W. Fairbanks Avenue Winter Park, FL 32789	TO (OWNER): City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, FL 327013697
PROJECT: Eastmonte Concession, Altamonte Spg 830 Magnolia Dr. Altamonte Spgs, FL	
APPLICATION # 7 PERIOD ENDING: 11/19/2015	

A Item #	B Description of Work	C Scheduled Value	D From Previous Application (D+E)	E This Period	F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
0023	Furnishings	2,258.00	2,258.00	0.00	0.00	2,258.00	0.00	0.00
0024	Wheelchair Lift	43,575.00	43,575.00	0.00	0.00	43,575.00	0.00	0.00
0025	Sprinkler System	9,975.00	9,975.00	0.00	0.00	9,975.00	0.00	0.00
0026	Plumbing	37,275.00	37,275.00	0.00	0.00	37,275.00	0.00	0.00
0027	HVAC	77,700.00	77,700.00	0.00	0.00	77,700.00	0.00	0.00
0028	Electrical	100,275.00	100,275.00	0.00	0.00	100,275.00	0.00	0.00
0029	Earthwork	94,494.00	94,494.00	0.00	0.00	94,494.00	0.00	0.00
0030	Change Order #1	23,408.87	23,408.87	0.00	0.00	23,408.87	0.00	0.00
<b>Phase :</b>		<b>1,054,608.87</b>	<b>1,054,608.87</b>	<b>0.00</b>	<b>0.00</b>	<b>1,054,608.87</b>	<b>0.00</b>	<b>0.00</b>

<b>Page Total</b>	388,960.87	388,960.87	0.00
<b>Contract Total</b>	1,054,608.87	1,054,608.87	100.00%

**CONSENT OF SURETY COMPANY  
TO PAYMENT**

**Bond No.** 09030324

**PROJECT:**

ITB No. 15-018, Eastmonte Concession Building  
830 Magnolia Dr.  
Altamonte Springs, FL 32701

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** \$1,054,608.87

**TO OWNER:**

City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701 407-571-8080

**CONTRACT DATE:** April 9th, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name of Surety Company)

Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196  
800-987-3373

on bond of (here insert name of Contractor)

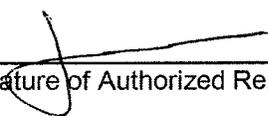
Albu and Associates, Inc., 2711 W. Fairbanks Avenue, Winter Park, FL 32789 407-788-1450

hereby approves of the payment to the Contractor, and agrees that payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name of Owner)  
City of Altamonte Springs

as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety company has hereunto set its hand this 23rd day of November 2015.

Fidelity and Deposit Company of Maryland  
Surety Company

  
\_\_\_\_\_  
Signature of Authorized Representative

Julie A. Pearson  
Attorney in Fact and Licensed Agent  
\_\_\_\_\_  
Printed Name and Title

(Seal)

An original Power of Attorney must accompany this document.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William J. PALMER, Patricia D. POST, Jason Cory BROADAWAY, Julie A. PEARSON, Jody M. TIFT and Steven W. HOLTZ, all of Maitland, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By: \_\_\_\_\_  
*Assistant Secretary  
Gregory E. Murray*

*James M. Carroll*

\_\_\_\_\_  
*Vice President  
James M. Carroll*

State of Maryland  
County of Baltimore

On this 9th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of November, 2015



*Thomas O. McClellan*

Thomas O. McClellan, Vice President

Bond No: 09030340

### Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Albu and Associates, Inc., 2711 Fairbanks Avenue, Winter Park, FL 32789 (407) 788-1450 hereinafter called Principal, as Principal, and Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I, 18th Floor Schaumburg, IL 60196 (800) 987-3373, a corporation of the State of Maryland, hereinafter called Surety, as Surety, are held and firmly bound unto

City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs, FL 32701 (407) 571-8080

hereinafter called Obligee in the sum of One Hundred Five Thousand Four Hundred Sixty and 89/100 (\$105,460.89) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 3rd day of November, 2015.

WHEREAS, the Principal entered into a contract with the said Obligee, dated April 9th, 2015,

for ITB No 15-018, Eastmonte Concession Building Construction, 830 Magnolia Drive, Altamonte Springs, FL 32701 and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

WHEREAS, said contract was completed and accepted on the 29th day of October, 2015.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without cost to the Obligee, any defects which may develop during a period of Two Years from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

ATTEST:  
Amiee Bas

Albu and Associates, Inc.  
By: [Signature]

Sady M. Tipt

Fidelity and Deposit Company of Maryland  
By: [Signature]  
William J. Palmer, Florida Resident Agent, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William J. PALMER, Patricia D. POST, Jason Cory BROADAWAY, Julie A. PEARSON, Jody M. TIFT and Steven W. HOLTZ, all of Maitland, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of October, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

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

*Assistant Secretary  
Gregory E. Murray*

*James M. Carroll*

*Vice President  
James M. Carroll*

State of Maryland  
County of Baltimore

On this 9th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of November, 20 15.



