



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, JANUARY 17, 2013 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: December 20, 2012**
- 6. Special Presentations**
 - A. Sgt. Steve Towler - Award of Merit**
 - B. Police Officer First Class Lena DelGenio - Police Officer of the Year - 2012**
 - C. Police Officer Justin Axon - Award of Merit**
 - D. Police Officer First Class Matt Schaefer - Award of Merit**

7. Unfinished Business

8. New Business

- A. Request for a variance from Section 160.07 (B)(2)(b) for a storage shed at 264 Almyra Drive; Gregory Crawford, applicant (Public Hearing) (Gary Schindler, City Planner)**
- B. Ordinance No. 1479 - Final PUD for Gander Mountain, 3750 Flagg Lane; Brooks and Amaden, Inc./Nicholas Messina, applicant - First Reading (Public Hearing (Steve Noto, Planner)**
- C. Ordinance No. 1480 - Amending Waterside PUD, 1255 and 1275 W. Lake Mary Boulevard; LLC/Allan Goldberg, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)**
 - a. Preliminary Subdivision Approval (for informational purposes only)**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. Purchase of Computer Voice Stress Analysis (CVSA) equipment from Law Enforcement Trust Fund. (ATTACHMENT #1)**

B. Items for Information

- a. Monthly Department Reports. (ATTACHMENT #2)**

12. Mayor and Commissioners Report

- A. Resolution No. 914 - Supporting the legislative action agenda of the Florida League of Cities (Deputy Mayor Lucarelli)**

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: February 7, 2013



MEMORANDUM

DATE: January 17, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

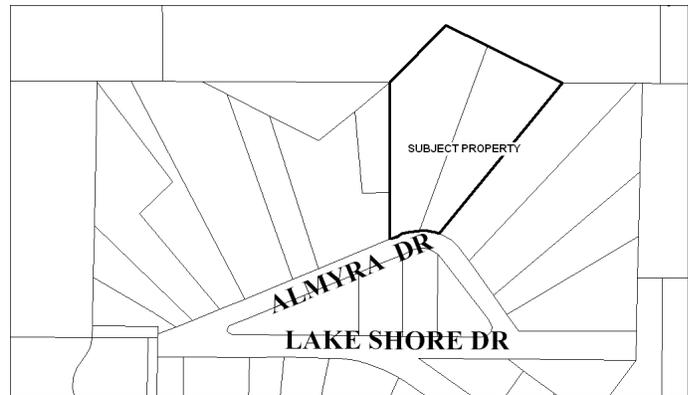
FROM: Gary Schindler

SUBJECT: Request for a variance from Section 160.07 (B)(2)(b) for a storage shed at 264 Almyra Drive; Gregory Crawford, applicant (Public Hearing) (Gary Schindler, City Planner)

REFERENCE: City Code of Ordinances, Section 160.07, Development Standards Adjacent to Wetland Protection Zones.

REQUEST:

The applicant is requesting a variance of 51' from the minimum 75' setback requirement for properties that front Crystal Lake. The request is for the purpose of constructing a 16'x24' accessory building. The primary use of the subject property is as single family residence.



DISCUSSION:

Site: The subject site is a single family residential property located at 264 Almyra Drive. The subject property is located on the north side of Almyra Drive, west of North Country Club Road. The property has a Low Density Residential land use designation and an R-1AA zoning classification.

History: Currently the site is developed with a single family residence constructed in 1972. The subject property is comprised of lots 10 & 11, of Lake Mary Manor (PB 9, PG 94). The subdivision was recorded in 1955, 36 years prior to the City's adoption of Chapter 160 in February of 1991.

The applicant wishes to construct a 384 sq. ft. work shop. The construction is to be located on the west side of the existing house, outside of the 25 foot wide environmental buffer; however, it is located within the 75 foot building setback area. A variance from the minimum 75' setback is required for the proposed construction.

At the November 13, 2012 meeting, the Planning and Zoning Board voted to continue this item to the December 11, 2012 meeting. This action was taken because the applicant was not present to answer questions about the use of the subject property. Subsequently, staff has ascertained that Mr. Crawford, the applicant, has a home occupation permit for a home office and a Business Tax Receipt (BTR) to operate a business out of the dwelling. Per Section 154.80, the definition of Home Occupation states that a home occupation may be conducted in either the main structure (residence) or in accessory or other permitted outbuilding (detached garages). In light of this language, it is staff's opinion that the proposed workshop could be used for residential and/or commercial purposes.

VARIANCES: The applicant has applied for a variance of 51' from the minimum 75' setback, per Chapter 160.07(B)(2)(b).

Variance Criteria (Section 154.06):

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

CRITERIA No. 1:	
<i>That a special condition and circumstance exists which is peculiar to the land, structures, or subdivision improvements involved, and which are not applicable to other lands, structures, or required improvements; and</i>	
FINDINGS OF FACT No. 1:	
Criteria met?	The subject property has a special condition that would support the requested variances. The subdivision was recorded in 1955, 36 years prior to the City's adoption of Chapter 160 in February of 1991. The existing house was built in 1972 and already encroaches into the 75 foot setback.
1. YES	

CRITERIA No. 2:	
<i>That the special conditions and circumstances do not result from the actions of the applicant; and</i>	
FINDINGS OF FACT No. 2:	
Criteria met?	The need for the requested variance is not the result of any action by the applicant. It is important to note that the house already encroaches into the 75 foot setback.
1. YES	

CRITERIA No. 3:	
<i>That granting the variance requested would not confer on the applicant any special privilege that is denied by the provisions of this section to other lands, structures, or required improvements under similar conditions. No pre-existing conditions on neighboring lands which are contrary to the provisions of the section shall be considered grounds for the issuance of variances; and</i>	
FINDINGS OF FACT No. 3:	
Criteria met?	Granting the variance requested would not confer on the applicant a special privilege that is denied by the provisions of this section to other lands, structures, or required improvements under similar conditions.
1. YES	

CRITERIA No. 4:	
<i>That literal interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other properties with similar conditions; and</i>	
FINDINGS OF FACT No. 4:	
Criteria met?	The literal interpretation of the provisions would deprive the applicant the right to use their property for the construction of the proposed workshop, which is a permitted accessory use to a single family residence.
1. YES	

CRITERIA No. 5:	
<i>That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or other improvements; and</i>	
FINDINGS OF FACT No. 5:	
Criteria met?	The requested variance is the minimum necessary for the subject property to meet the development standards requirement.
1. YES	

CRITERIA No. 6:	
<i>That the grant of the variance will be in harmony with the general intent and purpose of the ordinance, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.</i>	
FINDINGS OF FACT No. 6:	
Criteria met?	As long as the applicant uses the subject property only for residential purposes, granting of the variance will be in harmony with the general intent and purpose of the ordinance, would not be injurious to the neighborhood, or otherwise detrimental to the public welfare.
1. YES	

FINDINGS OF FACT No. 7: Staff finds that the applicant has met all of the criteria as stated above to grant a variance of 51' from the minimum 75' minimum building setback requirement with the condition that the subject property be used only for residential purposes. This does not prevent the applicant from applying for a Home Occupation for a home office.

PLANNING AND ZONING BOARD: At their regular December 11, 2012 meeting, the P&Z voted 4 to 0 to recommend approval of the requested variance of 51' from the minimum 75' building setback for a proposed workshop.

SIMILAR VARIANCE REQUEST: The City has approved between 15 and 20 variances related to the requirements of Chapter 160. In each case in which the City has approved variances, the lots were created before Chapter 160 was adopted and the variances did not result in additional density or lots.

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

LEGAL DESCRIPTION: Lots 10 & 11, LAKE MARY MANOR, according to the plat thereof, as recorded in Plat Book 9, Page 94, of the public records of Seminole County, Florida.

Attachments:

Location Map

Zoning Map

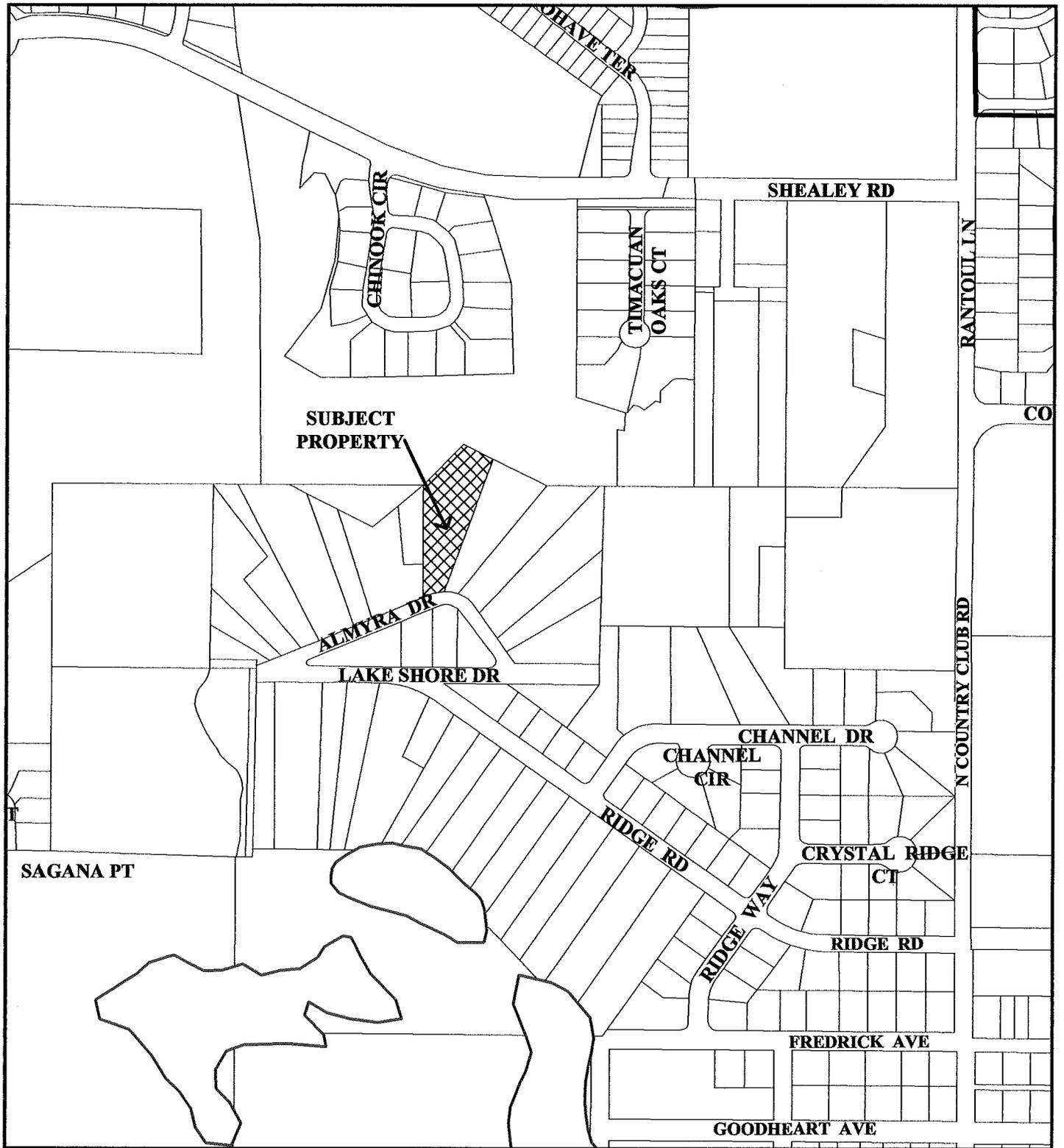
Future Land Use Map

Aerial

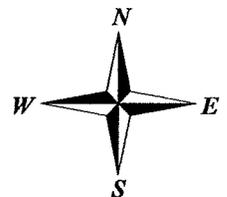
Boundary Survey showing sketch of workshop

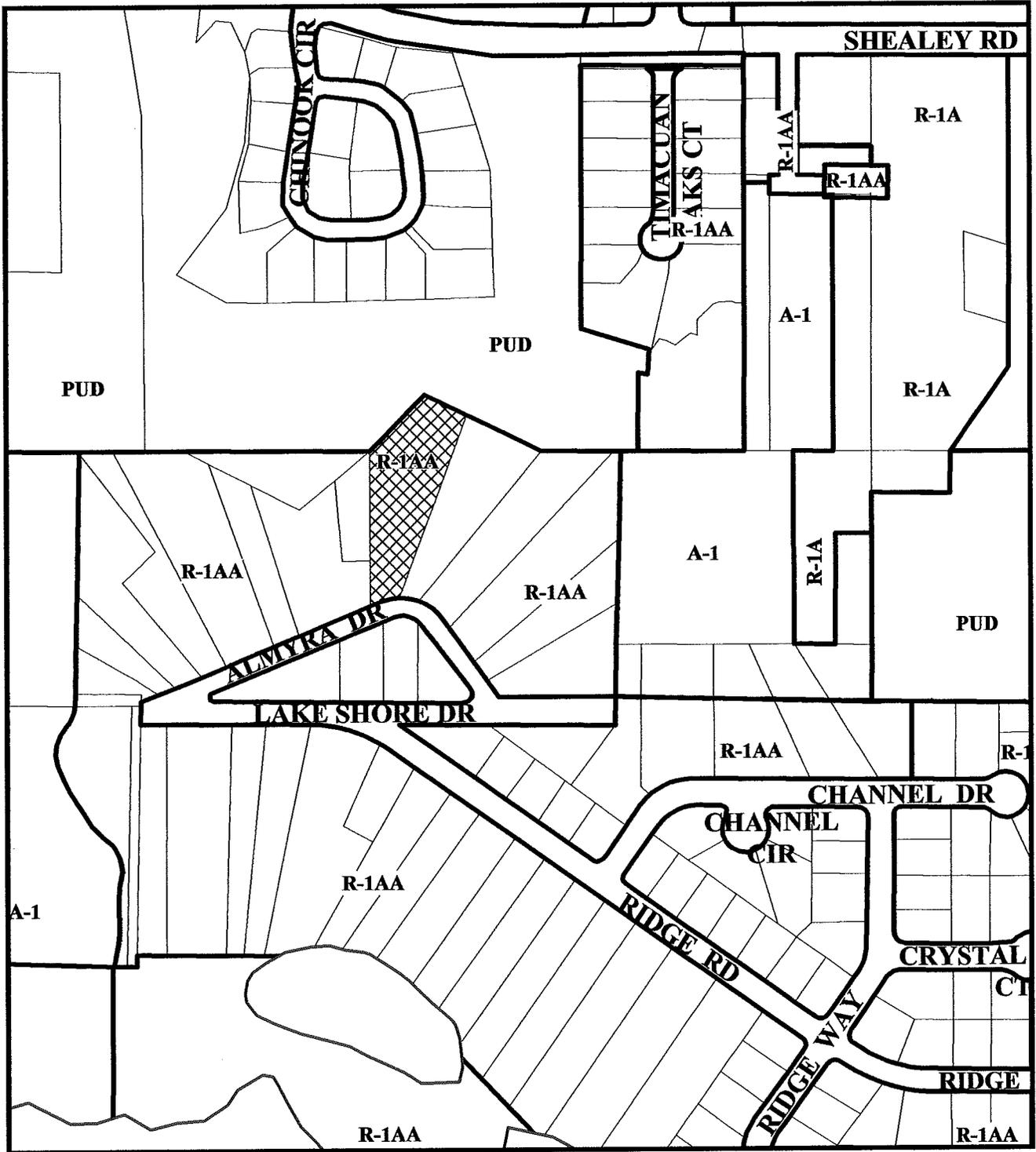
Minutes

2012VA02 264 Almyra Crawford CC



Location Map 264 Almyra Dr.