Thomas O. McClellan, Vice President

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the **final payment**, in the amount of hereby \$55,375.75 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

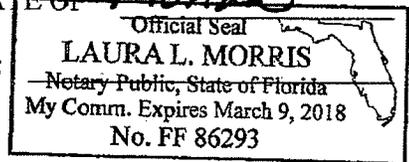
WITNESS my hand and seal this 20 day of October, 2015

SIGNED BY: \_\_\_\_\_  
PRINTED NAME: A. Addison  
COMPANY: Addison, Inc.

The foregoing instrument was acknowledged before me this 20 of October, 2015 by A.C. Addison who is personally known to me or who has produced NA as identification and who did take an oath.

Laura L. Morris  
NOTARY PUBLIC, STATE OF Florida

My Commission Expires:



Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1314 / 09-23-15 / F /

**UNCONDITIONAL FINAL RELEASE OF LIEN**

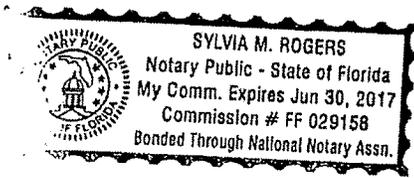
The undersigned lienor, in receipt of the final payment, in the amount of hereby \$1,400.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 10 day of November, 2015

SIGNED BY: [Signature]  
PRINTED NAME: Mark Cameron  
COMPANY: A-Star Contractors, Inc.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> of November, 2015 by Mark Cameron who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



[Signature]  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 6/30/2017

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



**WAIVER AND RELEASE OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND / FINAL**

The undersigned, in consideration of the final payment in the amount of **\$4211.33** hereby waives and releases its right to claim against then payment bond for labor, services or materials furnished to **RCOM GROUP INC**, on the job of **CITY OF ALTAMONTE SPRINGS** (owner), for improvements to the following described property:

**830 MAGNOLIA DRIVE, ALTAMONTE SPRINGS, FLORIDA, EASTMONTE CONCESSION BUILDING,  
CONTRACT NUMBER ITB15018, BOND NUMBER 09030324, SEMINOLE COUNTY, FLORIDA.**

DATED on **NOVEMBER 10, 2015**

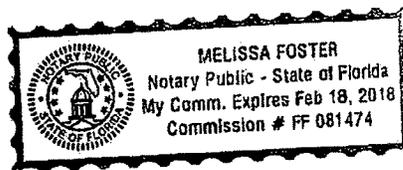
Claimant's Name: **CEMEX Construction Materials Florida, LLC**  
**3626 QUADRANGLE BLVD STE 200**  
**ORLANDO, FL 32817-8348**

By: *Barbara Evans*  
**BARBARA EVANS**  
**CREDIT SERVICES - FLORIDA**

The foregoing instrument was signed in my presence this date of **NOVEMBER 10, 2015** by **BARBARA EVANS** who is personally known to me, who did take an oath, and is a Credit Services Representative of **CEMEX Construction Materials Florida, LLC**

Notary Public

*Melissa Foster*



14141374



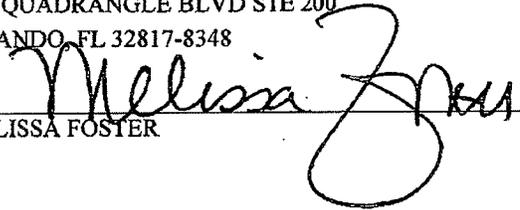
**FINAL WAIVER & RELEASE**

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **KENNEDY CONSTRUCTION SERVICES** on the job of **CITY OF ALTAMONTE SPRINGS** (*owner of property*) for the job located on the following described property:

830 MAGNOLIA DR ALTAMONTE SPRINGS FL, EASTMONTE CONCESSION BUILDING, ITB NO 15-018, BOND NO 09030324, SEMINOLE COUNTY, FLORIDA.

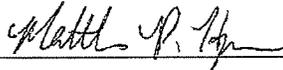
DATED on NOVEMBER 4, 2015

Lienor's Name: CEMEX Construction Materials Florida, LLC  
3626 QUADRANGLE BLVD STE 200  
ORLANDO, FL 32817-8348

By:   
MELISSA FOSTER

The foregoing instrument was signed in my presence this date of NOVEMBER 4, 2015 by MELISSA FOSTER who is personally known to me, who did take an oath, and is a Credit Services Representative of CEMEX Construction Materials Florida, LLC

Notary Public



14099435



**UNCONDITIONAL FINAL RELEASE OF LIEN**

RECORDED  
NOV 03 2015

ALBU & ASSOCIATES, INC.

The undersigned lienor, in receipt of the **final payment**, in the amount of hereby \$1,465.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3rd day of November, 2015

SIGNED BY: *Thomas Makofske*  
PRINTED NAME: Thomas Makofske  
COMPANY: Commercial Systems Group

The foregoing instrument was acknowledged before me this 3rd of November, 2015 by Thomas Makofske who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



VERA M. SULLIVAN  
MY COMMISSION # FF 203912  
EXPIRES: June 25, 2019  
Bonded Three Budget Notary Services

*Vera M. Sullivan*  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 6-25-2019

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1363 / 11-02-15 / F /

# UNCONDITIONAL FINAL RELEASE OF LIEN

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$1,465.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3rd day of November, 2015

SIGNED BY: *Thomas Makofske*  
PRINTED NAME: Thomas Makofske  
COMPANY: Commercial Systems Group

The foregoing instrument was acknowledged before me this 3rd of November, 2015 by Thomas Makofske who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

*Vera M. Sullivan*  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 6-25-2019



Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1363 / 11-02-15 / F /

Unconditional Final Release

This instrument Prepared by: CHERI T RAY  
Ferguson Enterprises Inc., on its  
behalf  
and as an agent for its subsidiaries  
and affiliates  
Attn: Credit Dept 813-989-8778  
7816 Professional Place  
Tampa FL 33637  
00126\*45983

The undersigned lienor, in consideration of the final payment in the amount of \$10.00,  
hereby waives and releases its lien and right to claim a lien for labor, services or materials  
furnished to RH SITE (customer) on the job of CITY OF ALTAMONTE SPRINGS  
(owner), to the following described property:

830 MAGNOLIA DRIVE, ALTAMONTE SPRINGS, FLORIDA, EASTMONTE  
CONCESSION BUILDING, CONTRACT NUMBER ITB15018, BOND NUMBER  
09030324, SEMINOLE COUNTY, FLORIDA.

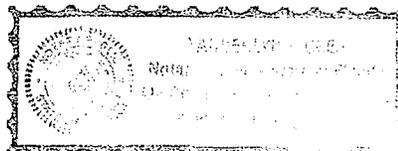
DATED on NOVEMBER 3,  
2015

Ferguson Enterprises Inc., on its behalf  
and as an agent for its subsidiaries and affiliates  
Attn: Credit Dept 813-989-8778  
7816 Professional Place  
Tampa FL 33637

By: \_\_\_\_\_  
CHERIT RAY  
CREDIT MANAGER

Before me, personally appeared, KEN MINTON, the CREDIT MANAGER of Ferguson  
Enterprises Inc., on its behalf, who produced \_\_\_\_\_ as identification or  
is personally known to me, and who did take an oath, and acknowledged to and before me  
that he/she executed this instrument for the purposes therein expressed on behalf of said  
entity, this 3 day of NOVEMBER, 2015

\_\_\_\_\_  
Notary Public; State of Florida  
My Commission Expires:



**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$9,949.40 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

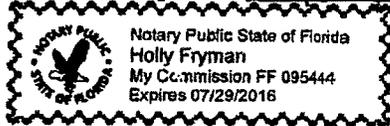
Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 4<sup>th</sup> day of November

SIGNED BY: [Signature]  
PRINTED NAME: Mark Gembecki  
COMPANY: Gembecki Mechanical Services, Inc.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> of October 2015,  
Mark Gembecki who is personally known to me or who has produced  
as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 1/29/2016



Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL FINAL RELEASE OF LIEN**

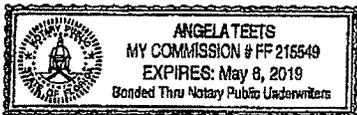
The undersigned lienor, in receipt of the **final payment**, in the amount of hereby \$2,588.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

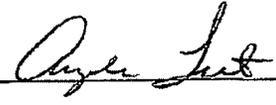
Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 21 day of October 2015

SIGNED BY:   
PRINTED NAME: CHRIS KAVISTRAS  
COMPANY: General Caulking & Coatings Co., Inc.

The foregoing instrument was acknowledged before me this 21 of October,  
15 by CHRIS KAVISTRAS who is personally known to me ~~or who has produced~~  
~~as identification~~ and who did take an oath.



  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL FINAL RELEASE OF LIEN**

RECEIVED

NOV 09 2015

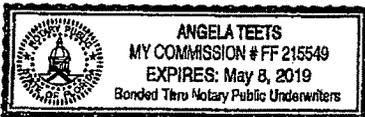
The undersigned lienor, in receipt of the **final payment**, in the amount of hereby \$2,588.00 ALBU & ASSOCIATES, INC. releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 21 day of October 2015

SIGNED BY: [Signature]  
PRINTED NAME: CHRIS KANISTRAS  
COMPANY: General Caulking & Coatings Co., Inc.

The foregoing instrument was acknowledged before me this 21 of October, 15 by CHRIS KANISTRAS who is personally known to me or who has produced as identification and who did take an oath.



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**WAIVER AND RELEASE OF LIEN  
FINAL RELEASE**

JP8655146

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to CONTROL ELEC SERVICES INC on the job of CITY OF ALTAMONTE SPRINGS (owner(s)), to the following described property:

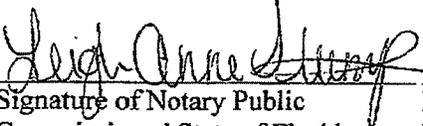
830 MAGNOLIA DRIVE, ALTAMONTE SPRINGS, FLORIDA, "EASTMONTE CONCESSION BUILDING", CONTRACT NUMBER ITB15018, BOND NUMBER 09030324, SEMINOLE COUNTY, FLORIDA.