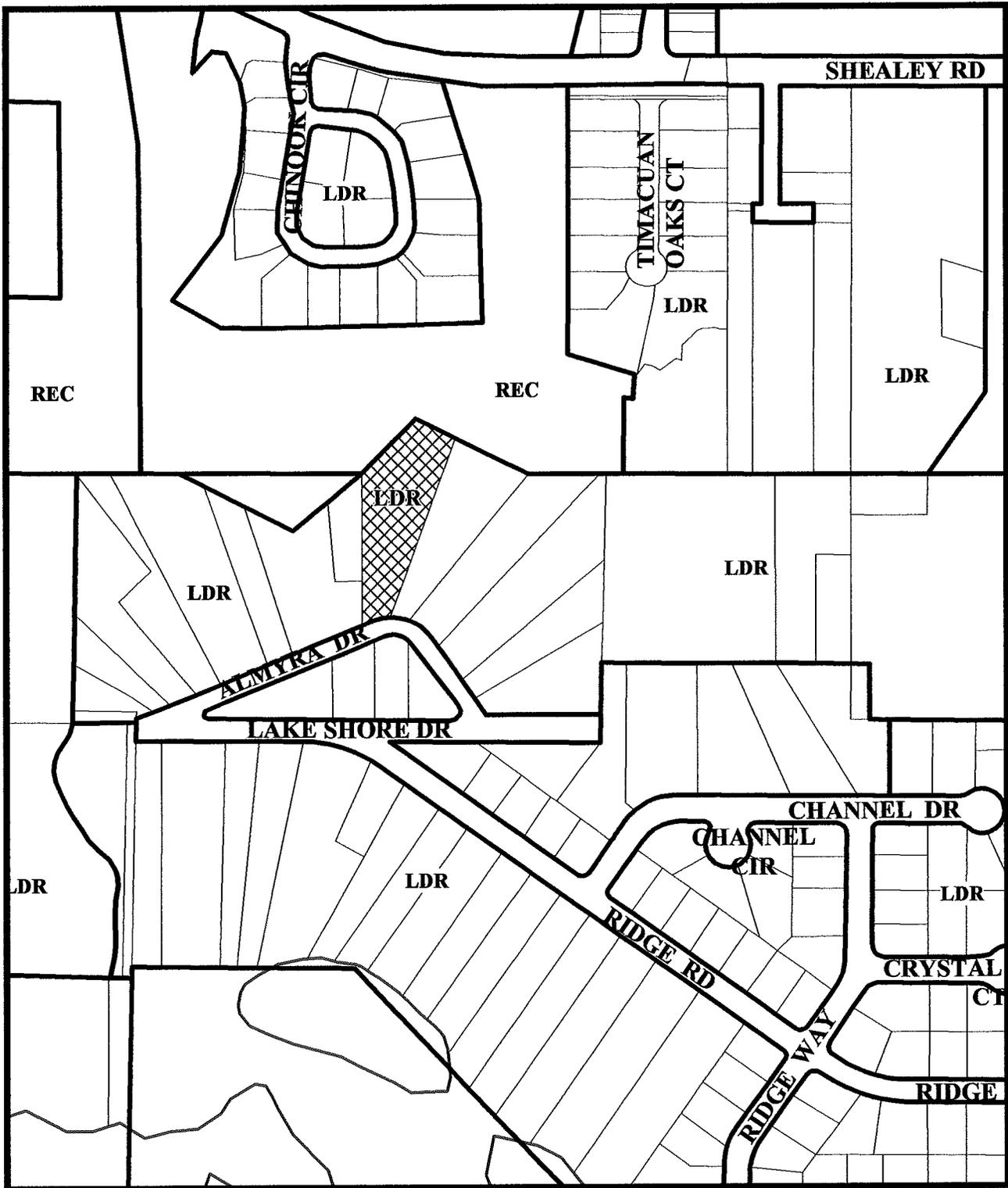


Zoning Map



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

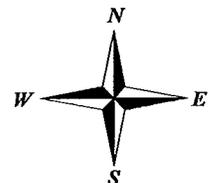


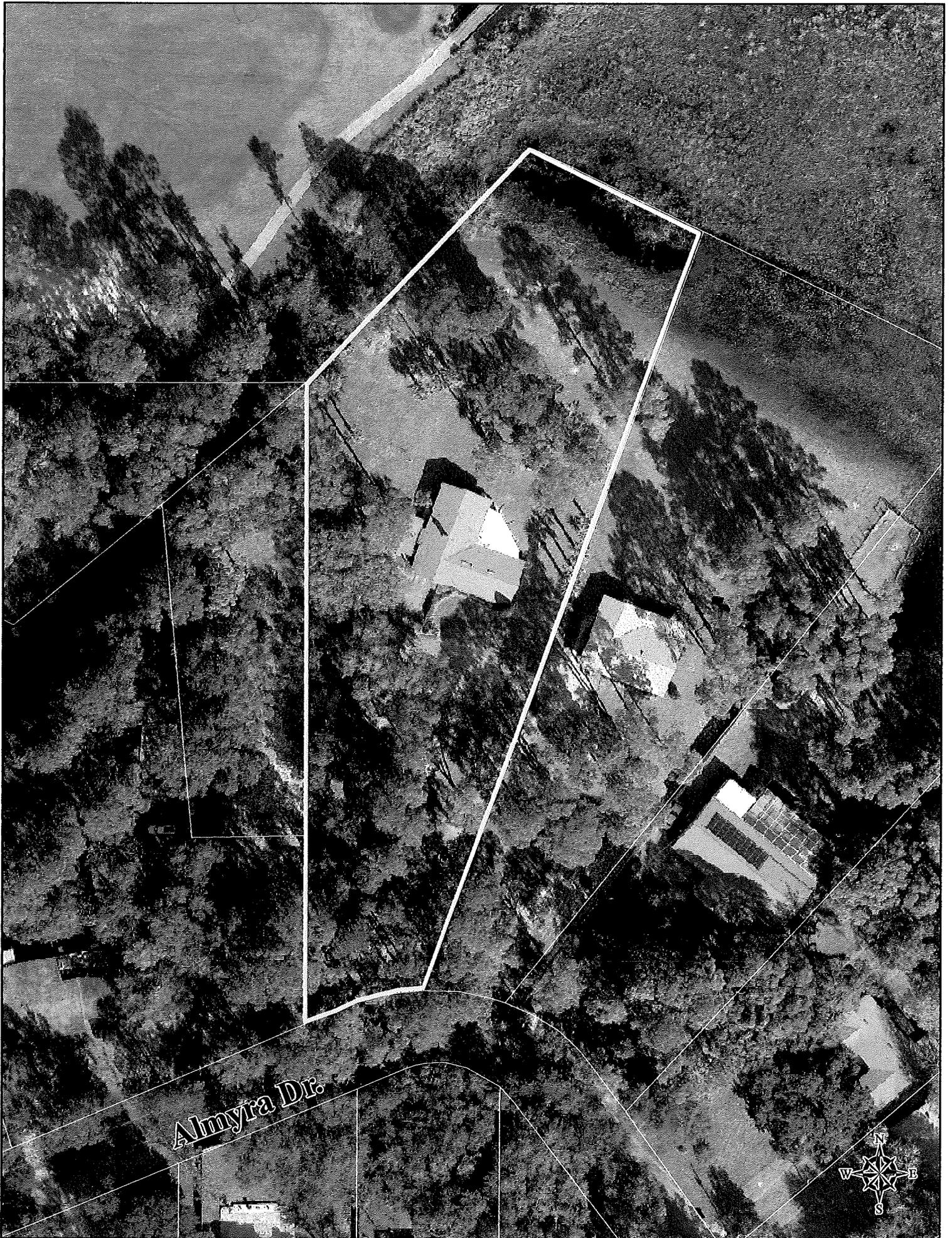


Future Land Use Map



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

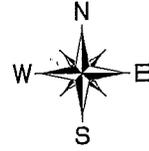




Almyra Dr.



CRYSTAL LAKE
(DRY)



SCALE 1"=30'
0 30 60

PROPOSED
SHED

FLOOD ZONE AE
BASE FLOOD ELEVATION 15.0 FT
45' LEVAT. SURV. FL. A.D.S.I.
S.D. 100 1000 1000 100

N69°32'16" E 320.91'(M)
SURVEY CLOSELINE

FLOOD ZONE X

35' BUFFER AREA FROM BFE LINE

75' SETBACK LINE FROM BUFFER

LOT 10

LOT 11

LOT 12

LOT 9

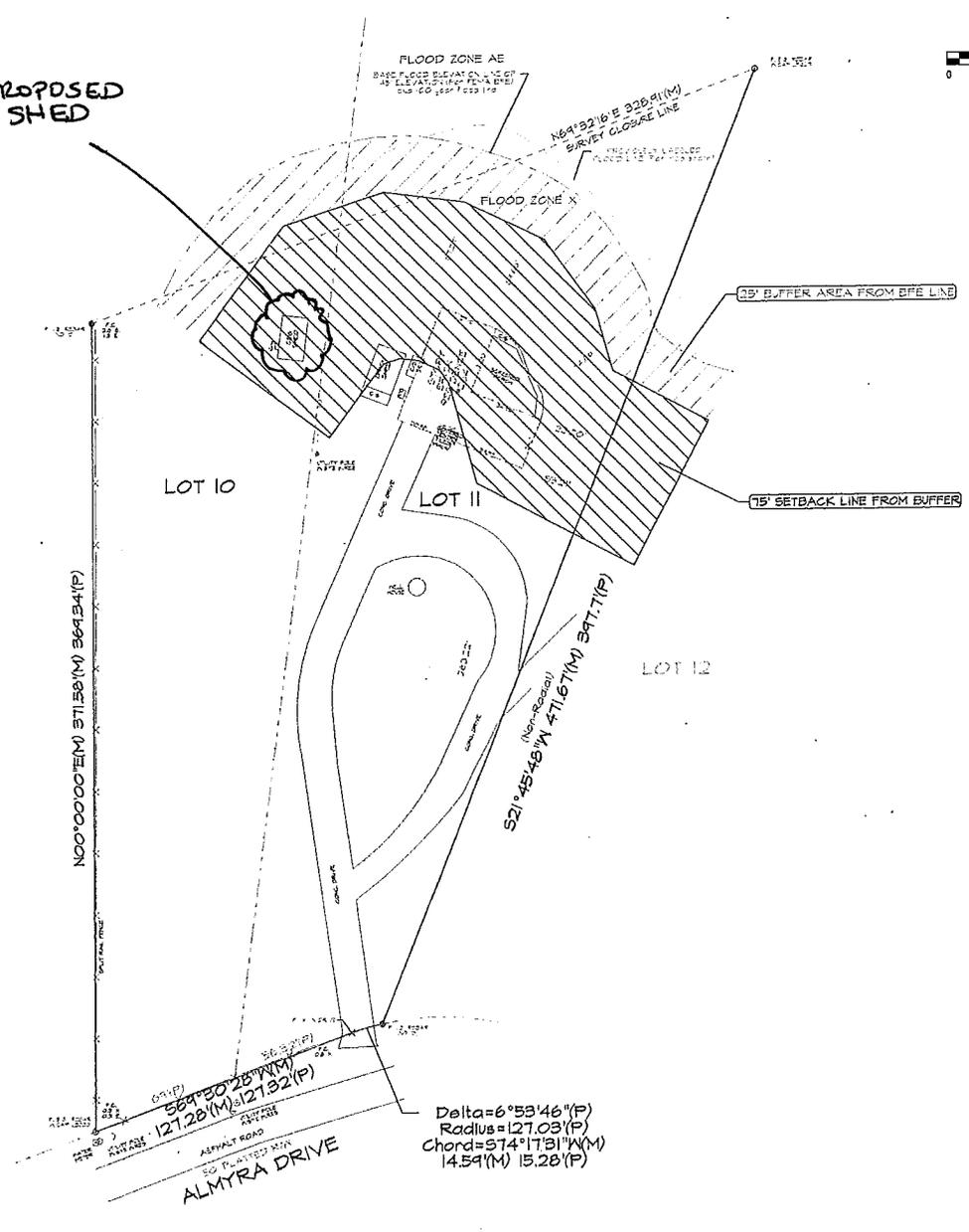
N00°00'00" E 571.58'(M) 564.84'(F)

S21°45'48" W 471.67'(M) 397.71'(F)
(Non-Adjacent)

S64°30'28" W 127.28'(M) 127.32'(F)

Delta=6°53'46" (F)
Radius=127.03 (F)
Chord=374°17'31" W (M)
14.59 (M) 15.28 (F)

ALMYRA DRIVE
ASPHALT ROAD
50' PLANTED MIN



1 A. 2012-VA-02: Recommendation to the City Commission regarding a variance
2 from Section 160.07 (B) (2) (b) for a storage shed at a single-family residential
3 property located at 264 Almyra Drive, Lake Mary, Florida; Applicant: Gregory L.
4 Crawford
5

6 Gary Schindler, City Planner, presented Item A. and the related Staff Report. A
7 copy of the Location Map attached to the Staff Report was on the overhead
8 projector. He said that this item was continued from the 11/13/12 P & Z meeting.
9 He stated that this request involves two issues, but only one is relevant tonight
10 and that is the variance itself. He said that staff asked Mr. Bruce Fleming, Sr.
11 Code Enforcement Officer, to look into the issue and staff discovered that, one,
12 the Applicant does have a home occupation permit for a home office. He stated
13 that in his discussions with Mr. Crawford, he said there was construction traffic
14 because he is having work done.
15

16 Mr. Schindler said that the issue is and remains to be the request for the
17 variance. He stated that the variance is for 51' from the 75' setback. He said
18 that the house was constructed in 1972 and the subdivision was recorded in
19 1955, so the house and the subdivision far predate the adoption of Chapter 160
20 regulations. He stated that, historically, the City Commission has approved such
21 requests (puts up plot plan attached to the Staff Report of what is being
22 requested). He explained that the hatched area is the 75' setback. He said that
23 had that been platted after Chapter 160 was adopted, this property would have
24 been configured differently and may not have been approved at all, but the
25 majority of the house is within the 75' setback. He stated that the Applicant is
26 proposing to build a workshop, and the workshop will encroach into the 75'
27 setback 51'.
28

29 Mr. Schindler concluded his presentation saying that staff has reviewed the six
30 variance criteria and has found that the Applicant has met all the criteria as
31 stated in the Staff Report to grant the variance of 51' from the minimum 75'
32 building setback requirement subject to one condition (see below under motion).
33

34 Member Cartmill asked, you said that the construction was already going on on
35 this?
36

37 Mr. Schindler answered, some construction. I'm not saying the construction for
38 the shed. The Applicant is here and would be better able to answer that
39 question.
40

41 Vice Chairman Taylor questioned, does residential purpose mean in support of a
42 home business?
43

DRAFT

1 Mr. Schindler responded, it means a home office.
2

3 Vice Chairman Taylor asked, I know he has a home office purpose, but does the
4 residential purpose of the shed mean he can use that in support of his home
5 business?
6

7 Mr. Schindler replied, yes, it does.
8

9 Chairman Hawkins requested the Applicant come forward and address the
10 Board.
11

12 Gregory L. Crawford, Applicant, 264 Almyra Drive, Lake Mary, Florida, came
13 forward and addressed the Board in favor of the proposed variance. He said that
14 he was contacted by Lake Mary Code Enforcement with concerns via phone
15 approximately three weeks ago and he told Mr. Fleming that he had a home
16 business license and that he also pulled a building permit to finish his garage off
17 and that some of the traffic that was coming in and out at that time was in part to
18 help facilitate the construction that went on there; that he pulled all the permits
19 and met all the requirements necessary for that, then Mr. Fleming said thank you
20 and goodbye.
21

22 Chairman Hawkins informed Mr. Crawford that the Board's main concern at the
23 11/13/12 P & Z meeting when he was unable to attend was the Board just
24 wanted some questions answered about the home business and whether this
25 shed was going to be used for a business.
26

27 Mr. Crawford stated that the shed is basically going to store his tools and stuff;
28 that he is starting to get older and he has collected, through the years, a number
29 of woodworking tools, welding equipment, and his house didn't have any storage
30 in it so he decided to build this shed to house all his tools and other stuff and
31 slowly ease into retirement at some point.
32

33 Chairman Hawkins opened the hearing to public comment. Hearing none, he
34 closed that portion and entertained board discussion and/or a motion.
35

36 Juan (John) A. Omana, Jr., Community Development Director, announced this
37 item is quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see attached)
38 was located at the back of the chambers for any interested party to sign in order
39 to be kept abreast of this matter.
40

41 **MOTION:**
42

DRAFT

1 Member Cartmill moved to recommend approval to the City Commission
2 the request by Gregory L. Crawford regarding a variance from Section 160.07
3 (B) (2) (b) for a storage shed at a single-family residential property located at
4 264 Almyra Drive, Lake Mary, Florida, consistent with staff's seven Findings
5 of Fact listed in the Staff Report and subject to the following condition.
6 Member Miller seconded the motion, which carried unanimously 4-0.
7

8 **CONDITION:**
9

- 10 1. The subject property is to be used for residential purposes only. This
11 does not prevent the Applicant from applying for a Home Occupation for a
12 home office.
13

14 Mr. Omana announced that this item will be moving forward to the City
15 Commission's January 2013 cycle.
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QUASI-JUDICIAL SIGN-IN SHEET

12/11, 2012
P+2 MEETING

(please print)

Name Marion Anderson Phone No. 407-322-8029

Address 3840 Stillwood Lane

Item of Interest Subdivin Plan for Waterside

Name Cindy Anderson Phone No. 321-689-1291

Address 3840 Stillwood Lane

Item of Interest Subdivision Plan for Waterside

Name DELORES LASH Phone No. _____

Address P.O. Box 950128 LAKE MARY

Item of Interest _____

Name JOHN LAKE Phone No. 407 322 1752

Address 3850 STILLWOOD LN

Item of Interest WATERSIDE development

Name BESS CRANDALL Phone No. 407-314-7700

Address 264 ALMYRA DR. LA MARY FL 32746

Item of Interest VARIANCES

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: January 17, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Ordinance No. 1479 - Final PUD for Gander Mountain, 3750 Flagg Lane;
Brooks and Amaden, Inc./Nicholas Messina, applicant - First Reading
(Public Hearing (Steve Noto, Planner))

REFERENCE: City's Final PUD regulations, the City's Code of Ordinances and Comprehensive Plan.

REQUEST: The applicant proposes to rezone the property to PUD to allow for a reconfiguration of Flagg Ln., construction of a Veterans and First Responders memorial plaza and other improvements, as well as creating entitlements for a maximum 8,400 sq. ft. building at the northwest corner of the property.



CONSIDERATIONS:

Location: The subject property is generally located at the southwest corner of W. Lake Mary Blvd. and Lake Emma Rd. It is Lot 3 of the Corporate Pointe subdivision, which was platted in 1992.

Description: The property to be rezoned is +/- 15.16 acres, and has Seminole County Parcel ID number 18-20-30-510-0000-0030. Currently the property consists of the Gander Mountain retail store.

Zoning:

NW C-2	N C-2	NE C-1
W Interstate 4	SITE C-2	E Seminole County
SW M-1A	S M-1A	SE M-1A

Future Land Use:

NW COM	N COM	NE COM
W Interstate 4	SITE COM	E Seminole County
SW COM	S COM	SE COM

FINAL PUD PLAN: The subject property has Commercial (COM) land use, and C-2, Commercial District, zoning. The applicant is proposing to reconfigure Flagg Ln. to create an entry feature and memorial plaza. The applicant will also be reconfiguring two stormwater ponds on the property, providing for additional signage, and providing entitlements for a future out building. The proposed permitted and prohibited uses for the PUD are outlined on pages 6-8 in the Developer's Agreement.

The PUD will be developed in 2 phases. Phase 1A will occur within thirty (30) days following the City's approval of a development plan for Phase 1A. Phase 1B will occur on or before six (6) months following the completion of Phase 1A. Phase 2 will not occur until there is a tenant(s) for the new out building.

Phase 1A of the PUD includes the following:

1. New Flagg Ln. entry drive.
2. Adjustment of stormwater pond adjacent to Flagg Ln.
3. New 'Welcome to Lake Mary' sign at Flagg Ln. and W. Lake Mary Blvd.
4. Flagstone wall along Flagg Lane with Gander Mountain logo and flagpoles
5. Memorial for Veterans and First Responders with flagpoles.
6. Parking area improvements: Installing landscaping in parking islands, installing/repairing irrigation, and repairing/replacing broken/chipped curbing.
7. Resurface and restripe parking area, including the Recapture Site.
8. Add new five foot wide striped access route from Gander Mountain building to Memorial
9. Add new wall signage of up to 498.86 sq. ft. on the Gander Mountain building.

Phase 1B of the PUD includes the following:

1. Installation of landscaping in parking islands, installation/repair of irrigation in parking islands, and repairing/replacing broken/chipped curbing within the Phase 1B boundary.

Phase 2 of the PUD includes the following:

1. New building on Recapture site that shall not exceed 8,400 sq. ft.
2. Installation of signage for Phase 2 building
3. Adjustment of stormwater pipes to accommodate new building
4. Adjustment of stormwater ponds as necessary for Phase 2 building
5. Addition of new five foot wide access from the Phase 2 building to the Memorial
6. Adjustment of site area impacted by Phase 2 building, to include, if necessary, more parking behind the Gander Mountain building.

Maintenance of New Entry Drive, Flagg Lane & Memorial – As outlined in the Developer's Agreement on page 5, the City will continue to maintain Flagg Lane as it has in the past, not including the Flagg Lane improvements. LMBT (owner) and Gander Mountain will be responsible for maintaining the improvement areas as shown graphically in Exhibit "G" of the PUD agreement. Gander Mountain will be fully responsible for maintenance of the Memorial area. In the event that Gander Mountain leaves the site, LMBT will assume all maintenance responsibilities for the Memorial.

Signage – As part of the PUD, the City will be entering in to a 20 year Sign Lease Agreement with LMBT, the property owner. The agreement allows the owner to construct a new "Welcome to Lake Mary" sign at the intersection of Flagg Ln. and W. Lake Mary Blvd. This sign will also feature signage for Gander Mountain and the Memorial Plaza. The terms of the agreement are outlined in Exhibit "H" of the PUD agreement.

As referenced above, the PUD allows for a total of 498.86 sq. ft. of wall signage on the Gander Mountain building. The west façade, facing I-4, will have two signs totaling 217.07 sq. ft. The north façade, the main entrance, will have two signs totaling 281.79 sq. ft. The signage allotted for the Phase 2 building is consistent with the C2 and I-4 bonus portions of the City's sign code.

Parking – Currently, the subject property consists of 484 parking spaces. With the addition of the Phase 2 building, the subject property will be required to have 569 spaces, all of which are provided for in the Final PUD plan. A parking analysis will also be completed prior to approval of the Phase 2 building.

FINDINGS OF FACT: Staff finds that the request for Final Planned Unit Development plan for Gander Mountain, located at 3750 Flagg Ln., is consistent with the relevant criteria of the City's Final PUD regulations, the City's Code of Ordinances and Comprehensive Plan and recommends approval.

PLANNING AND ZONING BOARD: At their regular December 11, 2012 meeting, the Planning and Zoning Board voted unanimously, 4-0, to recommend approval of the proposed Final PUD with one condition:

1. Planning and Zoning Board recommends that the remaining portion of Flagg Lane be cleaned up and maintained, with or without irrigation and landscaping, as part of Phase 1B.

ATTACHMENTS:

- Ordinance No. 1479
- Developer's Agreement (As Attachment to Ordinance)
- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- December 11, 2012 Planning & Zoning Board Minutes
- Final PUD Plan

ORDINANCE NO. 1479

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED SOUTH OF LAKE MARY BOULEVARD, EAST OF INTERSTATE FOUR, AND WEST OF LAKE EMMA ROAD, HEREIN DEFINED FROM THE PRESENT CITY ZONING CLASSIFICATION OF C-2, COMMERCIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, LMBT Associates, LLC., Applicant, has petitioned the City of Lake Mary, Florida, to rezone the following described properties located within the City of Lake Mary, Florida, which are currently in a zoning classification of C-2, Commercial District; and

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

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

WHEREAS, the Planning and Zoning Board recommended approval of this rezoning at its December 11, 2012 meeting; and

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

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

Section 1. That the City Commission in order to promote the health and general welfare of the citizens of Lake Mary, Florida, and to establish the highest and best use of real property within the City of Lake Mary, Florida, hereby rezones the following described properties from their present C-2, Commercial District, zoning district to the PUD, Planned Unit Development zoning district:

SEE EXHIBIT "A" OF ATTACHMENT "A" FOR LEGAL DESCRIPTION

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

Section 3. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

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

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

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

FIRST READING: January 17, 2013

SECOND READING: February 7, 2013

PASSED AND ADOPTED this 7th day of February, 2013.