DATED on NOVEMBER 3, 2015

GRAYBAR ELECTRIC COMPANY INC  
813-259-4203  
ATTN: CUSTOMER FINANCIAL SERVICES  
4010 WEST OSBORNE AVE  
TAMPA FL 33614

By:   
LAKE BROWN  
FINANCIAL MANAGER

Sworn to and subscribed before me this NOVEMBER 3, 2015

  
Signature of Notary Public      Print, Type or Stamp  
Commissioned State of Florida      Name of Notary Public

Personally Known XX OR,      N/A  
Produced Identification

# WAIVER AND RELEASE OF LIEN FINAL PAYMENT

1041358-43015091

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials, invoiced to SUNDANCE ARCHITECTURAL PRODUCTS on the job of CITY OF ALTAMONTE SPRINGS (owner), to the following described property:

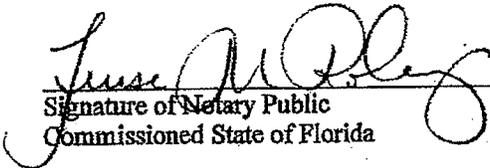
830 MAGNOLIA DR, ALTAMONTE SPRINGS; EASTMONTE CONCESSION BUILDING, ITB NO. 15-018 SEMINOLE COUNTY FLORIDA;

DATED on NOVEMBER 10, 2015

H & E EQUIPMENT SERVICES INC  
1102 CROWN PARK CIRCLE  
WINTER GARDEN FL 34787

By: \_\_\_\_\_  
DONNA GONITSKI  
CREDIT ASSISTANT

Sworn to and subscribed before me this NOVEMBER 10, 2015

  
Signature of Notary Public  
Commissioned State of Florida



Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR, Produced Identification \_\_\_\_\_ N/A  
Type of Identification Produced \_\_\_\_\_ N/A

**NOTE:** This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL FINAL RELEASE OF LIEN**

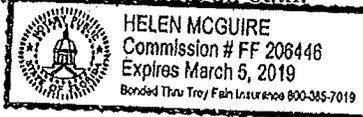
The undersigned lienor, in receipt of the final payment, in the amount of hereby \$9,256.67 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Valeo Plumbers Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: NTU1273889  
Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 17 day of December 2015

SIGNED BY: *Romanda Falana*  
PRINTED NAME: ROMANDA FALANA  
COMPANY: Hajoca Corporation

The foregoing instrument was acknowledged before me this 17 of December, 2015 by Romanda Falana who is personally known to me or who has produced as identification and who did take an oath.



NOTARY PUBLIC, STATE OF *Helen M. McGuire*  
My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1425 / 11-23-15 / F /

**WAIVER AND RELEASE OF LIEN / FINAL PAYMENT**

**10000757235**

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **KENNEDY CONSTRUCTION SERVICES, INC.** on the job of **CITY OF ALTAMONTESPRINGS FACILITIES MAINTENANCE** to the following described property:

**EASTMONTE CONCESSION BLDG  
830 MAGNOLIA DR  
ALTAMONTE SPRINGS, FL 32701  
APM AS LISTED**

DATED on November 3, 2015

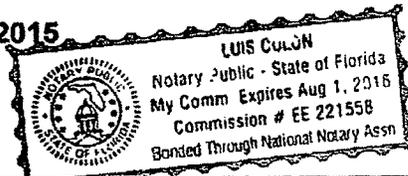
**HD SUPPLY / WHITE CAP  
501 W. CHURCH ST.  
Orlando, FL 32805**

By: *Robert T Johnson*  
**ROBERT T JOHNSON  
CREDIT ASSOCIATE**

STATE Florida  
COUNTY Orange

The foregoing instrument was acknowledged before me this November 3, 2015 by Robert T. Johnson, who (did/did not) take an oath.

Sworn to and subscribed before me this **November 3, 2015**



*[Signature]*  
Signature of Notary Public  
Commissioned State of Florida

Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

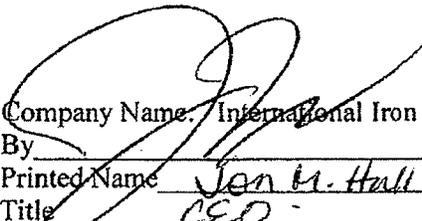
# International Iron, LLC

## WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT & WAIVER OF LIEN RIGHTS FINAL PAYMENT

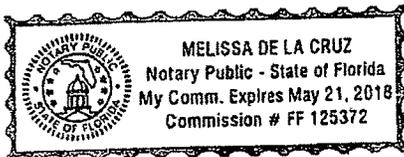
The undersigned lienor, in consideration of the sum of \$4922.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/19/2015, to **RH Site Inc.** on the following described property:

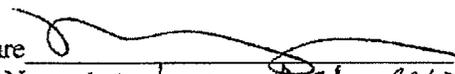
Job Name: **Eastmonte Concession, Altamonte Springs**  
Location: **830 Magnolia Dr. Altamonte Springs, FL**

Dated on 11/3, 2015.

Company Name: International Iron  
By:   
Printed Name: Jon M. Hall Jr  
Title: CEO

State of Florida County of Orange  
The foregoing instrument was acknowledged before me this 3rd day of November  
20 15 by Jon M. Hall Jr (who is personally known to me) or (who has  
produced \_\_\_\_\_ as identification) and who did (did not) take  
an oath.