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

This instrument was prepared by
and should be returned to:
Miranda F. Fitzgerald, Esq.
LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.
215 N. Eola Drive
P.O. Box 2809
Orlando, FL 32802-2809

GANDER MOUNTAIN AT LAKE MARY PUD DEVELOPER'S AGREEMENT

THIS GANDER MOUNTAIN DEVELOPER'S AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 20___, by and among the **CITY OF LAKE MARY**, a municipality organized and existing under the laws of the State of Florida, whose address for purposes of this Agreement is Post Office Box 958445, Lake Mary, FL 32795-8445 (the "**City**"), **LMBT ASSOCIATES, LLC**, a Delaware limited liability company, whose address for purposes of this Agreement is c/o EBL&S Property Management, Inc., 230 S. Broad Street, Mezzanine Floor, Philadelphia, PA 19102 ("**LMBT**"), and **GANDER MOUNTAIN COMPANY**, a Minnesota corporation, whose address for the purposes of this Agreement is 180 E. Fifth Street, 13th Floor, St. Paul, MN 55101 ("**Gander Mountain**").

RECITALS

WHEREAS, the property that is the subject of this Agreement is located in the City of Lake Mary, Seminole County, Florida, as set forth in the legal description attached hereto as **Exhibit "A"** and by reference incorporated herein (the "**Property**"); and

WHEREAS, LMBT is the owner of that portion of the Property legally described as Lot 3 of Corporate Pointe, according to the map or plat thereof as recorded in Plat Book 45, Pages 30 & 31 of the Public Records of Seminole County, Florida ("**Lot 3**"), as depicted on the Final PUD Plan, as hereinafter defined; and

WHEREAS, the City is the owner of the Old Lake Emma Road right-of-way (now known as "**Flagg Lane**") which is included within the boundaries of the PUD; and

WHEREAS, the City is also the owner of the parcel described in **Exhibit "B"** (the "**New Sign Parcel**") which is also included within the boundaries of the PUD; and

WHEREAS, the City has agreed to lease the New Sign Parcel to LMBT for construction of a pylon sign featuring the Lake Mary City Logo with the words, "Welcome to Lake Mary," along with panel displays for the "Memorial," as hereinafter defined, and one (1) additional retail user, as provided in this Agreement; and

WHEREAS, LMBT and Gander Mountain are, respectively, the Landlord and the Tenant of Lot 3 under that certain unrecorded Lease Agreement between Lake Mary Business Trust, the predecessor in interest to LMBT, and Gander Mountain, dated August 11, 2005, as amended by that certain unrecorded First Amendment to Lease Agreement between Lake Mary Business Trust and Gander Mountain, dated March 18, 2007, and as it may be further amended (collectively the "**Gander Mountain Lease**"); and

WHEREAS, LMBT and Gander Mountain intend to use, maintain, develop and/or redevelop the Property as a commercial planned unit development named "Gander Mountain at Lake Mary" (the "PUD") in accordance with that certain Planned Unit Development Ordinance No. _____ adopted by the City Commission on _____, 20__; and

WHEREAS, the City is authorized to regulate the use, development and re-development of the Property; and

WHEREAS, the City approved a Preliminary PUD Plan for the Property on August 4, 2011 (the "Approved Preliminary PUD Plan"); and

WHEREAS, following its determination on the Approved Preliminary PUD Plan, the City Commission reviewed and approved the Final PUD Plan during its _____, 20__ public hearing (the "Final PUD Plan"). At that hearing, the City Commission determined that the Final PUD Plan incorporates the revisions requested by the City Commission and otherwise substantially conforms to the Approved Preliminary PUD Plan; and

WHEREAS, the parties hereto are mutually desirous of entering into this Agreement which will supersede and take precedence over any and all ordinances, rules, codes, or regulations of the City that are different from or contradictory with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein.

2. Planned Unit Development (PUD). The Property is hereby declared to be a planned unit development in accordance with Section 154.61 of the City of Lake Mary Code to allow diversification of uses, structures, and open space in a manner compatible with permitted land uses and in accordance with the Final PUD Plan.

3. Potential Replat. The Property included in the PUD boundary encompasses all of Lot 3 and a portion of the Old Lake Emma Road right-of-way (now known as "Flagg Lane"), as depicted on the Final PUD Plan. Under the terms of the Gander Mountain Lease, LMBT has the right but not the obligation to "recapture" a portion of Lot 3 from the Gander Mountain Lease and develop it for LMBT's benefit, subject to terms and conditions of the Gander Mountain Lease, the Final PUD Plan and this Agreement (the "Recapture Site"). A legal description and location sketch of the Recapture Site are attached as Exhibit "C." If LMBT exercises its recapture rights under the Gander Mountain Lease, Lot 3 may be replatted into two (2) separate and distinct lots. One of the replatted lots shall include the existing Gander Mountain building (the "Phase 1 Building") and all of Lot 3 minus the Recapture Site, and the other replatted lot shall be the Recapture Site. The replat of Lot 3 shall satisfy all City requirements for replatting a lot within an existing plat and the terms and conditions of this Agreement. The New Sign Parcel does not need to be included in the Corporate Pointe Subdivision and can be used for its intended purposes as a separately described parcel.

4. Phased PUD. The Final PUD Plan depicts Phase 1A, Phase 1B and Phase 2 improvements. The boundary line of Phase 1A is depicted on Exhibit "D" attached hereto (the "Phase 1A Boundary"); the boundary line of Phase 1B is depicted on Exhibit "E" attached hereto (the "Phase 1B Boundary"); and the boundary line of Phase 2 is depicted on Exhibit "F" attached hereto (the "Phase 2 Boundary"). There is an intentional overlap between the Phase 1A Boundary and the Phase 2 Boundary and an intentional overlap between the Phase 1B Boundary and the Phase 2 Boundary.

A. Phase 1A Improvements. The Phase 1A Improvements consist of the following:

- (i) Construction of a new entry drive to serve the Property as an extension from the paved portion of Flagg Lane that runs south from Lake Mary Boulevard (the "**New Entry Drive**").
- (ii) Adjustment of the stormwater pond adjacent to Flagg Lane to accommodate the New Entry Drive.
- (iii) Construction of a new "Welcome to Lake Mary" sign on the New Sign Parcel in accordance with the provisions of Paragraph 6 of this Agreement and the Final PUD Plan.
- (iv) Construction of a flagstone wall adjacent to the New Entry Drive with the Gander Mountain Logo, flagpoles and landscaping within the right-of-way for Flagg Lane at the location depicted on the Final PUD Plan. The City shall issue a right-of-way utilization permit to LMBT/Gander Mountain that will authorize installation and maintenance of the wall, flagpoles and landscaping in this area. The wall shall not exceed eight (8) feet in height and the flagpoles shall not exceed forty-five (45) feet in height.
- (v) Construction of a Memorial for Veterans and First Responders (the "**Memorial**") with flagpoles in the location depicted on the Final PUD Plan.
- (vi) Installing landscaping in the parking islands in the portion of the parking area that is included within the Phase 1A Boundary; installing or repairing an irrigation system to serve the parking islands within the Phase 1A Boundary; repairing or replacing broken or chipped curbing around the parking islands within the Phase 1A Boundary.
- (vii) Resurfacing and re-striping the parking area within the Phase 1A Boundary, including the Recapture Site.
- (viii) Adding a new five (5) foot wide striped access route from the existing Gander Mountain building to the Memorial.

- (ix) Adding new wall signage of up to 498.86 square feet to the Phase 1 Building as depicted on Sheet C1 of the Final PUD Plan.

B. Phase 1B Improvements. The Phase 1B Improvements consist of installing landscaping in the parking islands in the portion of the parking area that is included within the Phase 1B Boundary; installing or repairing an irrigation system to serve the parking islands within the Phase 1B Boundary; and repairing or replacing broken or chipped curbing around the parking islands within the Phase 1B Boundary.

Construction and/or installation of the Phase 1A Improvements shall commence within thirty (30) days following the City's approval of a development plan for the Phase 1A Improvements. Construction and/or installation of the Phase 1B Improvements shall commence on or before that date which is six (6) months following completion of the Phase 1A Improvements.

C. Phase 2 Improvements. The Phase 2 Improvements relate to and are contingent upon LMBT's proceeding with development of the Recapture Site. The approximate location of the Recapture Site is depicted on the Final PUD Plan as a 9,300 sf building pad area with 5-foot sidewalk. In the event LMBT exercises its recapture rights under the Gander Mountain Lease and elects to proceed with development of the Recapture Site, the Phase 2 Improvements shall consist of the following:

- (i) Construction of a new building on the Recapture Site that does not exceed 8,400 sf, that is of a quality consistent with the Phase 1 Building (the "**Phase 2 Building**").
- (ii) Installation of signage for the Phase 2 Building in accordance with the provisions of Paragraph 7 of this Agreement.
- (iii) Adjustment of stormwater pipes to accommodate the Phase 2 Building.
- (iv) Adjustment of stormwater ponds as may be necessary to accommodate the Phase 2 Building.
- (v) Addition of a new five (5) foot wide striped access route from the Phase 2 Building to the Memorial.
- (vi) Adjustment of drive aisles, landscaping, irrigation and islands, as well as resurfacing and re-striping of any existing parking area that may be damaged or adversely impacted by development of the Recapture Site within the Phase 2 Boundary and, if necessary, the addition of a new parking area within the Phase 2 Boundary at the rear of the existing Phase 1 Building as shown on the Final PUD Plan. The number and location of parking spaces shown on the Final PUD Plan are conceptual in nature and are intended only to demonstrate the Property's ability to fully accommodate the Phase 1 Building's use and the most intensive potential use (restaurant)

for the Phase 2 Building. At time of submittal of a development plan for the Recapture Site, LMBT shall submit a trip generation study and a signed and sealed detailed parking analysis conducted by a traffic engineer for the PUD that accurately reflects the size of the Phase 2 Building and type of use proposed, as well as the then-existing uses within the PUD.

5. Maintenance of New Entry Drive and Flagg Lane. The City shall continue to maintain Flagg Lane to the extent the City currently maintains Flagg Lane, but shall not maintain new improvements to Flagg Lane, and shall issue a right of way utilization permit to LMBT and/or Gander Mountain for any supplemental improvements or maintenance that may be desired by LMBT and/or Gander Mountain, which shall be the sole responsibility of the party initiating any such supplemental improvements or maintenance. The specific areas of maintenance responsibility allocated between the City and LMBT/Gander Mountain are shown in the Right-of-Way Maintenance Exhibit attached hereto as **Exhibit "G."**

6. Maintenance of Memorial. The City shall have no maintenance responsibility regarding the Memorial. Gander Mountain shall be responsible for maintaining the Memorial during the term of the Gander Mountain Lease. LMBT shall be allowed to remove the Memorial, if it elects to do so, following the expiration or earlier termination of the Gander Mountain Lease. However, in the event LMBT elects to retain the Memorial following expiration or termination of the Gander Mountain Lease, LMBT shall assume all maintenance responsibilities for the Memorial.

7. Lease of New Sign Parcel and Welcome to Lake Mary Sign.

A. Lease of New Sign Parcel to LMBT. The City and LMBT shall enter into a lease agreement for the New Sign Parcel (the "**Sign Lease**") that shall be substantially similar in form to the document attached hereto as **Exhibit "H."**

B. Sign Construction: The City hereby approves the construction of a pylon entry sign on the New Sign Parcel. This sign shall feature the Lake Mary City Logo with the words "Welcome to Lake Mary," as well as panel displays for the Memorial and for one retail user which may be Gander Mountain, any other single owner or tenant of Lot 3, or any single owner or tenant of the Recapture Site. This sign shall substantially conform in dimensions and appearance to the Primary Entry Pylon Sign drawing included as Sheet C1 in the Final PUD Plan.

8. Phase 2 Building Signage. The Phase 2 Building shall be permitted to have wall signage as follows:

A. The maximum sign area for the façade facing Interstate 4 shall not exceed 200 sf;

B. Allowable sign area for all other façades with an entrance to the general public shall be 2 sf per building wall linear foot;

- C. Electronic signs or signs of a flashing, animated or rotating nature and bare-bulb signs shall be prohibited.

9. Recapture Site Signage. In the event the Recapture Site is developed, the Interstate 4 side of the building shall be permitted to have wall signage as permitted in accordance with Ordinance 1029, the Lake Mary Sign Code.

10. Land Uses.

A. Permitted Uses for Phase 1 and Phase 2 Buildings:

- (i) Professional offices offering consulting services, such as architects, attorneys, engineers, accounts, doctors, dentists and the like.
- (ii) Real estate offices.
- (iii) General office uses.
- (iv) Restaurants, delicatessens and establishments for the retail sales of prepared foods, including establishments which serve alcohol for the consumption on premises.
- (v) Retail sales establishments, such as sporting goods stores, supermarkets, bakeries, hardware stores, florists, gift shops, department stores, drug stores, discount/outlet stores and other similar businesses, including but not limited to sales of the following items: apparel, shoes, tires, batteries, or other automotive accessories, equipment and parts, and the inspection, repair, maintenance and servicing of motorized vehicles (similar to services offered by Pep Boys, Jiffy Lube, Monroe Muffler/Brake Service, Just Tires and similar operations), as well as sales and rental of videotapes, cassette tapes, compact discs or any other visual or audio products, or other technical evolution of any such products.
- (vi) Dry cleaners with drive-thru facilities, but no on-site processing.
- (vii) Personal service establishments.
- (viii) Shopping centers.
- (ix) Community services and facilities.
- (x) Clinics that do not include overnight treatment or housing of patients (excluding clinics for the treatment of substance abuse).
- (xi) Construction trailers.

- (xii) Any other use permitted by the C-1, C-2, or PO Zoning District not expressly prohibited by this Agreement.

Notwithstanding anything contained in this subsection 10 A(xii), if any other use permitted by the C-1, C-2 or PO Zoning Districts are limited, pursuant to the terms of this Agreement, to only the Phase 1 Building or the Phase 2 Building, the terms of this Agreement limiting the specific use to only the Phase 1 Building or the Phase 2 Building shall control.

B. Additional Permitted Uses for Only Phase 1 Building:

- (i) A Gander Mtn. store or other business engaging in the following:
 - (a) retail sales, rental and service of hunting (including without limitation firearms and ammunition), fishing, camping and outdoor apparel and footwear products, equipment and related accessories;
 - (b) retail sales, rental and service of all-terrain vehicles, go-carts, dune buggies, dirt bikes, utility vehicles, scooters, motorcycles and related sports vehicles;
 - (c) retail sales, rental and service of canoes, kayaks, boats, boat trailers, utility trailers, marine products, motors and other similar vessels and merchandise;
 - (d) education and training in hunting, fishing, camping and other outdoors skills (including without limitation classroom training, operation of a simulated and live-fire shooting range and operation of a virtual simulation environment);
 - (e) the outside storage and display of any of the foregoing; and
 - (f) other uses incidental or accessory to the foregoing.
- (ii) Home improvement stores/building supply stores with outside storage.
- (iii) Theatres.
- (iv) Health and fitness clubs or spas.

C. Additional Permitted Uses for Only Phase 2 Building:

- (i) Restaurants with drive-thru facilities, outdoor seating, indoor and/or outdoor play or recreation areas.
- (ii) Banks and financial institutions with drive-thru facilities.
- (iii) Pharmacies with drive-thru facilities.
- (iv) Convenience stores.

D. Prohibited Uses Within Phase 1 and Phase 2 Buildings:

- (i) Parking garages.

- (ii) Nursing homes, living quarters and adult congregate living facilities.
- (iii) Child care centers.
- (iv) Animal hospitals/veterinary clinics.
- (v) Post offices.
- (vi) Funeral homes or mortuaries.
- (vii) Automobile service stations, but not prohibiting stores that sell tires, batteries and accessories, equipment and parts, and the inspection, repair, maintenance and servicing of motorized vehicles (similar to services offered by Pep Boys, Jiffy Lube, Monroe Muffler/Brake Service, Just Tires and similar operations).
- (viii) Auto body repair shops.
- (ix) Any outside storage of disabled or damaged motor vehicles or any outside storage of used auto parts for resale, except temporary outside storage of motor vehicles that are scheduled for servicing by any of the permitted automotive uses such as Pep Boys, Jiffy Lube, Monroe Muffler/Brake Service, Just Tires and similar operations.
- (x) Bars, cocktail lounges, pool rooms, night clubs or dance halls.
- (xi) Package stores or liquor stores.
- (xii) Hotels or motels.
- (xiii) Pawn shops and flea markets.
- (xiv) Night clubs or dance halls.
- (xv) Recreational facilities including bowling alleys, miniature golf, gymnasiums, and stadiums, arenas or amphitheaters.
- (xvi) Hospitals.
- (xvii) A church, synagogue, mosque or other place of worship.
- (xviii) Any other use that is prohibited by the C-1, C-2 or PO Zoning District that is not expressly permitted by this Agreement.

11. Outside Storage Areas. Any outside storage or display areas associated with a Permitted Use listed in Paragraph 10 above shall not encroach on parking areas that are needed to satisfy the minimum required parking ratios. Such outside storage or display areas also cannot

extend into travel lanes, can only extend eighty (80) feet from the building and cannot be more than twenty-five 25 feet in height.

12. Sidewalks. All sidewalks within the PUD shall be five (5) feet in width.

13. Future Development. It is contemplated by the entry into this Agreement that all development within the PUD shall comply with all applicable federal, state, county and City laws, ordinances and regulations which are incorporated herein by reference, except to the extent that they are expressly waived or modified by this Agreement or by action of the City. Development of individual parcels shall be governed by the following conditions:

- A. Phase 1 Development. Prior to commencing development of the Phase 1 Improvements, Gander Mountain shall submit a site plan for review and approval by the City pursuant to the provisions set forth in Section 156.01 of the City Code.
- B. Phase 2 Development. Prior to commencing development of the Phase 2 Improvements, LMBT shall submit to the City either a proposed site plan for review and approval by the City, pursuant to Section 156.01 of the City Code, if all of Lot 3 is to remain in LMBT's ownership, or shall submit an application for a replat of Lot 3 of the Corporate Pointe Subdivision for review and approval by the City, pursuant to Section 155.41 of the City Code, if Lot 3 is to be divided into separate lots. Utility requirements shall be addressed during the site planning or replatting process, as applicable. The City agrees that Lot 3 can be replatted without having to replat the entire Corporate Pointe Subdivision in the event a subdivision of the Recapture Site from the remainder is required.
- C. Height. The maximum height of structures within Phase 1 of the PUD shall be the height approved for the Phase 1 Building, as documented in construction plans approved by the City, or thirty-five (35) feet, whichever is greater. The maximum height of structures within Phase 2 of the PUD shall be twenty-eight (28) feet measured perpendicular from the finished floor elevation to the top of the roof structure, including any sign on such building and any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such building.
- D. Setbacks and Landscape Buffers. In the event LMBT elects to proceed with replatting of Lot 3 of the Corporate Pointe Subdivision, then the City's building setback requirements for the Recapture Site shall be ten (10) feet from all boundaries of the platted lot that includes the Recapture Site. All setback areas may include therein parking, landscaping and/or utilities.
- E. Public Facilities and Services. No building permits or site development permits for the Phase 2 Building shall be issued unless adequate capacities of concurrency-monitored public facilities are available concurrent with the impact on said facilities by the development. Once LMBT complies

with concurrency requirements, if any, it shall be permitted to develop in accordance with approved plans. Further, no building permits for the Phase 2 Building shall be issued by the City unless concurrency monitored public facilities have been reserved in accordance with Chapter 161, Concurrency Management, of the Lake Mary Code of Ordinances. The applicable concurrency-monitored public facilities are potable water, sanitary sewer, roads, solid waste and drainage and public parks.

14. Indemnity and Hold Harmless. LMBT and Gander Mountain shall each, severally, indemnify the City against and hold the City harmless from all losses, damages, costs, claims, suits, liabilities, expenses, attorneys' fees and paralegals' fees (including those for legal services rendered at the appellate court level) arising from damage or claims for damages for personal injury, including death, as well as claims for property damage which may arise from actions taken or operations conducted pursuant to this Agreement by that particular party or by any of their respective contractors or subcontractors, agents or employees.

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

16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for purposes of litigation shall be the Eighteenth Judicial Circuit in Seminole County, Florida.

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

18. Severability. If any provision of this Agreement or its application to any person, entity or circumstance is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest.

19. Recording. This Agreement shall be recorded in the Public Records of Seminole County, Florida no later than fourteen (14) days after the full execution hereof. All recording costs relating to this Agreement shall be paid by Gander Mountain.

20. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors or assigns of the parties, and shall run with title to the Property and be binding upon any person, firm or corporation who may become the successor in interest, directly, or indirectly, to all or a portion of the Property.

21. Priority. This Agreement will supersede and take precedence over any and all ordinances, rules, codes or regulations of the City of Lake Mary that are different than or contradictory to the terms and provisions of this Agreement.

22. Notices. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated; (ii) two (2) days after deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith; or (iii) when receipt is otherwise confirmed in writing by the recipient or by the delivery agent. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been given pursuant to this Paragraph 20 shall nevertheless constitute receipt of the communication sent.

If to LMBT

LMBT Associates, LLC
230 S. Broad Street
Mezzanine Floor
Philadelphia, PA 19102
Attention: Howard Levy
Facsimile No.: (215) 790-4733

With a copy to:

Alan Wallen, Esq.
Law Offices of Alan Wallen
230 S. Broad Street
Mezzanine Floor
Philadelphia, PA 19102
Facsimile No.: (215) 790-4732

And to:

Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
Attention: Miranda F. Fitzgerald, Esq.
Facsimile No.: (407) 843-4444

If to Gander Mountain

Gander Mountain Company
180 E. Fifth Street, 13th Floor
St. Paul, MN 55101
Attention: Eric R. Jacobsen, Executive VP and
General Counsel
Facsimile No.: (651) 325-2001

With a copy to:

Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
Attention: Miranda F. Fitzgerald, Esq.
Facsimile No.: (407) 843-4444

If to City:

City of Lake Mary
Post Office Box 958445
Lake Mary, FL 32795-8445
Attention: City Manager
Facsimile No.: (407) 585-1498

With a copy to:

City of Lake Mary
Post Office Box 958445
Lake Mary, FL 32795-8445
Attention: Community Development Director
Facsimile No.: (407) 585-1464

And to:

Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P. O. Box 2873
Orlando, FL 32802-2873
Facsimile No.: (407) 425-9596

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first written above.

“CITY”

ATTEST:

CITY OF LAKE MARY

Carol A. Foster, City Clerk

By: _____
David Mealor, Mayor

Date: _____

Approved as to form for use and
reliance upon by the City of
Lake Mary, Florida

Catherine D. Reischmann
City Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared David Mealor, as Mayor, and Carol A. Foster, as City Clerk, of the City of Lake Mary, who first being duly sworn, say that they executed the foregoing instrument freely and voluntarily for the purposes stated therein.

WITNESS my hand and official seal this _____ day of _____, 20__.

Notary Public
Printed Name: _____
My Commission Expires: _____

(Signature blocks continue on following page.)

“LMBT”

LMBT ASSOCIATES, LLC, a Delaware limited liability company

By: _____
Edward B. Lipkin, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this, the ____ day of _____, 20__, before me, the Subscriber, a Notary Public in and for the County and Commonwealth as aforesaid, personally appeared Edward B. Lipkin, who acknowledged himself to be the President of LMBT Associates, LLC, a Delaware limited liability company, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LMBT Associates, LLC by himself as President.

Notary Public

Printed Name: _____
My Commission Expires:

(Signature blocks continue on following page.)

“GANDER MOUNTAIN”

GANDER MOUNTAIN COMPANY, a
Minnesota corporation

By: _____

Eric R. Jacobsen

Its: Executive VP and General Counsel

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by Eric R. Jacobsen, as Executive VP and General Counsel of Gander Mountain Company, a
_____ corporation, on behalf of the company. He is personally known to me or has
produced _____ as identification and did not take an oath.

Notary Public

Printed Name: _____

My Commission Expires:

Exhibit "A"

Legal Description of the Property

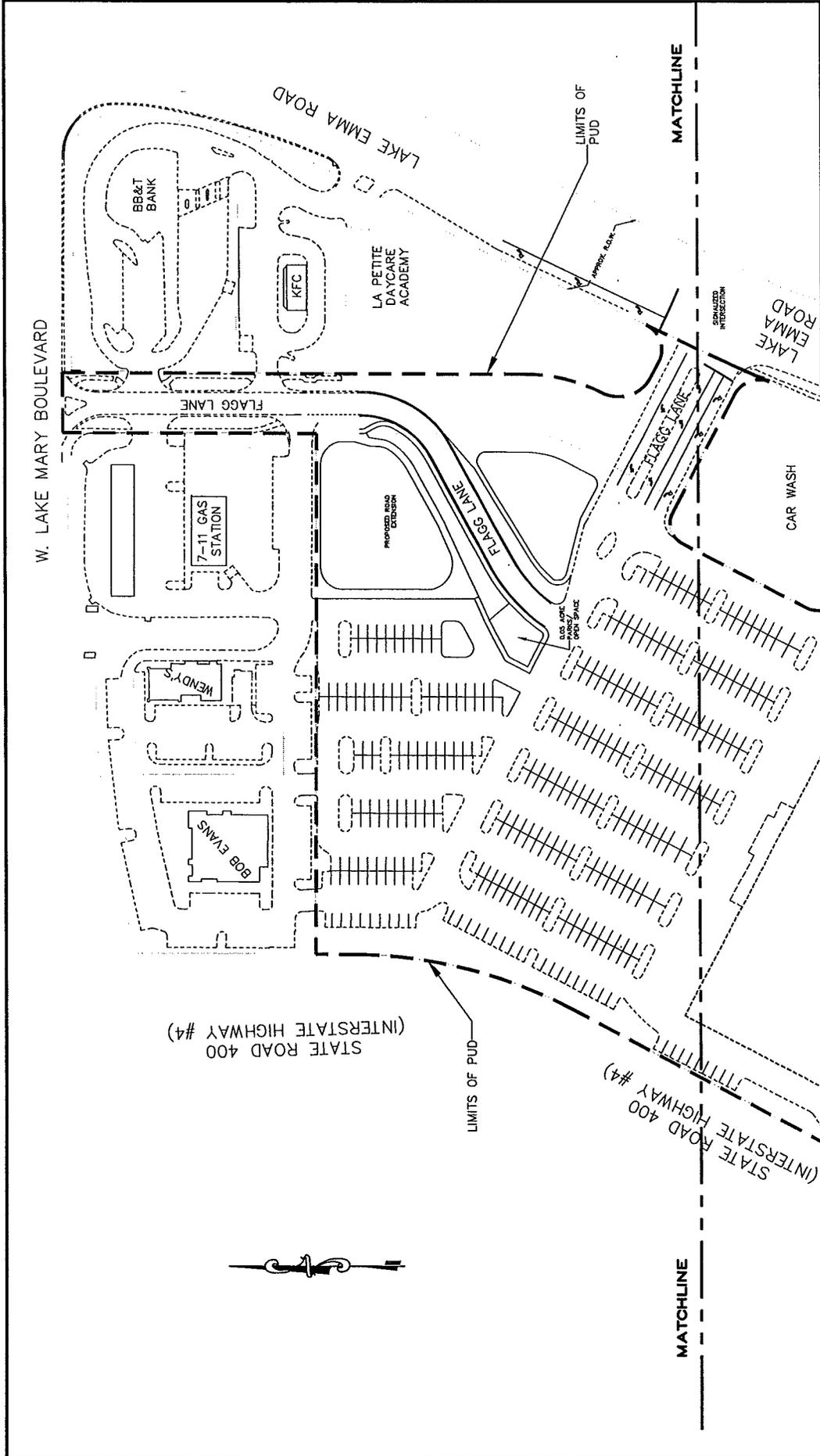
Lot 3, CORPORATE POINTE, according to the Plat thereof, as recorded in Plat Book 45, Pages 30 and 31, of the Public Records of Seminole County, Florida, and a portion of land lying in Section 18, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 3, said point also being the POINT OF BEGINNING; run thence along the North boundary of said Lot 3, S.89°45'01"E., 573.64 feet to the Northeast corner thereof, also being the Westerly right-of-way of Flagg Lane; thence along said Westerly right-of-way line, N.00°10'40"E, 278.67 feet; thence N.89°45'15"E., 66.00 feet to a point on the Easterly right-of-way line of Flagg Lane; thence along said Easterly right-of-way line, S.00°10'40"W., 511.58 feet to a point of curvature; thence Southwesterly 86.66 feet along the arc of a curve to the right having a radius of 183.00 feet and a central angle of 27°07'55" (chord bearing S.13°44'38"W., 85.85 feet) to a point of reverse curvature; thence Southeasterly 62.51 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 89°32'43" (chord bearing S.17°27'46"E., 56.34 feet); thence S.62°14'10"E., 22.21 feet to a point on a curve; thence Northeasterly 45.23 feet along a curve to the left having a radius of 30.00 feet and a delta angle of 86°23'23" (chord bearing N68°05'19"E., 41.07 feet) to the Westerly right-of-way line of Flagg Lane; thence along said Westerly right-of-way line the following three (3) courses: 1) S.25°15'52"W., 101.11 feet to a point of curvature; 2) Southwesterly 28.72 feet along the arc of a curve to the left having a radius of 1004.93 feet and a central angle of 01°38'15" (chord bearing S.24°26'45"W., 28.72 feet; 3) Southwesterly 19.07 feet along the arc of a curve to the left having a radius of 1004.93 feet and a central angle of 01°05'15" (chord bearing S.23°18'13"W., 19.07 feet) to a point of cusp, said point also being on the Easterly boundary of said Lot 3; thence along the Easterly, Southerly and Westerly boundaries of said Lot 3 the following twenty (20) courses: 1) Northwesterly, 44.39 feet along the arc of a curve to the left having a radius of 30.00 feet and a central angle of 84°46'44" (chord bearing N.19°50'49"W, 40.45 feet); 2) N.62°14'10"W., 148.02 feet to a point of curvature; 3) Westerly, 38.48 feet along the arc of a curve to the left having a radius of 24.50 feet and a central angle of 90°00'00" (chord bearing S.72°45'50"W., 34.65 feet) to a point of tangency; 4) S.27°45'50"W., 152.26 feet to a point of curvature; 5) Southerly, 46.34 feet along the arc of a curve to the left having a radius of 29.50 feet and a central angle of 90°00'00" (chord bearing S.17°14'10"E., 41.72 feet to a point of tangency; 6) S.62°14'10"E., 20.50 feet; 7) S.27°45'50"W., 30.25 feet; 8) S.62°14'10"E., 194.27 feet to a point on a curve; 9) Southerly, 55.51 feet along the arc of a curve to the left having a radius of 1004.93 feet and a central angle of 03°09'54" (chord bearing S.08°46'14"W., 55.50 feet; 10) N.89°51'45"W., 216.52 feet; 11) S.27°45'53"W., 170.61 feet; 12) S.62°14'07"E., 99.68 feet to a point of curvature; 13) Easterly, 17.12 feet along the arc of a curve to the left having a radius of 35.50 feet and a central angle of 27°37'38" (chord bearing S.76°02'56"E., 16.95 feet) to a point of tangency; 14) S.89°51'45"E., 183.30 feet; 15) S.00°10'40"W., 68.00 feet; 16) N.89°51'45"W., 849.66 feet; 17) N.00°08'04"E., 307.74 feet; 18) N.28°12'56"E., 490.16 feet to a point of curvature; 19) Northeasterly, 261.13 feet along the arc of a curve to the left having a radius of 535.00 feet and a central angle of 27°57'57" (chord bearing N.14°13'58"E., 258.55 feet to a point of tangency; 20) N.00°14'59"E., 39.00 feet to the POINT OF BEGINNING.

Containing 16.519 acres of land, more or less.

10/07/11 Version

0027906\153660\1391340\25\

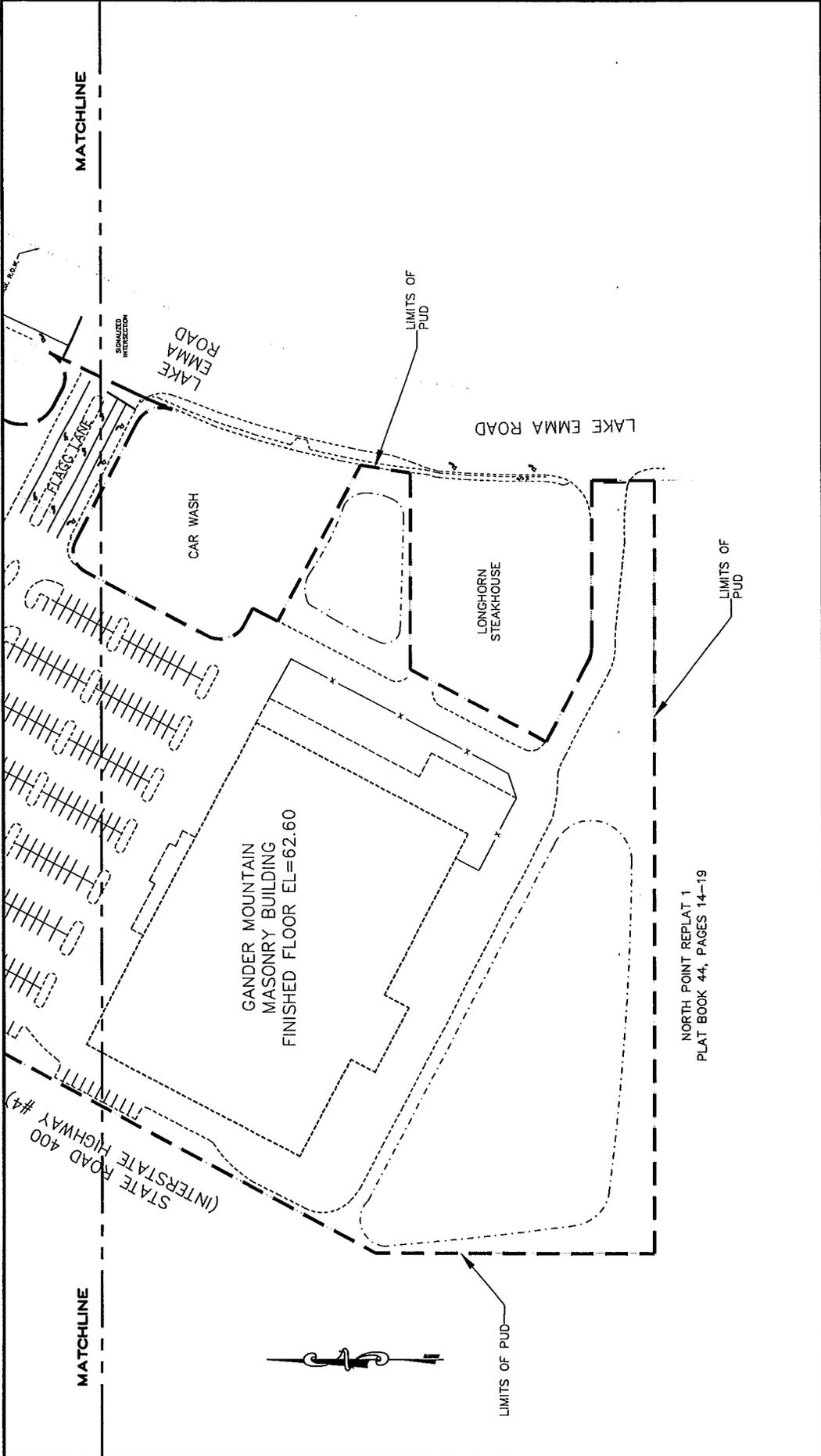


PROJECT NUMBER 5045-13
 DATE 10/18/2012
 S-T-R 18-20-30
 SHEET NUMBER 1 of 2

GANDER MOUNTAIN AT LAKE MARY PUD
 EXHIBIT A - PUD EXTENTS

DESIGNED BY SOT
 DRAWN BY SOT
 CHECKED BY NIM
 SCALE N.T.S.

brooks and amaden, inc.
 civil engineering - land surveying
 P. O. BOX 80168, TAMPA, FLORIDA 33689
 P. 813-633-1125 • www.brooks-amaden.com
 State of Florida, D.B.P.S. Certificate of Auth. #221



PROJECT NUMBER	5045-13
DATE	10/18/2012
S-T-R	18-20-30
SHEET NUMBER	2 of 2

GANDER MOUNTAIN AT LAKE MARY PUD
EXHIBIT A - PUD EXTENTS

DESIGNED BY	SOT
DRAWN BY	SOT
CHECKED BY	NJM
SCALE	N.T.S.

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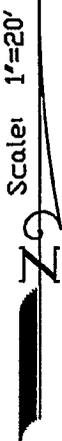



EXHIBIT B

NEW SIGN PARCEL
SKETCH AND DESCRIPTION
 (NOT A BOUNDARY SURVEY)

W. LAKE MARY BLVD

POINT OF COMMENCEMENT
 NE CORNER OF NW 1/4 OF
 NW 1/4 OF SEC 18-20-30



NORTH BOUNDARY OF
 NW 1/4 OF NW 1/4
 OF SEC 18-20-30

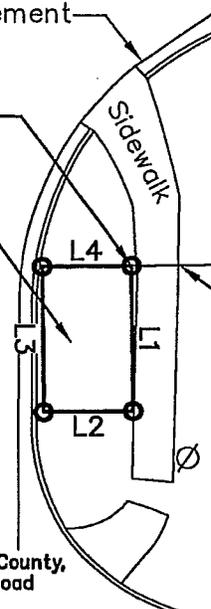
Edge of Pavement

POINT OF BEGINNING

NEW SIGN PARCEL
 163 square feet ±

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.33'	S00°34'25"E
L2	10.00'	S89°21'03"W
L3	16.33'	N00°34'25"W
L4	10.00'	N89°21'03"E

FLAGG LANE



S.00°10'40"W. 50.00'

NW CORNER
 OFFICIAL RECORDS
 BOOK 5236, PAGE 1766

S.00°10'40"W. 9.45'

S.89°21'03"W. 10.73'

EAST RIGHT-OF-WAY
 LINE OF FLAGG LANE AND
 WEST BOUNDARY OF
 OFFICIAL RECORDS
 BOOK 5236, PAGE 1766

Utility Pole

New Sign Parcel Description:

Part of Section 18, Township 20 South, Range 30 East, Seminole County, Florida, lying within the right-of-way of the original Lake Emma Road (now being Flagg Lane), more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 18, run thence S.00°10'40"W., 50.00 feet to the Northwest corner of land described in Official Records Book 5236, Page 1766, of the Public Records of Seminole County, Florida; thence along the original East right-of-way line of Lake Emma Road (now being Flagg Lane) and also being the Westerly boundary of said lands described in Official Records Book 5236, Page 1766, S.00°10'40"W., 9.45 feet; thence S.89°21'03"W., 10.73 feet to the POINT OF BEGINNING; thence S.00°34'25"E., 16.33 feet; thence S.89°21'03"W., 10.00 feet; thence N.00°34'25"W., 16.33 feet; thence N.89°21'03"E., 10.00 feet to the POINT OF BEGINNING.

Containing 163 square feet, more or less.