Notary Signature:   
Printed Notary Name: Melissa DeLaCruz  
Notary Public  
Commission Number: FF 125372

*Note: This is statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*

2325 Clark St. Apopka, FL 32703  
PH: 407-809-5856 Fax: 407-347-4664

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$12,216.28 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3 day of November, 2015

SIGNED BY: Heather Hollants-Parker  
PRINTED NAME: Heather Hollants-Parker  
COMPANY: Kennedy Construction Services, Inc.

The foregoing instrument was acknowledged before me this 3 of November, 2015 by Heather Hollants-Parker who is personally known to me or who has produced as identification and who did take an oath.



Michelle Kennedy  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration and receipt of payment in the amount of \$10.00 hereby waives and releases its lien and rights to claim of lien for labor, services or materials furnished to (CUSTOMER) SLC DRYWALL, LLC on the job of (OWNER OF PROPERTY) CITY OF ALTAMONTE SPRINGS To the following described property;

830 MAGNOLIA DR, ALTAMONTE SPRINGS; EASTMONTE CONCESSION BUILDING, ITB NO. 15-018 SEMINOLE COUNTY FLORIDA;

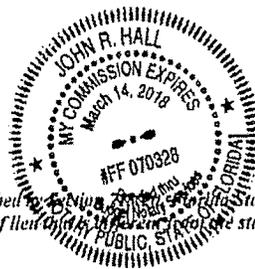
Dated on November 3, 2015

Kobrin Builders Supply, LLC. 1924 W. Princeton Street Orlando, FL. 32804 407/843-1000

Handwritten signature of Jessica Evering, Authorized Agent

State of Florida County of Orange

Execution of the foregoing instrument was acknowledged on November 3, 2015 by Jessica Evering, who is personally known to me.



Handwritten signature of Notary Public

NOTE: This is a statutory form prescribed by Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien unless the person complies with the statutory form.

- ORLANDO • 1924 WEST PRINCETON STREET • ORLANDO, FLORIDA 32804 • (407) 843-1000 • (800) 273-5511
ORANGE CITY • 2121 SR 472 • DELAND, FLORIDA 32724 • (386) 775-2300 • (800) 544-1659
JACKSONVILLE • 6695-100 COLRAY COURT • JACKSONVILLE, FLORIDA 32258 • (904) 260-8400
TAMPA • 2001 N. 40TH STREET • TAMPA, FLORIDA 33605 • (813) 242-8800
SARASOTA • 1688 GLOBAL COURT • SARASOTA, FLORIDA 34240 • (941) 926-4494 • (877)562-7461
OCALA • 1419 SW 12TH AVENUE • OCALA, FLORIDA 34474 • (352) 402-0050 • (352) 402-0070

Initials: \_\_\_\_\_

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the **final payment**, in the amount of hereby \$1,524.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3<sup>rd</sup> day of November, 2015

SIGNED BY: [Signature]  
PRINTED NAME: Andrew Kunz  
COMPANY: Kunz Contract Flooring, Inc.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2015 by Andrew Kunz who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]



NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 7-31-2019

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1449 / 11-02-15 / F /

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$3,274.50 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 12 day of November, 2015

SIGNED BY:

PRINTED NAME:

COMPANY:

[Signature]  
Keith Leamburno  
LMG Glass and Mirror, Inc.

The foregoing instrument was acknowledged before me this 12 of November, 2015 by Keith Leamburno who is personally known to me or who has produced as identification and who did take an oath.



CANDICE J. GRAY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE161878  
Expires 1/22/2016

Candice J. Gray  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 1/22/2016

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$ 0, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Gembecki Mechanical Services on the job of Eastmonte Concession to the following property:

Eastmonte Concession  
830 Magnolia Drive  
Altamonte Springs, FL

DATED on September 24, 2015

Nelson & Company, LLC  
SUPPLIER

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

John Nelson, Vice President  
NAME & TITLE

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 24 day of SEPTEMBER, 2015,

by John Nelson who:

Is personally known to me

Produced Identification - Type of Identification Produced \_\_\_\_\_



Luis A. Norero  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF241842  
Expires 7/1/2019

[Signature]  
NOTARY PUBLIC

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**WAIVER AND RELEASE OF LIEN FOR  
FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$15,443.32 the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien, and any other claims for labor, services or materials furnished to Addison, Inc. for the Eastmonte Concession Bldg. located on the following described property:

**Eastmonte Concession Building  
830 Magnolia Drive  
Altamonte Springs, FL 32701**

Dated on July 27, 2015

Lienor's Name: **New Millennium Building  
Systems**

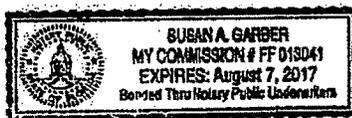
By: Maribel Probst

Title: Controller

State of Florida  
County of Columbia

Sworn to and subscribed before me this 27<sup>th</sup> day of July, 2015 by Maribel Probst  
who is personally known or showed identification.

Susan A. Garber  
Notary Public



RECEIVED

NOV 06 2015

ALBU & ASSOCIATES, INC.

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$3,714.70 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

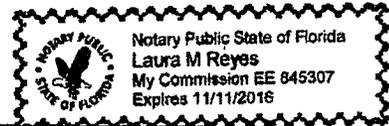
Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3rd day of November, 2015

SIGNED BY: Jeanette Kimball  
PRINTED NAME: Jeanette Kimball  
COMPANY: The Plummer Painting Company

The foregoing instrument was acknowledged before me this 3rd of November,  
2015 by Jeanette Kimball who is personally known to me or who has produced  
N/A as identification and who did take an oath.

Laura M Reyes



NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1512 / 11-02-15 / F /

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$3,714.70 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albi & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 3rd day of November, 2015

SIGNED BY: *Jeanette Kimball*  
PRINTED NAME: Jeanette Kimball  
COMPANY: The Plummer Painting Company

The foregoing instrument was acknowledged before me this 3rd of November, 2015 by Jeanette Kimball who is personally known to me or who has produced N/A as identification and who did take an oath.

*Laura M Reyes*



NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: \_\_\_\_\_

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1512 / 11-02-15 / F /

# STATUTORY FINAL WAIVER AND RELEASE OF LIEN

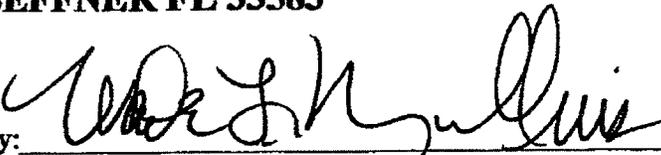
(Section 713.20(5) Florida Statutes)

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to KENNEDY CONSTRUCTION SERVICES (customer) on the job of CITY OF ALTAMONTE SPRINGS (owner), to the following described property:

830 MAGNOLIA DRIVE, ALTAMONTE SPRINGS, FLORIDA, EASTMONTE CONCESSION BUILDING, CONTRACT NUMBER ITB15018, BOND NUMBER 09030324, SEMINOLE COUNTY, FLORIDA.

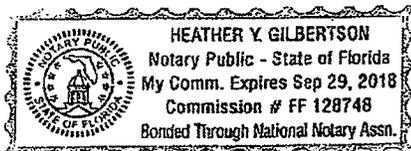
DATED on NOVEMBER 3, 2015

**R & R REBAR FABRICATORS INC  
P O BOX 247  
SEFFNER FL 33583**

By:   
WADE L. MULLINS  
CREDIT MANAGER

Before me, personally appeared, WADE L. MULLINS, the CREDIT MANAGER of R & R REBAR FABRICATORS INC, who is personally known to me, and acknowledges that he executed this instrument for the purposes therein expressed on behalf of said entity, this 3 day of NOVEMBER, 2015

  
Notary Public, State of Florida



## UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of

\*\*\*\*\*Ten and NO/100 Dollars\*\*\*\*\*(\$ \*\*10.00)

hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to (customer)  
**DUNKLEY STUCCO INC**

on the job of (property owner) CITY OF ALTAMONTE SPRINGS

to the following described property:

EAST MOUNTE PARK  
830 MAGNOLIA DRIVE  
ALTAMONTE SPRINGS FL

Dated on November 9, 2015

ROSEN MATERIALS LLC  
1371 SAWGRASS CORP PKWY  
SUNRISE, FL 33323

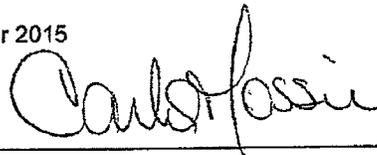


AUTHORIZED AGENT  
DREW ROSEN

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an authorized agent in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by DREW ROSEN who is personally known to me and did not take an oath.

SWORN TO AND SUBSCRIBED before me on the 9TH day of November 2015



*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996), effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*

ROSEN MATERIALS

1371 SAWGRASS CORP PKWY

SUNRISE, FL

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$4,200.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 9 day of November, 2015

SIGNED BY: [Signature]  
PRINTED NAME: Dennis C. French - Owner/MGR  
COMPANY: SLC Drywall, LLC

The foregoing instrument was acknowledged before me this 9 of November, 2015 by Jenna Lee Alter who is personally known to me or who has produced as identification and who did take an oath.

Jenna Lee Alter  
NOTARY PUBLIC, STATE OF Florida  
My Commission Expires: 8/23/19



Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**MATERIAL SUPPLIER'S UNCONDITIONAL FINAL  
WAIVER AND RELEASE OF LIEN RIGHTS**

The undersigned lienor hereby waives and releases its lien and right to claim a lien for materials furnished to SLC Drywall, LLC, on the following described property:

Eastmonte Park  
830 Magnolia Way  
Altamonte Springs, FL 32701

Dated On December 1, 2015

Lienor's Name: Atlantech Distribution, Inc.  
3919 E. 7<sup>th</sup> Ave.  
Tampa, fl 33605

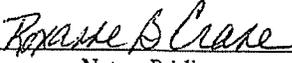
By: 

Print name / Title: R. L. Stewart / President

STATE OF North Carolina

COUNTY OF Mecklenburg

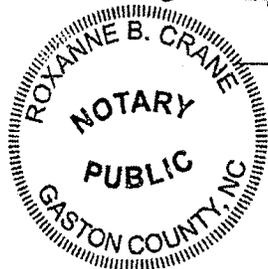
Personally appeared before me, this 1st day of December, 2015 who being duly sworn on oath says that he is R.L. Stewart, and that he hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

Signature 

Notary Public

March 19, 2020

Commission expires



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, A person may not require a lienor to furnish a wavier or release of lien that is different from the statutory form.