Date	Description of Work	Party Chief	Drawn by	Checked by

PREPARED FOR:
 GANDER MOUNTAIN

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

NEW SIGN PARCEL
SKETCH AND DESCRIPTION
 (NOT A BOUNDARY SURVEY)

Alan J. Nadomig
 ALAN J. NADOMIG

P.S.M. No 6689

ba **BROOKS AND AMADEN, INC.**
 civil engineering • land surveying
 P.O. BOX 891289 • TAMPA, FLORIDA 33689
 P: 813-653-1125 • www.brooks-amaden.com
 State of Florida, D.B.P.R. Certificate of Auth. #5221

Project No.: 5045-13	Date: 10-18-2012
Section 18	Township 20 Range 30

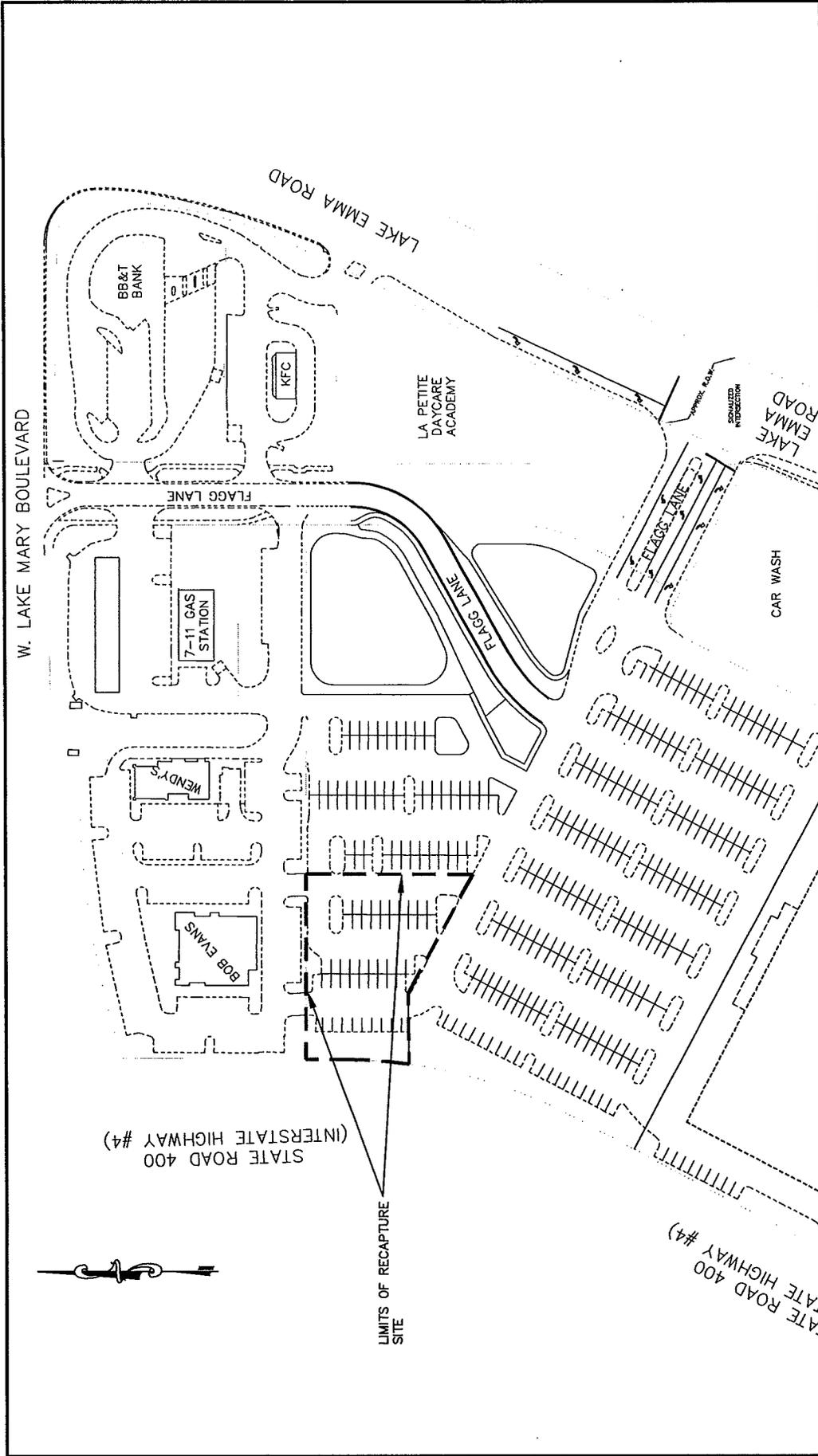
Exhibit "C"

Legal Description of the Recapture Site

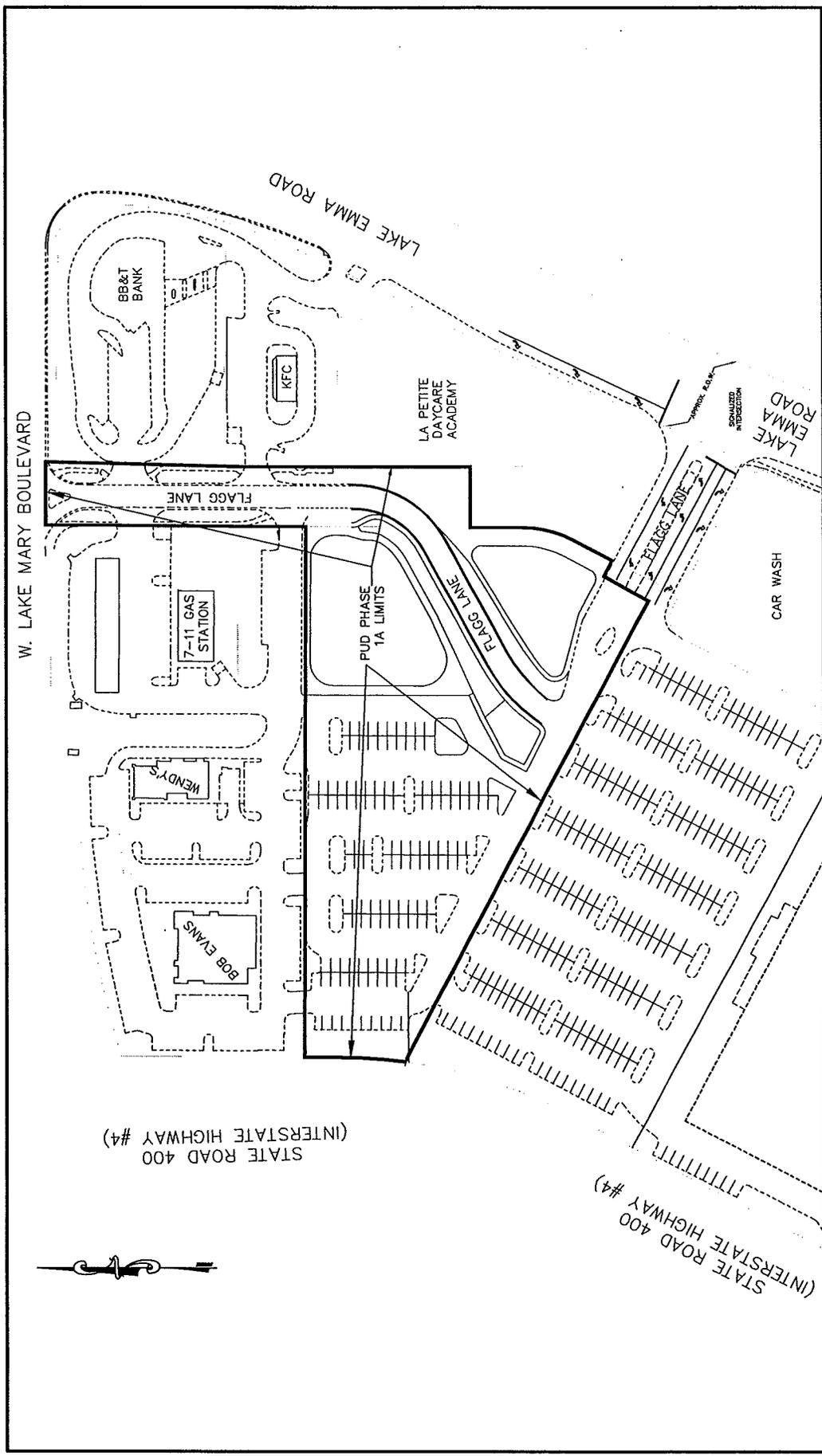
A PORTION OF LOT 3 OF CORPORATE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, AT PAGES 30 AND 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 3, CORPORATE POINTE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 400 (INTERSTATE HIGHWAY NO. 4), BEING A LIMITED ACCESS RIGHT OF WAY, WIDTH VARIES; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY LINE OF SAID LOT 3 RUN S 00°14'59" W, 39.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 07° 48'39"; THENCE ALONG SAID WEST LINE AND SAID EASTERLY RIGHT OF WAY LINE RUN 72.93 FEET ALONG SAID CURVE TO A POINT; THENCE DEPARTING SAID WEST LINE AND SAID EASTERLY RIGHT OF WAY LINE RUN S 89°57'39" E, 71.74 FEET; THENCE RUN S 62°29'12" E, 148.77 FEET; THENCE RUN N 00°29'26" E, 179.59 FEET TO THE NORTH LINE OF SAID LOT 3, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, CORPORATE POINTE; THENCE ALONG SAID NORTH LINE AND SAID SOUTH LINE RUN N 89°45'01" W, 199.77 FEET TO THE POINT OF BEGINNING.

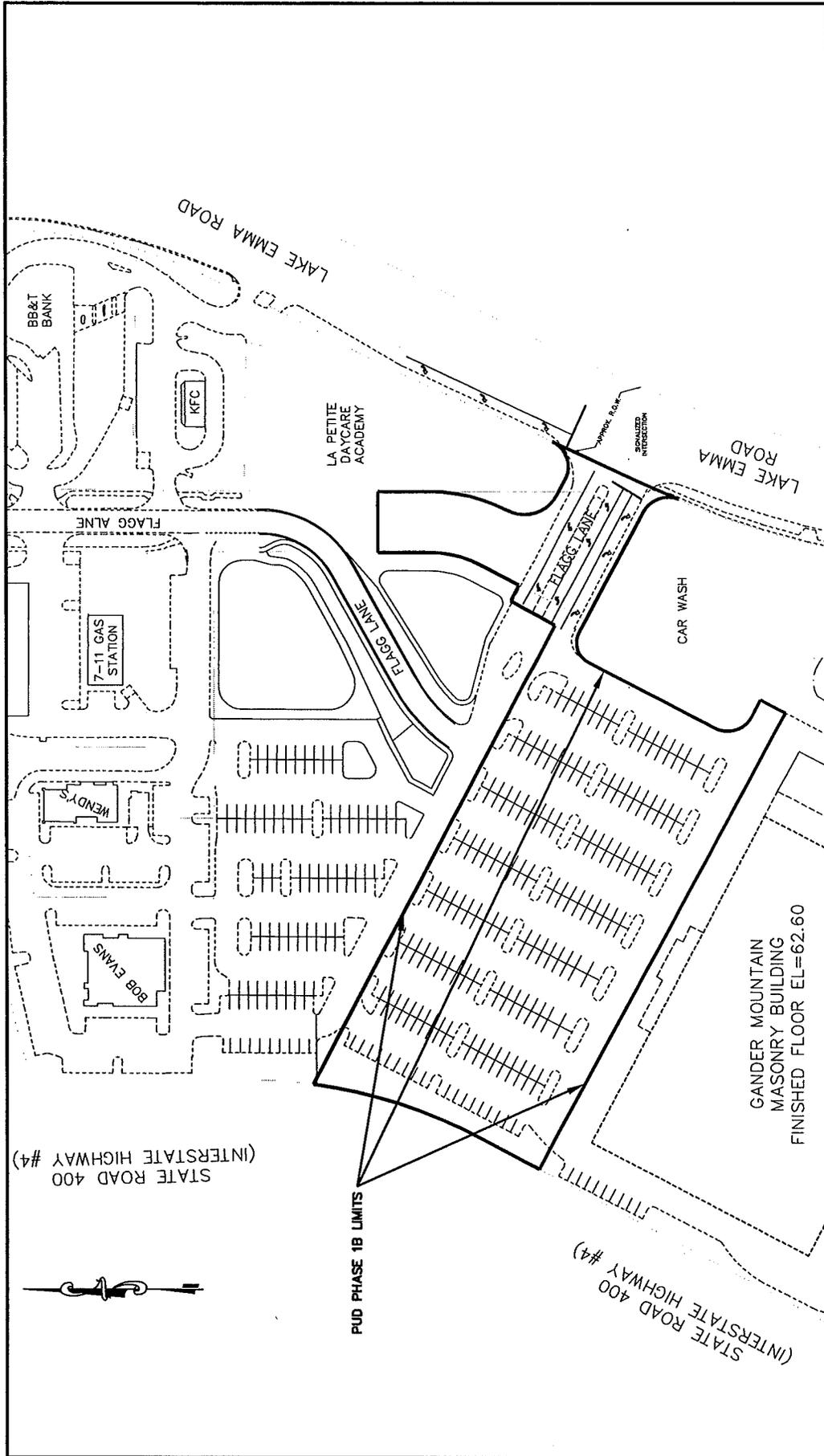
CONTAINING 0.62 ACRES, MORE OR LESS, BASED ON MEASURED COURSES AND DISTANCES.



 BROOKS AND AMADEN, INC. civil engineering • land surveying P. O. BOX 891269 • TAMPA, FLORIDA 33689 P: 813-653-1125 • www.brooks-amaden.com State of Florida, D.B.P.R., Certificate of Auth. #5221	DESIGNED BY SOT	PROJECT NUMBER 5045-13
	DRAWN BY SOT	DATE 10/18/2012
CHECKED BY NJM	SCALE N.T.S.	S-T-R 18-20-30
EXHIBIT C - RECAPTURE SITE		SHEET NUMBER 1 of 1
GANDER MOUNTAIN AT LAKE MARY PUD		



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	DRAWN BY SOT	DATE 10/18/2012
CHECKED BY NEM	S-T-R	SHEET NUMBER 1 of 1
SCALE N.T.S.	GANDER MOUNTAIN AT LAKE MARY PUD EXHIBIT D -- PHASE 1A BOUNDARY	



PROJECT NUMBER 6045-13
DATE 10/18/2012
S-T-R 18-20-80
SHEET NUMBER 1 of 1

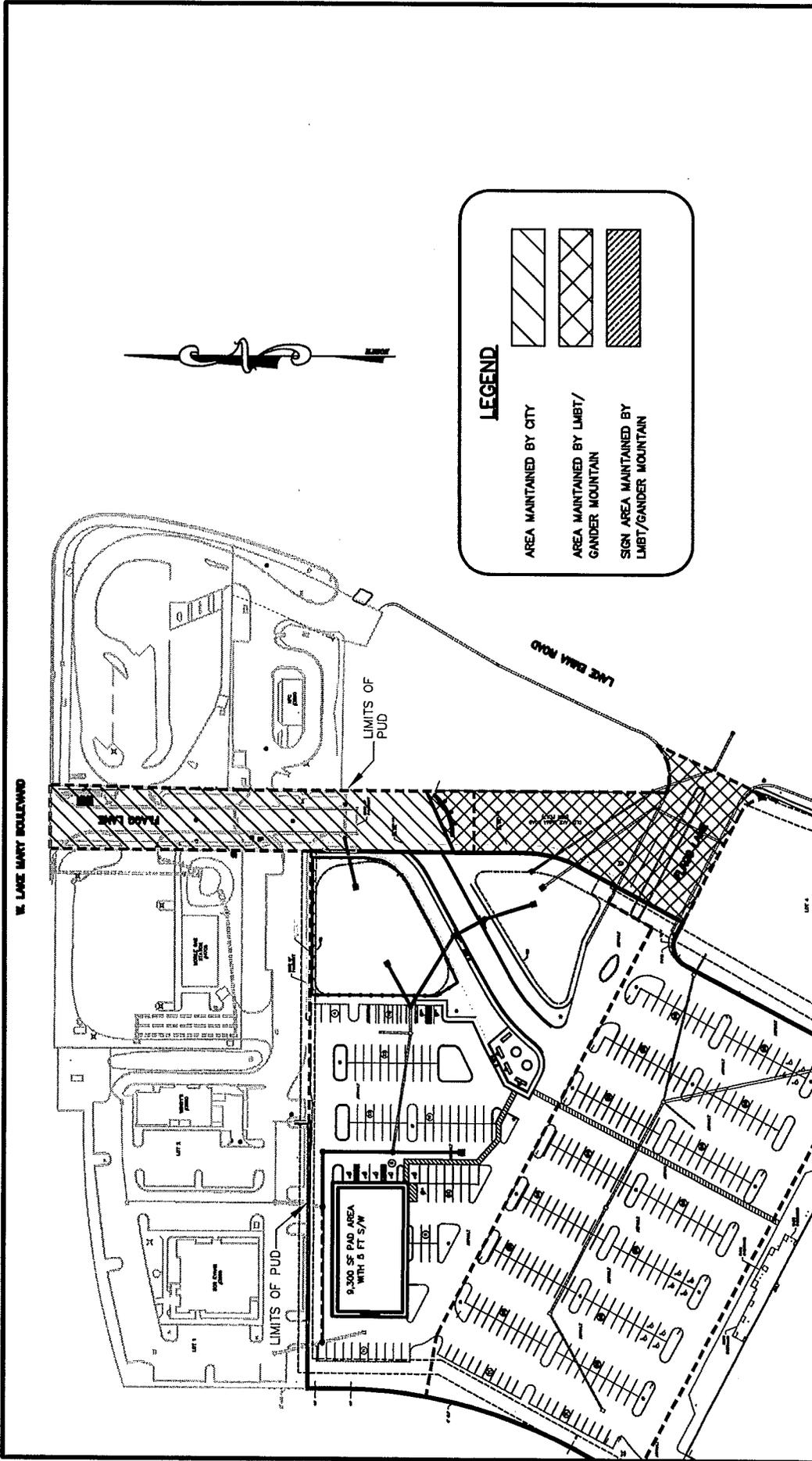
GANDER MOUNTAIN AT LAKE MARY PUD
EXHIBIT E - PHASE 1B BOUNDARY

DESIGNED BY	SOT
DRAWN BY	SOT
CHECKED BY	NIM
SCALE	N.T.S.

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PROJECT NUMBER 6045-15
 DATE 10/18/2012
 9-T-R 18-20-90
 SHEET NUMBER 1 of 1

GANDER MOUNTAIN AT LAKE MARY PUD
RIGHT-OF-WAY MAINTENANCE EXHIBIT

DESIGNED BY SOT
 DRAWN BY SOT
 CHECKED BY NIM
 SCALE N.T.S.

ba
BROOKS AND AMADEN, INC.
 civil engineering • land surveying
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 P. 813-655-1125 • www.brooks-amaden.com
 State of Florida, D.B.P.R. Certificate of Auth. #2221

EXHIBIT G

Exhibit "H"

SIGN LEASE AGREEMENT

THIS **SIGN LEASE AGREEMENT** (the "Lease") is entered into as of the ____ day of _____ 20__, by and between the **CITY OF LAKE MARY**, a municipality organized and existing under the laws of the State of Florida, whose address for the purposes of this Lease is Post Office Box 958445, Lake Mary, FL 32795-8445 (the "Lessor") and **LMBT ASSOCIATES, LLC**, a Delaware limited liability company, whose address for the purposes of this Lease is c/o EBL&S Property Management, Inc., 230 S. Broad Street, Mezzanine Floor, Philadelphia, PA 19102 (the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns certain real property located in the City of Lake Mary, Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Lessee is the owner of certain real property legally described as Lot 3 of Corporate Pointe, according to the plat thereof, as recorded in Plat Book 45, Pages 30 and 31 of the Public Records of Seminole County, Florida ("Lot 3"), which is in close proximity to the Property; and

WHEREAS, Lessee desires to lease the Property for the purpose of constructing (or permitting the construction of) and maintaining (or causing to be maintained) an outdoor advertising display structure (the "Sign"); and

WHEREAS, Lessor is willing to lease the Property to Lessee under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants hereof, the sum of \$20.00 in hand paid to the Lessor by Lessee, and the mutual and reciprocal obligations undertaken herein, Lessor and Lessee do hereby covenant, stipulate and agree as follows:

23. **Recitals**. The above recitals are true and correct and are incorporated into and made a part of this Lease as if fully set forth herein.