**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT**

Customer No: **0568293**

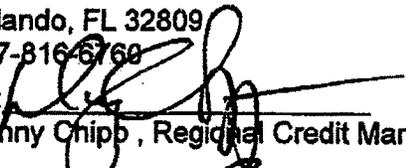
The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to RCOM GROUP INC on the job of EASTMONT PARK owned by CITY OF ALTAMONTE SPRINGS, to the following described property:

EASTMONT PARK 830 MAGNOLIA DR, ALTAMONTE SPRINGS FL Public; ITB15018 Account No. 0568293

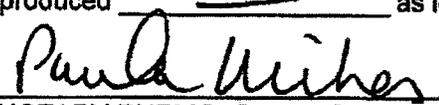
DATED 11/03/2015

**SUNBELT RENTALS INC**

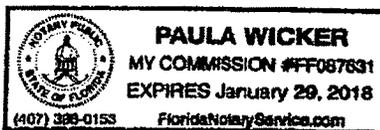
2015 Directors Row  
Orlando, FL 32809  
407-816-6760

By:   
Danny Chipp, Regional Credit Manager

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this 3 day of November 2015 by Danny Chipp, agent for Sunbelt Rentals Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

  
NOTARY PUBLIC, Orange County, FL

My Commission Expires: \_\_\_\_\_  
Document prepared by Darlene Walker





**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT**

Customer No: **0442225**

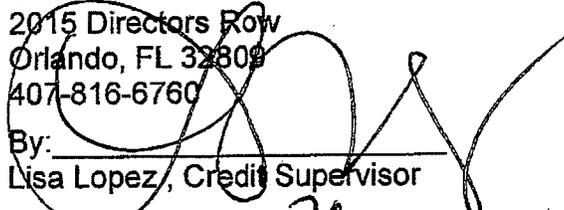
The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to ADDISON PROPERTIES INC A/K/A on the job of EASTMONTE CONCESSION BUILDING ITB #15-018 owned by CITY OF ALTAMONTE SPRINGS, to the following described property:

EASTMONTE CONCESSION BUILDING ITB #15-018 830 MAGNOLIA DR, ALTAMONTE SPRINGS FL PUBLIC; SEC 18 TWP 21S RGE 30E 18-21-30-300-0080-0000 Account No. 0442225

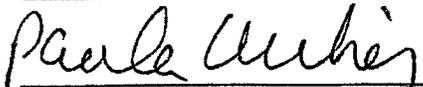
DATED 08/20/2015

**SUNBELT RENTALS INC**

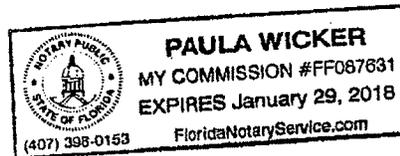
2015 Directors Row  
Orlando, FL 32809  
407-816-6760

By:   
Lisa Lopez, Credit Supervisor

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this 20 day of August 2015 by Lisa Lopez, agent for Sunbelt Rentals Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

  
NOTARY PUBLIC, Orange County, FL

My Commission Expires: \_\_\_\_\_  
Document prepared by Lisa Seymour



RECEIVED

OCT 02 2015

KCS

WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT



Customer No: 0418398

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to KENNEDY CONSTRUCTION SVCS INC on the job of EASTMONT CONCESSION owned by CITY OF ALTAMONTE SPRINGS, to the following described property:

EASTMONT CONCESSION 830 MAGNOLIA DR, ALTAMONTE SPRINGS FL Public; CONTRACT NUMBER ITB15018 Account No. 0418398

DATED 09/28/2015

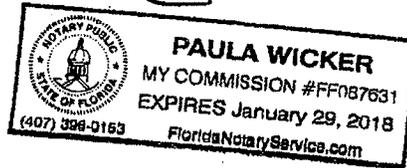
SUNBELT RENTALS INC

2015 Directors Row  
Orlando, FL 32809  
407-816-6760

By: [Signature]  
Danny Chipp, Regional Credit Manager

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME this 28 day of September 2015 by Danny Chipp, agent for Sunbelt Rentals Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

[Signature]  
NOTARY PUBLIC, Orange County, FL



My Commission Expires: \_\_\_\_\_  
Document prepared by Darlene Walker

# FINAL WAIVER OF LIEN

(Section 713.20(5) Florida Statutes)

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to SLC DRYWALL, LLC (customer) on the following job described property:

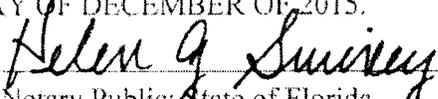
830 MAGNOLIA DRIVE  
ALTAMONTE SPRINGS, FL  
EASTMONTE PARK

DATED on 8<sup>TH</sup> OF  
DECEMBER OF 2015

SUNCOAST BUILDING MATERIALS INC  
102 WEST ILLIANA ST  
ORLANDO FL 32806

By:   
\_\_\_\_\_  
KEVIN GRAHAM  
GENERAL MANAGER

Before me, personally appeared, KEVIN GRAHAM, the GENERAL MANAGER of SUNCOAST BUILDING MATERIALS INC, who produced \_\_\_\_\_ as identification or is **personally known to me**, and who did take an oath, and acknowledged to and before me that he/she executed this instrument for the purposes therein expressed on behalf of said entity, this 8<sup>TH</sup> DAY OF DECEMBER OF 2015.