24. **Leased Premises**. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Property. On the Effective Date hereof, which shall be the date upon which both parties have signed this Lease, the Lessor shall deliver to Lessee exclusive possession of the Property for Lessee's full use and enjoyment to be used for the purpose of constructing (or permitting the construction of) and maintaining (or causing to be maintained) the Sign. This Lease is entered into pursuant to that certain Developer's Agreement by and

between Lessor, Lessee and Gander Mountain Company, a Minnesota corporation ("Gander Mountain"), dated _____, 2012 (the "Development Agreement").

25. **Lease Term.** The term of this Lease (the "Lease Term") shall be for a period of twenty (20) years (the "Initial Term"), commencing on the Effective Date hereof.

26. **Renewal Term.** Lessee may extend the Lease Term for an additional twenty (20) year renewal term at any time prior to the expiration of the Initial Term (the "Renewal Term"). Provided further, Lessee's failure to provide such notice shall not be deemed a termination, but shall be deemed an election to extend the Initial Term through the Renewal Term. The termination of this Lease at the end of the Initial Term shall only occur in the event that Lessee provides Lessor with written notice of Lessee's intent not to renew the Lease for the additional twenty year Renewal Term prior to the termination of the Initial Term. The Renewal Term shall be on the same terms and conditions as the Initial Term.

27. **Rent.** As consideration for this Lease, the rent due hereunder from Lessee to Lessor during the Initial Term and the Renewal Term is ONE AND NO/100 DOLLARS (\$1.00) per year ("Rent"). Lessor hereby acknowledges that Lessee has paid the Rent in full for the entire Initial Term.

28. **Permitted Use.** The Property is leased to Lessee for the sole purpose of construction, operation and maintenance of the Sign, which shall be a pylon entry sign, featuring the Lake Mary City Logo with the words, "Welcome to Lake Mary," as well as panel displays for the Memorial for Veterans and First Responders (as defined in the Development Agreement) and one other user which may be: (i) Gander Mountain, (ii) any other owner or tenant of all or a portion of Lot 3, or (iii) any other owner or tenant of all or a portion of the property known as the Recapture Site, as defined in the Development Agreement. The Recapture Site is further described on Exhibit "B" attached hereto.

29. **Sign.** The Sign shall substantially conform in dimensions and appearance to the Primary Entry Pylon Sign drawing, a copy of which is attached hereto as Exhibit "C".

30. **Maintenance and Repair.** Lessee shall be solely responsible for the maintenance and repair of the Property and Sign and shall maintain the Property and Sign in good condition and repair. Lessee shall comply with all existing and future governmental laws and regulations applicable to the Property and Sign and acknowledges that it shall be solely responsible for any and all actions, repairs, permits, approvals and costs required for the use, operation and maintenance of the Sign.

31. **Ownership of Sign/Removal of Sign.** Following the expiration or earlier termination of this Lease, Lessee shall have sixty (60) days to remove the Sign and all materials, structures, footings and substructures placed upon the Property by Lessee, and is hereby granted a license to enter upon the Property following such expiration or earlier termination to complete such removal. In the event that Lessee fails to remove the Sign within sixty (60) days following the expiration or earlier termination of the Lease, the Sign shall become the property of Lessor.

32. **Lessor's Warranties.** Lessor represents that Lessor is the owner of the Property, and has full authority to enter into this Lease of the Property. Lessor further warrants that the

Property is subject to no encumbrances or restrictions that would prohibit the construction, operation and maintenance of the Sign on the Property in accordance with the terms of this Lease.

33. **Default; Notice to Cure; Remedies.** Failure of either Lessor or Lessee to perform and comply with any obligation imposed upon either party by this Lease shall be deemed a breach of this Lease. If Lessor or Lessee shall breach any provision of this Lease and the breach is not cured by the breaching party within thirty (30) days after providing written notice of such breach by the non-defaulting party, then the breaching party shall be deemed in default under this Lease. If Lessee is in default under this Lease, Lessor shall have the right to terminate this Lease in addition to any remedies available at law or in equity. If Lessor is in default under this Lease, Lessee shall have any remedies available at law or in equity, including, but not limited to the right of specific performance.

34. **Indemnification.** Lessee assumes all risks associated with the exercise of its rights hereunder related to the Sign to be located on the Property and shall indemnify, save, insure and hold Lessor, its successors, and assigns harmless from and against any and all costs, expenses, claims, and damages whatsoever arising from or in connection with the construction, operation, maintenance, repair, removal and usage of the Sign.

35. **Assignment/Subleasing.** This Lease shall run with title to Lot 3 and the Recapture Site, if Lot 3 is replatted and the Recapture Site becomes a separate and distinct lot, as described in the Development Agreement, and Lessee's successors and assigns as owners of Lot 3 and the Recapture Site, if Lot 3 is replatted and the Recapture Site becomes a separate and distinct lot, as described in the Development Agreement. This Lease may not be otherwise assigned by Lessee without the prior written consent of Lessor. Lessee shall not sub-lease the Property without the prior written consent of Lessor.

36. **Liens on Lessor's Interest Prohibited.** Neither Lessor's interest in the Property nor the Property itself may be subjected to liens of any nature by reason of Lessee's construction, alteration, repair, restoration, replacement or reconstruction of the Sign or any related improvements on or about the Property. Lessee shall not cause or permit any mechanic's lien to be placed against the Property in connection with the Sign. If any mechanic's lien is placed against the Property, or any claim thereof is filed against the Property as the result of anything done or permitted by or through Lessee, Lessee shall cause the same to be removed within thirty (30) days after being notified thereof.

37. **Binding Effect.** This Lease shall be binding upon the heirs, successors, and assigns of Lessee and Lessor.

38. **Governing Law; Dispute Resolution; Venue; Waiver of Right to Jury Trial.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Florida. Lessor and Lessee agree to resolve any dispute related to the interpretation or performance of this Lease in the manner described in this Section 16. Any party may initiate the dispute resolution process by providing written notice to the other party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places as mutually agreed upon to discuss the issues. If discussions between the parties fail to resolve the dispute within thirty (30) days of the notice described, the

parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the party initiating the dispute resolution process shall request appointment of a mediator by the Chief Judge of the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the object of helping the parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the parties. If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. Any dispute, difference, claim or counterclaim between Lessor and Lessee arising out of or in connection with this Lease that cannot be resolved by the parties in the manner set forth above, shall be submitted to a court sitting in Seminole County, Florida having subject matter jurisdiction for trial and determination by the court sitting without jury. Said parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter to be submitted to it, and they expressly waive the right to a jury trial.

39. **Modification/Entire Agreement.** The parties agree that, with the exception of the Development Agreement, there are no prior or contemporaneous agreements between them regarding the leasing of the Property, that this Lease embodies the entire agreement between them relating to the leasing of the Property and that this Lease may not be modified in any respect, except in writing, signed by the parties hereto.

40. **Notices.** Any notices required to be furnished hereunder shall be delivered to the following persons at the following addresses by hand delivery or United States Mail, certified or registered with return receipt requested, in the absence of written notice to the contrary:

If to Lessee:

LMBT Associates, LLC
230 S. Broad Street
Mezzanine Floor
Philadelphia, PA 19102
Attention: Howard Levy
Facsimile No.: (215) 790-4733

With a copy to:

Gander Mountain Company
180 E. Fifth Street, 13th Floor
St. Paul, Minnesota 55101
Attn: Eric R. Jacobsen, Executive VP and General
Counsel
Facsimile: (651) 325-2001

With a copy to: Alan Wallen, Esq.
Law Offices of Alan Wallen
230 S. Broad Street
Mezzanine Floor
Philadelphia, PA 19102
Facsimile No.: (215) 790-4732

And to: Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
Attention: Miranda F. Fitzgerald, Esq.
Facsimile No.: (407) 843-4444

If to Lessor: City of Lake Mary
Post Office Box 958445
Lake Mary, FL 32795-8445
Attention: City Manager
Facsimile No.: (407) 585-1498

With a copy to: City of Lake Mary
Post Office Box 958445
Lake Mary, FL 32795-8445
Attention: Community Development Director
Facsimile No.: (407) 585-1464

And to: Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P. O. Box 2873
Orlando, FL 32802-2873
Facsimile No.: (407) 425-9596

41. **Memorandum of Lease.** At Lessee's request, Lessor and Lessee shall execute a Memorandum of Lease mutually agreed to by the parties, which Lessee may record in the Public Records of Seminole County, Florida.

42. **Waiver.** The failure of either party to enforce at any time or for any period of time any of the provisions of this Lease shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision.

43. **Counterparts.** This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

44. **Severability**. Lessor and Lessee hereby agree that each paragraph or part thereof of this Lease is severable from the remainder of the Lease, and in the event that any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

45. **Time is of the Essence**. Time is of the essence with respect to all provisions of this Lease, including the performance of all obligations of the parties provided for herein.

46. **Attorneys' Fees**. In the event that either party hereto shall bring legal action against the other party and shall recover a judgment against such party therein, then the prevailing party shall be entitled to reimbursement from the other party for all expenses thus incurred, including reasonable attorneys' fees.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Lease to be signed on their behalf as of the Date first written above.

“LESSOR”

CITY OF LAKE MARY

ATTEST:

By: _____

Carol A. Foster, City Clerk

David Mealor, Mayor

Approved as to form for use and
reliance upon by the City of
Lake Mary, Florida

Catherine D. Reischmann
City Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared David Mealor, as Mayor, and Carol A. Foster, as City Clerk, of the City of Lake Mary, who first being duly sworn, say that they executed the foregoing instrument freely and voluntarily for the purposes stated therein.

WITNESS my hand and official seal this _____ day of _____, 20__.

Notary Public
Printed Name: _____
My Commission Expires: _____

[Signatures continue on following page]

“LMBT”

LMBT ASSOCIATES, LLC, a Delaware limited liability company

By: _____
Edward B. Lipkin, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this, the ____ day of _____, 20__, before me, the Subscriber, a Notary Public in and for the County and Commonwealth as aforesaid, personally appeared Edward B. Lipkin, who acknowledged himself to be the President of LMBT Associates, LLC, a Delaware limited liability company, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LMBT Associates, LLC by himself as President.

Notary Public

Printed Name: _____
My Commission Expires:

EXHIBIT "A"

NEW SIGN PARCEL
SKETCH AND DESCRIPTION
 (NOT A BOUNDARY SURVEY)

W. LAKE MARY BLVD

POINT OF COMMENCEMENT
 NE CORNER OF NW 1/4 OF
 NW 1/4 OF SEC 18-20-30

Scale: 1"=20'

NORTH BOUNDARY OF
 NW 1/4 OF NW 1/4
 OF SEC 18-20-30

Edge of Pavement

POINT OF BEGINNING
 NEW SIGN PARCEL
 163 square feet±

NW CORNER
 OFFICIAL RECORDS
 BOOK 5236, PAGE 1766

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.33'	S00°34'25"E
L2	10.00'	S89°21'03"W
L3	16.33'	N00°34'25"W
L4	10.00'	N89°21'03"E

FLAGG LANE

S.00°10'40"W. 9.45'
 S.89°21'03"W. 10.73'

EAST RIGHT-OF-WAY
 LINE OF FLAGG LANE AND
 WEST BOUNDARY OF
 OFFICIAL RECORDS
 BOOK 5236, PAGE 1766

Utility Pole

New Sign Parcel Description:

Part of Section 18, Township 20 South, Range 30 East, Seminole County, Florida, lying within the right-of-way of the original Lake Emma Road (now being Flagg Lane), more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 18, run thence S.00°10'40"W., 50.00 feet to the Northwest corner of land described in Official Records Book 5236, Page 1766, of the Public Records of Seminole County, Florida; thence along the original East right-of-way line of Lake Emma Road (now being Flagg Lane) and also being the Westerly boundary of said lands described in Official Records Book 5236, Page 1766, S.00°10'40"W., 9.45 feet; thence S.89°21'03"W., 10.73 feet to the POINT OF BEGINNING; thence S.00°34'25"E., 16.33 feet; thence S.89°21'03"W., 10.00 feet; thence N.00°34'25"W., 16.33 feet; thence N.89°21'03"E., 10.00 feet to the POINT OF BEGINNING.

Containing 163 square feet, more or less.

Date	Description of Work	Party Chief	Drawn by	Checked by

PREPARED FOR:

GANDER MOUNTAIN

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

NEW SIGN PARCEL
SKETCH AND DESCRIPTION
 (NOT A BOUNDARY SURVEY)

ALAN J. NAUMOWICZ, P.S.M. No. 6689



BROOKS AND AMADEN, INC.

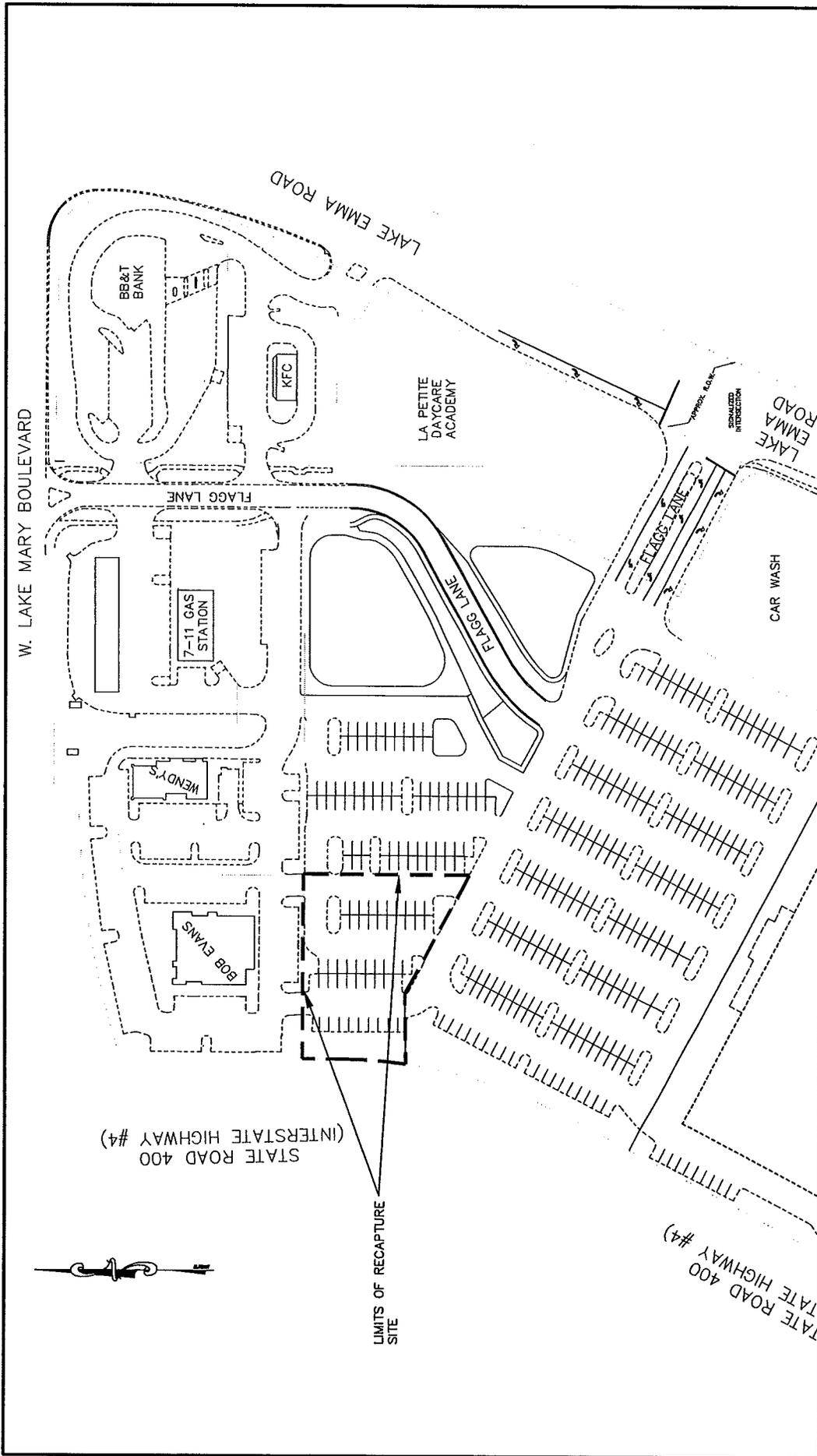
civil engineering • land surveying

P.O. BOX 891269 • TAMPA, FLORIDA 33689
 P: 813-653-1125 • www.brooks-amaden.com

State of Florida, D.B.P.R. Certificate of Auth. #5221

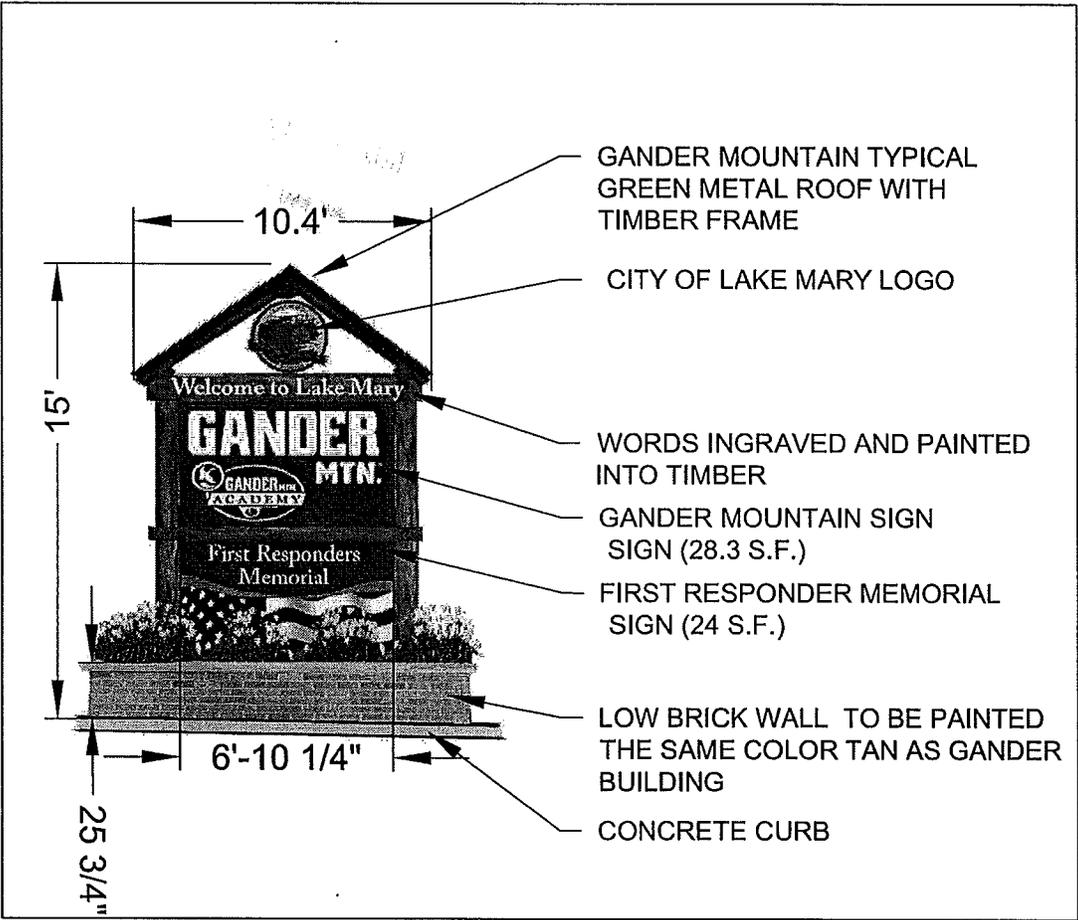
Project No.: 5045-13 Date: 10-18-2012

Section 18 Township 20 Range 30

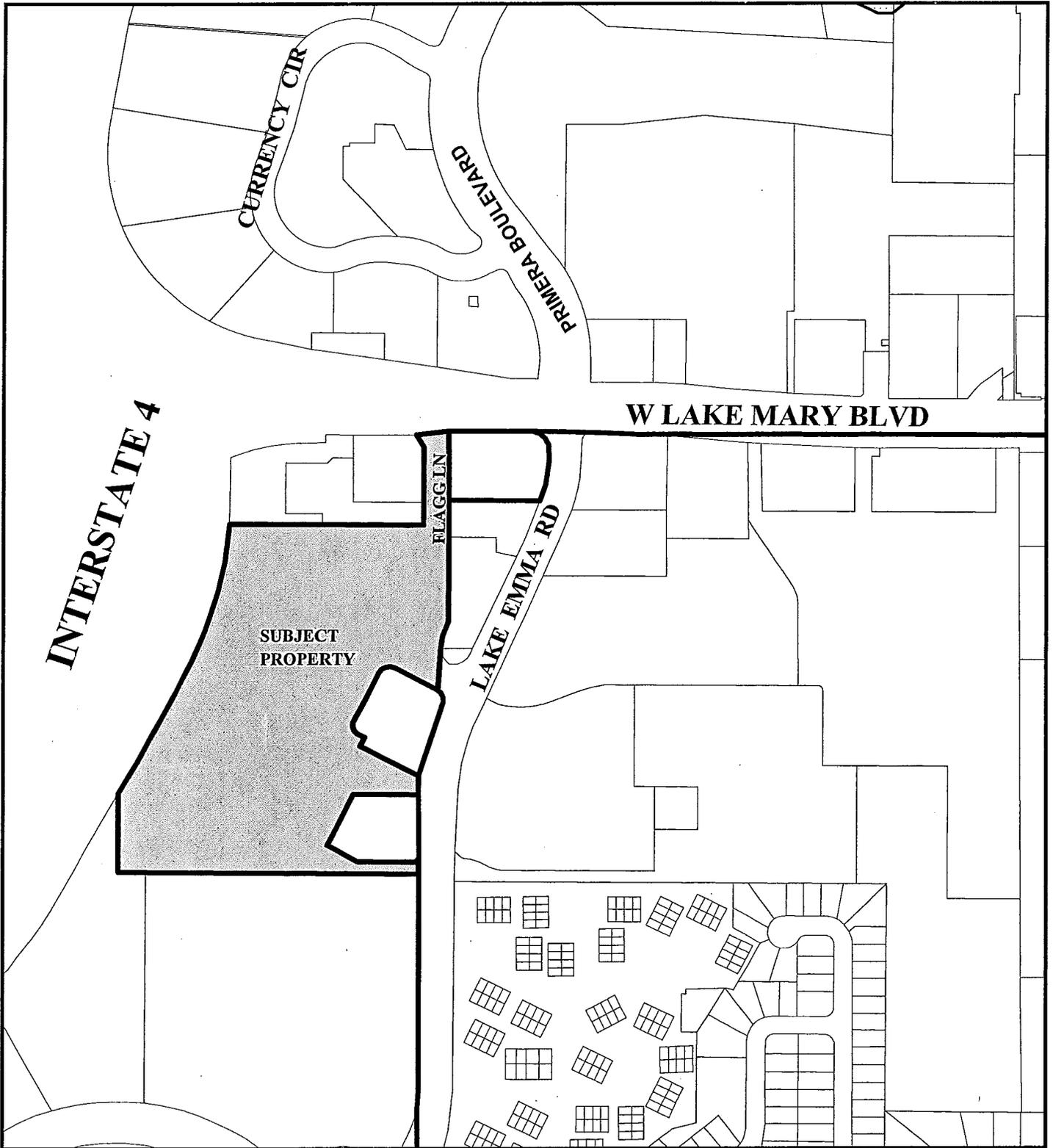


	BROOKS AND AMADEN, INC. civil engineering - land surveying P. O. BOX 861269 • TAMPA, FLORIDA 33689 P. 813-653-1125 • www.brooks-amaden.com State of Florida, D.B.P.R. Certificate of Auth. #5221		DESIGNED BY SOT	PROJECT NUMBER 5045-13
	DRAWN BY SOT	GANDER MOUNTAIN AT LAKE MARY PUD		DATE 10/18/2012
CHECKED BY NIM	EXHIBIT B - RECAPTURE SITE		S-T-R 18-20-30	
SCALE N.T.S.			SHEET NUMBER 1 of 1	

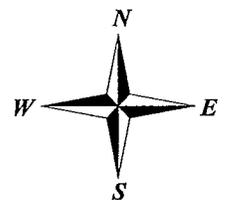
Exhibit "C"
Primary Entry Pylon Sign Drawing

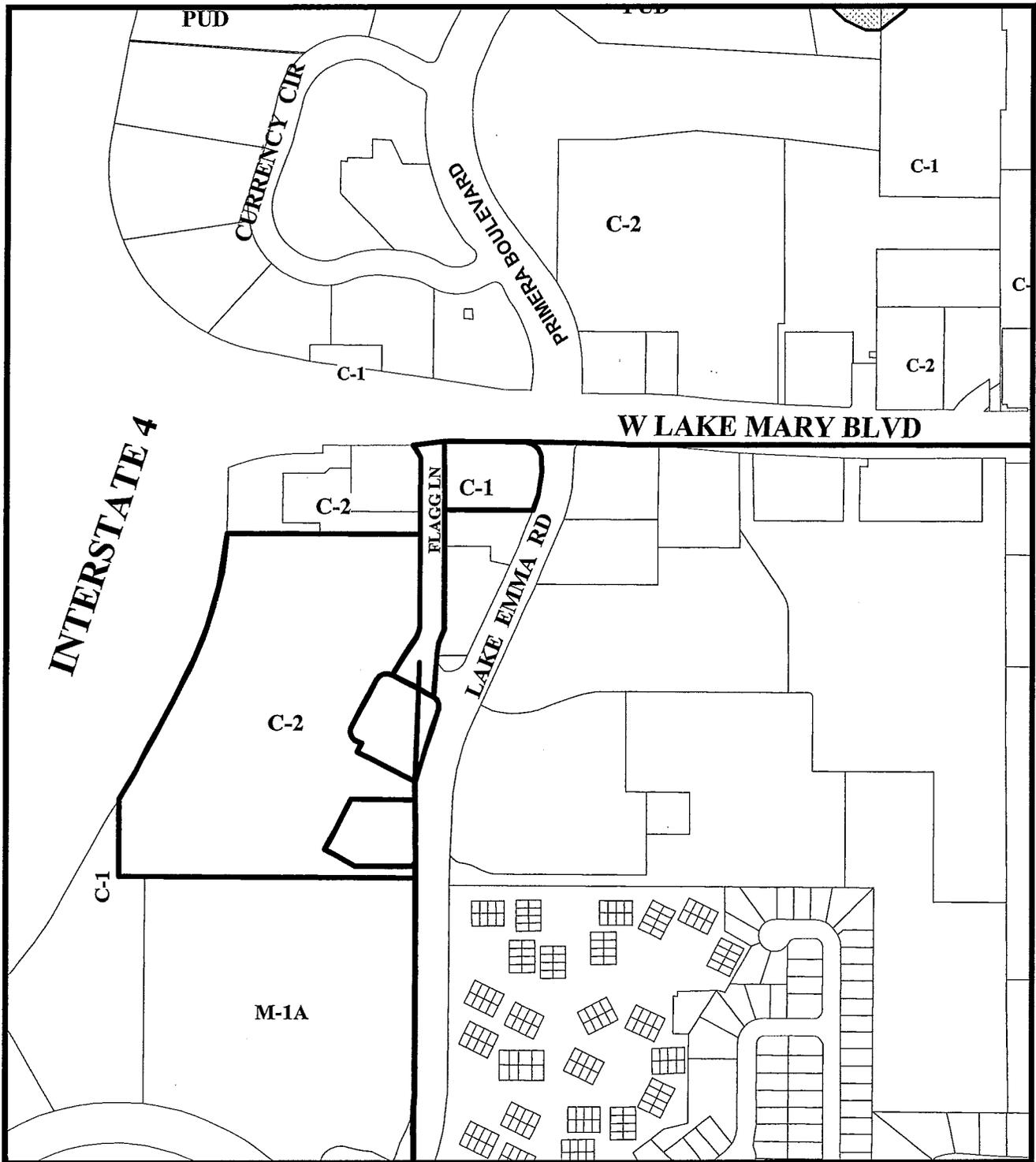


FOCAL POINT 1B - NEW WELCOME TO LAKE MARY PYLON SIGN



**Location Map
3750 Flagg Ln**

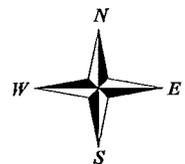


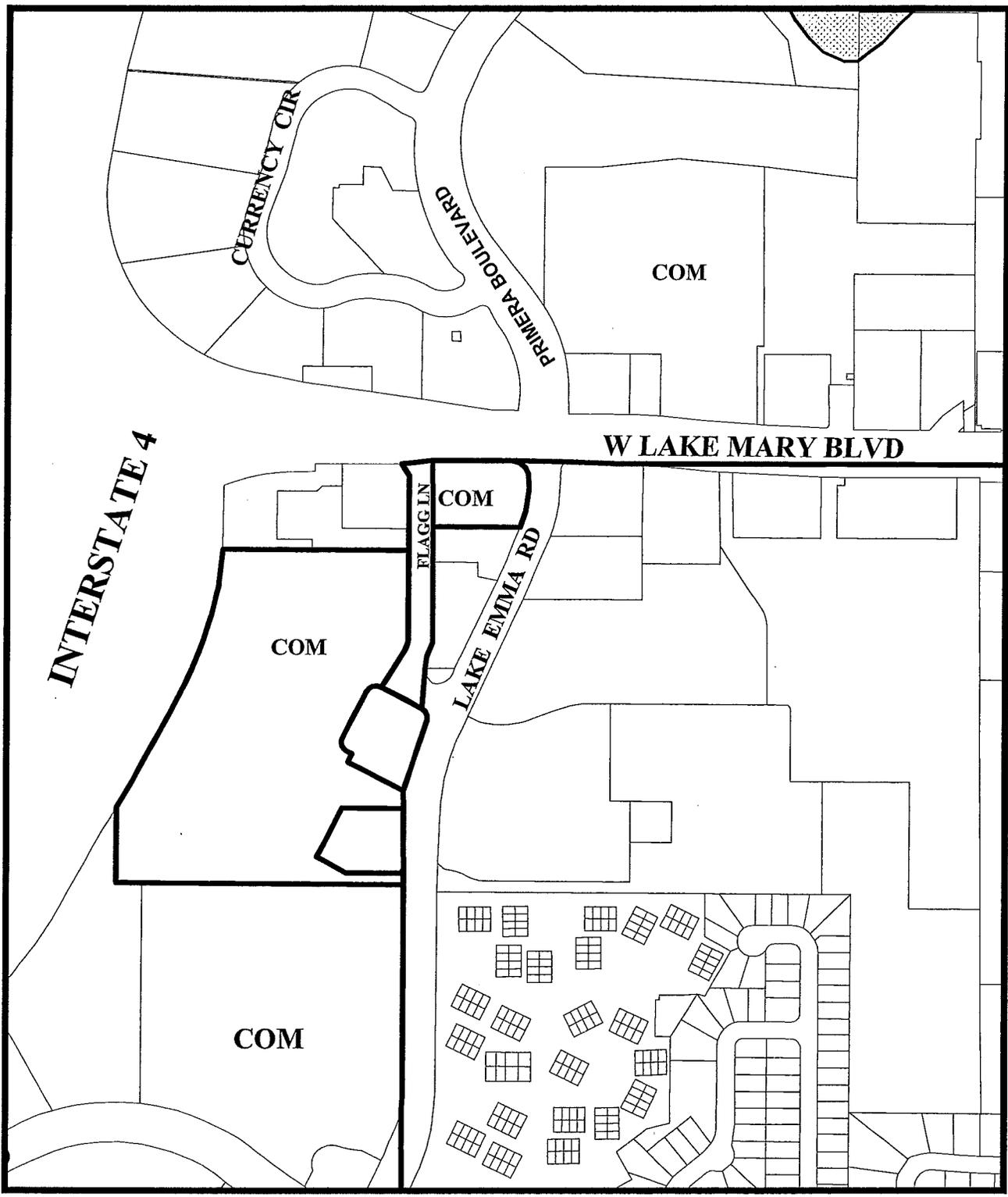


Zoning Map



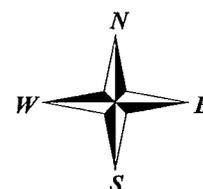
LEGEND					
A-1 Agriculture	R-IAAA Single Family	PUD Planned Unit Development	M-1A Light Industrial		
RCE Rural Country Estate	R-M Residential	PO Professional Office	M-2A Industrial		
R-1A Single Family	R-2 One & Two Family	C-1 General Commercial Commercial	DC Downtown Center		
R-1AA Single Family	R-3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

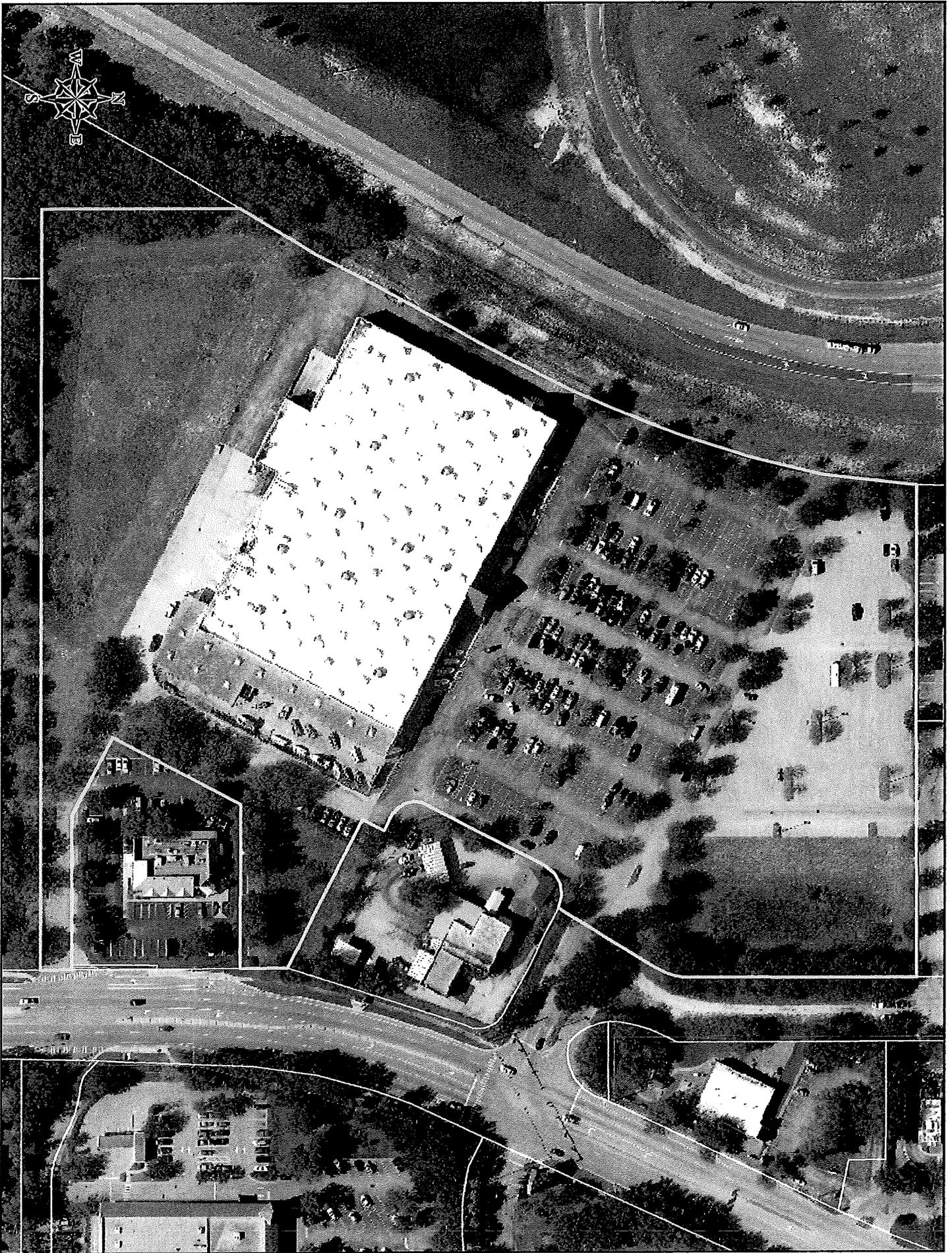




Future Land Use Map

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





DRAFT

1 VII. New Business

2
3 A. 2012-RZ-05: Recommendation to the City Commission regarding a Final PUD
4 (C-2 to PUD) for Gander Mountain-Lake Mary, 3750 Flagg Lane, Lake Mary,
5 Florida; Applicant: Brooks and Amaden, Inc./Nicholas Messina
6

7 Stephen Noto, Planner, presented Item A. and the related Staff Report. A
8 colored aerial attached to the Staff Report was on the overhead projector. He
9 said that in July of 2011, the Preliminary PUD for Gander Mountain came before
10 the Board (puts a concept image on the overhead projector). He stated that the
11 main purpose of the Final PUD is to create a first responders and military
12 memorial along Flagg Lane, along the northern portion of the property (puts
13 another concept image on the overhead projector). He pointed out that the
14 concept images he has put on the overhead were a part of the Preliminary PUD
15 stage and are a part of the Final PUD package as well, so they will be a part
16 of whatever gets approved from this item.
17

18 Mr. Noto put a reduced copy of the Final PUD Plan on the overhead projector
19 and indicated where W. Lake Mary Boulevard is, Flagg Lane, the adjusted
20 version of Flagg Lane as proposed by the Applicant, Lake Emma Road, the
21 entrance with the stoplight, Gander Mountain, Lake Mary Car Wash, the gas
22 station, Bob Evans and Wendy's. He also circled an area along the new version
23 of Flagg Lane where the first responders' and military memorial would be. He
24 said that all of the concept images he just showed is where the wall, the flags,
25 bronze statues, and all the nice landscaping will be (indicating to overhead
26 projector). He also pointed out a new rectangle on the west side of the project
27 slated for parking as part of Phase 2 of the PUD, the request for entitlements for
28 an 8400 square-foot building. He stated that the assumed use will be a
29 restaurant, but, at this point, there is no proposed tenant, so, as is listed in the
30 Staff Report, the timing for Phase 2 is unknown at this point and the more
31 immediate phasing would be Phase 1A and 1B; 1A being the memorial and all
32 the improvements associated with that, and then 1B would be any remaining
33 improvements that are not a part of Phase 2.
34

35 Mr. Noto said that one of the hot topics discussed at the Preliminary PUD stage
36 was signage out by Lake Mary Boulevard, specifically the location of that sign,
37 what it would look like, things of that nature, and staff has brought back to the
38 Board a concept design of what the sign could look like based on discussions
39 with the Applicant over a number of weeks. He pointed out that what was shown
40 then to the Board is what they are requesting now (puts concept design of the
41 proposed sign on the overhead projector). He stated that this concept design
42 was done by the Applicant working together with staff and placing it in digital
43 space, if you will, by the BB&T sign on Flagg Lane. He said that the original

DRAFT

1 proposal had it out in the right of way, and the new request is that this green area
2 here (indicating to proposed reduced copy of Final PUD plan on overhead
3 projector), the City has agreed, and is a part of the PUD, to lease that land to the
4 Applicant for 20 years. He stated that this is built into the PUD and there is also
5 a separate sign agreement that discusses maintenance, and things of that
6 nature, that would allow them to construct the sign in this general design in that
7 location. He said it would be for a dollar a year for 20 years and then there is an
8 option for a 20-year renewal based on how things are going 20 years from now.
9

10 Mr. Noto stated that this project is actually more along the line of three phases if
11 you consider Phase 1 is two different parts (shows boundaries of this on the
12 proposed reduced copy of Final PUD plan on the overhead projector). He said
13 that the area with the blackened/dark line around, the memorial work, restriping
14 of parking areas and work with the storm water ponds is Phase 1A, and Phase
15 1B would be the area right in front of the existing Gander Mountain store. He
16 stated Phase 2 is what would be left over, any additional parking spaces
17 required, any additional storm water work required as part of the new outparcel
18 being built, the northwest corner of the project.
19

20 Mr. Noto said that the question about maintenance has come up since Flagg
21 Lane is currently a City right of way and this is a private entity doing some work
22 on City right of way (puts maintenance plan provided by the Applicant on
23 overhead projector). He stated that you can see the cross-hatched areas
24 showing what portions would continue to be maintained by the City and which
25 portions would be maintained by Gander Mountain; the sign area being fully
26 maintained by Gander Mountain. He said there is additional language that if
27 Gander Mountain does leave, that responsibility would fall on the property owner,
28 which is LMBT Associates, LLC, a company based out of Philadelphia who owns
29 the land -- Gander Mountain just leases the building -- so, they are working in
30 tandem to get this project approved.
31

32 Mr. Noto emphasized that this is not final engineering; the project does not end
33 here; that it will go forward to the City Commission based on the P & Z Board's
34 recommendation with two readings in January and February.
35

36 Mr. Noto concluded his presentation by saying that staff has reviewed the
37 request against the Final PUD code, the Code of Ordinances, and the
38 Comprehensive Plan and staff finds that the request to rezone the property from
39 C-2 to PUD meets all applicable regulations of the Land Development Code and
40 is recommending approval. He informed the Board that the Applicant was
41 present for this hearing as well as the Applicant's legal representative.
42

DRAFT

1 Chairman Hawkins expressed a maintenance concern of a cross-
2 hatched/overgrown portion of property that is a part of Phase 1B.