  
Notary Public, State of Florida  
My Commission Expires:

FILED IN 11  
COUNTY OF ALACHUA  
FLORIDA  
EXPIRES March 01, 2016  
Helen G. Sweeney

**UNCONDITIONAL FINAL RELEASE OF LIEN**

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$5,840.00 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

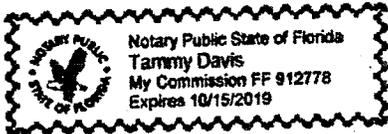
Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 2 day of November, 2015

SIGNED BY: [Signature]  
PRINTED NAME: Raymond Toof  
COMPANY: Sundance Architectural Products, LLC

The foregoing instrument was acknowledged before me this 2 of November, 2015 by Raymond Toof who is personally known to me or who has produced as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC, STATE OF FL  
My Commission Expires: 10/15/19



Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1321 / 11-02-15 / F /

11-02-'15 14:57 FROM-ALBU & ASSOCIATES

407-788-1463

T-262 P0003/0003 F-538

**UNCONDITIONAL FINAL RELEASE OF LIEN**

RECEIVED  
NOV 09 2015

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$440.40 ALBU & ASSOCIATES, INC. waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 830 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 2nd day of November, 2015

SIGNED BY: James Wertz VP  
PRINTED NAME: James Wertz, VP  
COMPANY: Tailored Foam of Florida, Inc.

The foregoing instrument was acknowledged before me this 2nd of November, 2015 by James Wertz who is personally known to me or who has produced N/A as identification and who did take an oath.

Phineas P. Caruso  
NOTARY PUBLIC, STATE OF FL  
My Commission Expires: 03/11/2019

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

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11-02-'15 14:57 FROM-ALBU & ASSOCIATES

407-788-1463

T-262 P0003/0003 F-538

**UNCONDITIONAL FINAL RELEASE OF LIEN**

160923

The undersigned lienor, in receipt of the final payment, in the amount of hereby \$440.40 waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Albu & Associates, Inc., on the job of City of Altamonte Springs (Owner) to the following described project / property:

Project Name: Eastmonte Concession, Altamonte Spg  
Project Address: 630 Magnolia Dr.  
Altamonte Spgs, Fl

WITNESS my hand and seal this 2nd day of November, 2015

SIGNED BY: James Wertz VP  
PRINTED NAME: James Wertz, VP  
COMPANY: Tailored Foam of Florida, Inc.

The foregoing instrument was acknowledged before me this 2nd of November, 2015 by James Wertz who is personally known to me or who has produced N/A as identification and who did take an oath.

Phonix Q. Q. Q.  
NOTARY PUBLIC, STATE OF FL  
My Commission Expires: 03/11/2019

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

PTOCR: 1647 / 11-02-15 / F /

# FINAL WAIVER AND RELEASE OF LIEN

886212514/4P20

The undersigned lienor, in consideration of the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to MJS CONCRETE on the job of CITY OF ALTAMONTE SPRINGS (owner), to the following described property:

830 MAGNOLIA DRIVE, ALTAMONTE SPRINGS, FLORIDA, "EASTMONTE CONCESSION BUILDING", CONTRACT NUMBER ITB15018, BOND NUMBER 09030324, SEMINOLE COUNTY, FLORIDA.

PTP

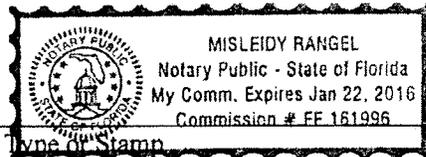
DATED on SEPTEMBER 1, 2015

VCNA PRESTIGE CONCRETE PRODUCTS INC  
407-802-3540  
8529 SOUTH PARK CIRCLE SUITE 820  
ORLANDO FL 32819

By:   
CARMEN HESS  
AGENT

Sworn to and subscribed before me this SEPTEMBER 1, 2015

  
\_\_\_\_\_  
Signature of Notary Public  
Commissioned State of Florida



Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR, Produced Identification N/A



WORLD ELECTRIC SUPPLY

249311-WORL

**UNCONDITIONAL FINAL WAIVER AND  
RELEASE OF LIEN**

The undersigned Lienor, in consideration of the sum of \$0.00 hereby waives and releases its lien and right to claim a lien for labor, service, or materials invoiced to CONTROL ELECTRIC SERVICES on the job of EASTEMONTE CONCESSIONS:

Following property:  
830 Magnolia Dr.  
Altamonte Springs, FL 32701

This waiver and release does not cover any retention or labor, services or materials invoices after date specified.

Dated: November 4, 2015

World Electric Supply

Brian Cheverie  
Operations Manager

State: Florida  
County: Orange

The forgoing release of lien was sworn to and subscribed before me this 4th day of November, 2015.

Personally known or provided identification: \_\_\_\_\_

Notary Public  
Commissioned State of Florida



Print, type or Stamp  
Name of Notary Public

*Note: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996, Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*