3
4 Mr. Noto pointed out that per the PUD, Phase 1B will be started six months after
5 Phase 1A is complete.

6
7 Chairman Hawkins questioned what is to be done with this part.

8
9 Mr. Noto answered, the proposal is to leave it as is, but maintenance will be from
10 the City to Gander Mountain. So, it will become, I guess you could say, their best
11 interest, to keep it clean and manicured as they see fit.

12
13 Chairman Hawkins stated that he didn't see where there was any landscaping,
14 that it is just to be maintained like it is; that there wasn't any improvements on
15 that part of it, as best he could tell, except for some trees.

16
17 Mr. Noto said, that is an accurate statement. I can ask the Applicant if there is a
18 plan to mow or anything, to elaborate on that. Otherwise, it is our general
19 understanding that it would stay as is, less the new trees here (indicating to
20 overhead projector) and then the end-cap landscaping.

21
22 Member Miller asked, who owns that property then?

23
24 Mr. Noto responded, that is City right of way.

25
26 Member Miller questioned, but we are not leasing it to them?

27
28 Mr. Noto replied, no, they are going to take over maintenance.

29
30 Chairman Hawkins asked, and there is an agreement for that?

31
32 Mr. Noto answered, yes, it is built into the PUD.

33
34 Member Miller questioned, why wouldn't we lease that just like we did the front
35 piece?

36
37 Mr. Noto responded, the only reason we are leasing the top portion is because
38 they are going to have an actual structure in the right of way. Since this is just
39 landscaping, with the maintenance agreement, there is really no need for us to
40 lease it to them.

41
42 Chairman Hawkins said, as I remember from the last time, this part had utilities in
43 it that are City utilities.

1 Mr. Noto stated, correct. Yes, that's correct.
2

3 Member Miller said, and it looks nasty.
4

5 Chairman Hawkins stated, well, that's my concern, is if they are going to take
6 over the maintenance, that it is in their best interest to make it look nice, at least
7 mow it and trim it up.
8

9 Member Cartmill said, well, that whole entrance is shoddy.
10

11 Chairman Hawkins stated, yeah. So, I'm glad they are doing something with it.
12 But, this part of it is the shoddy part right here (indicating to overhead projector).
13 And, the sign is basically what was brought before us before, only it is scaled
14 down to City code, instead of being 25' high and -- okay.
15

16 Mr. Noto said, correct. It does meet the Overlay Standards.
17

18 Chairman Hawkins asked, and the increased signage on the building is all within
19 code also, or is that a special thing for the PUD?
20

21 Mr. Noto replied, it is close to it. Buildings that front I-4 do get a bonus for wall
22 signage. What they are requesting is a little bit higher than that, but it is not a
23 grossly high amount, and the individual signs themselves will be below the
24 maximum that you can have per wall sign by about 80 square feet.
25

26 Chairman Hawkins questioned, and how does this sign right here (indicating to
27 overhead projector), how does that factor in? The wall sign on the flagstone.....
28

29 Mr. Noto answered, it is built into the PUD. It is not really wall signage or
30 monument signage, and that was part of the reason we pushed for the PUD
31 since it was so unique, that they each -- the height of the wall, the design of the
32 wall, the signage on the wall was all built in as special regulation into the PUD.
33

34 Juan (John) A. Omana, Jr., Community Development Director, announced this
35 item is quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see attached)
36 was located at the back of the chambers for any interested party to sign in order
37 to be kept abreast of this matter.
38

39 Chairman Hawkins requested the Applicant come forward and address the
40 Board.
41

42 Miranda Fitzgerald, Esquire, with the law firm of Lowndes, Drosdick, Doster,
43 Kantor & Reed, P.A., 215 North Eola Drive, Orlando, FL 32801, appeared on

1 behalf of LMBT Associates, LLC, and Gander Mountain and addressed the
2 Board in favor of the proposed Final PUD. She stated that her clients are
3 working cooperatively to come up with this PUD plan that they think is going to
4 be good for everyone. She candidly said that this shopping center has been
5 probably neglected a little bit more than it should have been over the past few
6 years; that she thought City staff is quite excited about redoing the driveway, the
7 drive areas and getting some new landscaping in there. She proceeded to
8 discuss the extension of Flagg Lane. The colored aerial, then the maintenance
9 plan was put back on the overhead projector by Mr. Noto. She stated that the
10 reason this wasn't included in a lease is the legal mechanism for the private
11 entities to maintain this area is really going to be through a right-of-way utilization
12 concept, so the City will continue to own the right of way, but they will give the
13 Applicant, essentially, a permit to maintain it. She said they haven't proposed
14 any specific landscaping, but it will be maintained and she thought it would be in
15 everybody's interest to clean it up since it has a lot of underbrush in there and
16 doesn't look terrific like it is, and the City is doing no maintenance in that area
17 today. She stated that when they wrote the language in the PUD document, it
18 only obligates the City to the level of maintenance that it currently has, or
19 undertakes on Flagg Lane, and so to the extent that the City does very minimal
20 maintenance on Flagg Lane, that is all that you would continue to do, but the
21 right-of-way utilization permit will let the Applicant come in and do whatever they
22 think is necessary; that if they think it needs some enhancing, then they would
23 have the ability to do that. She said that if they think it is just a matter of clearing
24 out the underbrush, they have the ability to do that; that she was sure they are
25 going to want it to look nice and to blend with everything else that is out there
26 once they get it all reworked.

27
28 Chairman Hawkins stated that the Applicant is spending a lot of money on all this
29 and the design/plan is really good, but he said he was concerned that this part of
30 this piece of property be maintained to a much higher standard than it is now.

31
32 Ms. Fitzgerald said that she thought it was going to be interesting when that
33 extension of Flagg Lane gets built and it becomes kind of a main access drive; it is
34 just really a question of how visible that area is going to be and whether it really
35 does need to be landscaped. She thought it would be better to let them wait and
36 see what it looks like when they get the monument in there and when that road
37 comes through. She thought it may be an area that is not really visible; that it could
38 be just like a naturally landscaped/buffered area; that it is not integral really into this.

39
40 Chairman Hawkins stated that he is not really asking for it to be landscaped and
41 irrigated, but when you come in and enter/leave from this side of the property
42 (indicating to overhead projector), that is where it is really ugly. He said that he
43 really just wants it cleaned up, kept that way, keep people from sleeping there at

1 night and throwing their trash in there, and if something is kept up and it looks nice,
2 then people are going to be more likely to respect it and not throw their garbage in
3 there.

4
5 Ms. Fitzgerald concurred. She stated that they are going to be spending a
6 substantial amount of money to upgrade the site and she will pass these comments
7 on. She said that she was sure they are going to want it to look good.

8
9 Chairman Hawkins stated that he didn't want all of this to have to hide all this
10 (indicating to overhead projector) because people coming in and out down here
11 (indicating to overhead projector) have to look at all this, in addition to people in the
12 car wash.

13
14 Member Miller agreed with Chairman Hawkins' comments. He said that there is a
15 shared responsibility for that area with Lake Mary Car Wash and La Petite
16 Academy and should look nice for them too, but he was not sure how to make all
17 that happen. He also thought that Gander probably has more traffic to the Gander
18 store on that road than they will have on Flagg Lane. Flagg Lane is going to be the
19 I-4 traffic coming off and going in; that you will have everybody probably leaving the
20 other way and you will also have a lot of traffic coming in that way, local traffic,
21 coming in that side. He said that he wished we could fix things.

22
23 Ms. Fitzgerald stated, if we can figure out a way to get a contribution from these
24 other owners, it would be nice.

25
26 Member Cartmill said that he would third that point because it would be a benefit of
27 everyone in there, including Wendy's, Bob Evans, and possibly the Mobile station
28 because sometimes if you are coming up Lake Emma Road, that is the only way.
29 He stated that you are not going to go to Lake Mary Boulevard and go all the way
30 around just to get into those places, especially for the locals. That is the way to go
31 in and out of that whole complex. So, if that did look nice, that would be good. He
32 said that he would agree to somehow come up with a cooperative agreement with
33 the other businesses in there to somehow get a monument sign, something that
34 would show that those other businesses are in there and hopefully that would help
35 everybody.

36
37 Ms. Fitzgerald stated that she could advise them maybe to do that, but they have
38 not been engaged with them in the PUD process, just on the one lot that is in that
39 subdivision; that she didn't know how receptive they would be to doing that, but she
40 stated "we hear you". I mean, we understand that you want it to look nice or at
41 least be cleaned up". She said that she wasn't aware of the homeless issue there.
42

DRAFT

1 Chairman Hawkins stated that it appears there is a homeless situation there
2 because it is just overgrown shrub and overgrown brush. He said he would just
3 like to see it trimmed back, cleaned up and kept mowed; that that would be a big
4 improvement. He stated that he wasn't saying to spend money on irrigation and
5 landscaping.
6

7 Member Miller said that since this is in the middle of commercial establishments, it
8 doesn't look right.
9

10 Chairman Hawkins opened the hearing to public comment. Hearing none, he
11 closed that portion and entertained board discussion and/or a motion.
12

13 Chairman Hawkins expressed that he would like to add a condition that says that
14 the remaining portion of Flagg Lane be cleaned up and maintained, with or without
15 irrigation and landscaping, as part of Phase 1B.
16

17 **MOTION:**
18

19 **Member Cartmill moved to recommend approval to the City Commission**
20 **the request by Brooks and Amaden, Inc./Nicholas Messina regarding a Final**
21 **PUD (C-2 to PUD) for Gander Mountain-Lake Mary, 3750 Flagg Lane, Lake**
22 **Mary, Florida, consistent with staff's Findings of Fact listed in the Staff**
23 **Report and subject to the following condition. Member Miller seconded the**
24 **motion, which carried unanimously 4-0.**
25

26 **CONDITION:**
27

- 28 **1. Planning and Zoning Board recommends that the remaining portion of**
29 **Flagg Lane be cleaned up and maintained, with or without irrigation and**
30 **landscaping, as part of Phase 1B.**
31

32 Mr. Omana announced that this item will be moving forward to the City Commission
33 in January 2013.
34
35
36
37
38
39
40
41
42
43

QUASI-JUDICIAL SIGN-IN SHEET

12/11, 2012
P+2 MEETING
(please print)

Name Marion Anderson Phone No. 407-322-8029

Address 3840 Stillwood Lane

Item of Interest Subdivin Plan for Waterside

Name Cindy Anderson Phone No. 321-689-1291

Address 3840 Stillwood Lane

Item of Interest Subdivisim Plan for Waterside

Name DELORES LASH Phone No. _____

Address P.O. Box 950128 LAKE MARY

Item of Interest _____

Name JOHN LAKE Phone No. 407 322 1752

Address 3850 STILLWOOD LN

Item of Interest WATERSIDE development

Name BESS CARROLL Phone No. 407-314-7700

Address 264 N. MYRA DR. LK MARY FL 32746

Item of Interest VARIANCE

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: January 17, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler

SUBJECT: Ordinance No. 1480 - Amending Waterside PUD, 1255 and 1275 W. Lake Mary Boulevard; LLC/Allan Goldberg, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)

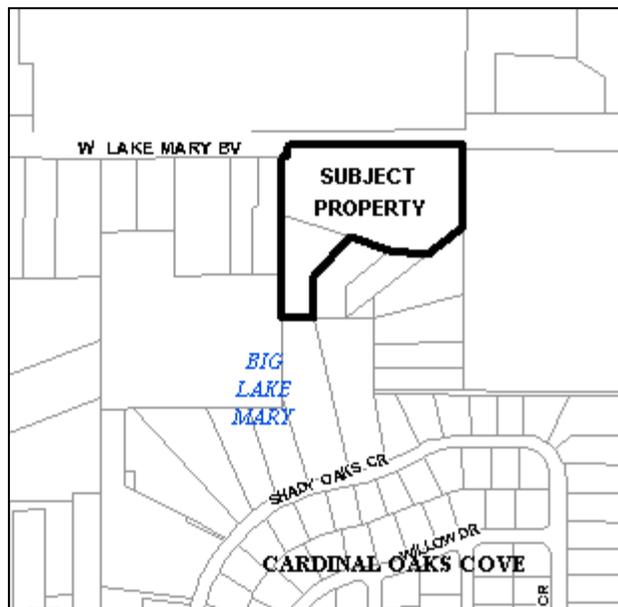
REFERENCE: City of Lake Mary Code of Ordinances, Comprehensive Plan, Waterside Final PUD and Developer's Agreement.

REQUEST: The applicant proposes a revision to the adopted Final Planned Unit Development (PUD) for the subject property.

CONSIDERATIONS:

Location: The subject property is located on the south side of Lake Mary Boulevard adjacent to and north of Big Lake Mary.

Description: The property to be rezoned contains +/- 5.875 acre tract, with 5.75 acres above mean high water. The subject property has parcel ID numbers of 15-20-30-300-0050-0000 & 15-20-30-300-005a-0000. Currently, the subject property is developed with 2 residences.



Zoning:

NW NA	N NA	NE NA
W R- 1AAA(*)	SITE PUD(*)	E A-1(*)
SW A-1	S A-1 & R- 1AA	SE A-1

Future Land Use:

NW NA	N NA	NE NA
W LDR	SITE LDR	E LDR
SW LDR	S LDR	SE LDR

* = On March 6, 2008, the City Commission adopted Ordinance No. 1282, establishing the Big Lake Mary Overlay zoning district. The regulations of the Big Lake Mary overlay zoning district apply to properties east and west of the subject property. To the extent that it does not conflict with the adopted Final Waterside PUD, the provisions of the Big Lake Mary overlay zoning district apply to the subject property.

FINAL PUD PLAN: The subject property has a Low Density Residential (LDR) land use designation. The LDR land use designation allows up to 2.5 DU/A and the A-1 zoning permits 1 dwelling unit per 3 acres. Previously, the applicant proposed to rezone the subject property from A-1 to R-1AA and develop a 12-lot subdivision. On February 1, 2007, the City Commission approved the Preliminary PUD plan and Developer's Agreement for a 7-lot subdivision. In 2008, the City Commission adopted Ordinance No. 1200 approving the Final PUD for the Waterside Development.

Comparison of adopted Waterside PUD plan and proposed Waterside PUD plan:

Number of Lots –

The adopted PUD contains a total of seven (7) lots.

The number of lots in the proposed PUD shall not exceed five (5).

Lot Area –

The minimum square footage of each lot shall comply with the R-1AAA zoning district (21,780 square feet). The adopted PUD lists the minimum square footage of the lots as follows: Lot # 1 = 38,767; Lot # 2 = 38,284; Lot # 3 = 35,671; Lot # 4 = 32,053; Lot # 5 = 29,292; Lot # 6 = 23,975 & Lot #7 = 48,142. The square footage of the five proposed lots is as follows: Lot #1 = 44,866; Lot #2 = 50,094; Lot #3 = 42,253; Lot #4 = 46,609; & Lot #5 = 71,874.

The proposed PUD meets or exceeds the minimum lot area requirements of the R-1AAA zoning district (21,780 square feet) and the Big Lake Mary overlay zoning district (40,000 square feet). Lot 5 is a waterfront lot. It exceeds the minimum requirement of 40,000 square feet of lot area for waterfront lots, per Section 154.12.

Lot Width –

In the adopted PUD, the minimum lot width at the building setback line shall be a minimum of 100'.

In the proposed PUD, the minimum lot width shall be 125', which meets the minimum requirements of the Big Lake Mary overlay zoning district.

Potable Water –

The adopted PUD shows the lots served by City of Lake Mary potable water. There is a 10" water main along Lake Mary Boulevard, turning south on Stillwood Lane connecting to Cardinal Oaks Cove. There is also a 2" water line that runs south from the 10" line along Lake Mary Boulevard through the middle of the subject property. The existing residences between the PUD and the lake are served by both the 2" line and a line from the 10" line. In light of this, the 2" water line needs to be abandoned and removed.

The proposed PUD shows the lots served by City of Lake Mary potable water.

Sewer Service –

The existing PUD shows that sewer service would be provided by a 4" force main connecting to the City of Sanford sewer system main under Lake Mary Boulevard. The lift station and the force main would be owned and maintained by the owners of the seven lots. The City is committed to contribute ½ of the costs, not to exceed \$50,000, to construct the sewer force main under Lake Mary Boulevard.

The proposed PUD Developer's Agreement states that wastewater service for each of the five lots may be either by individual septic systems or via a sewer force main connecting into the City of Sanford utility system. If the City requires that the development connect into the City of Sanford wastewater system, the developer proposes that the City's contribution would be a fixed amount of \$80,000. This contrasts with the requirement in the existing PUD agreement that the City would provide ½ of the costs associated with constructing the sewer main under Lake Mary Boulevard, not to exceed \$50,000.

Connection to the City of Sanford sewer system requires that a property owner's association be created to own and maintain the sewer force main to the point of connection into the City of Sanford wastewater system.

In order for the lots within the Waterside development to connect to the City of Sanford utility system, the City of Lake Mary was required to enter into an agreement with the City of Sanford. In October 2007, this agreement was formalized. A copy of the agreement is attached.

Driveways –

The adopted PUD plan shows four driveways on Lake Mary Boulevard. There is a driveway for Lot 7. Lots 5&6, lots 3&4 and lots 1&2 share a driveway. Prior to the issuance of a site construction permit, the applicant shall provide a copy of the Seminole County Right-Of-Way Utilization Permit.

The proposed PUD shows a total of 3 driveways on Lake Mary Boulevard. Lot 5 will have a driveway. Lots 3&4 will share a driveway and lots 1&2 will share a driveway. Because Lake Mary Boulevard is a Seminole County roadway, the owners of these lots shall acquire a Seminole County Right-Of-Way Utilization Permit in order to construct driveways.

Roadways – The paving of Stillwood Lane and the access easement is an unresolved policy issue.

Stillwood Lane is the primary access for the existing residences along the east shore of Big Lake Mary. The 20' wide easement provides secondary access for emergency vehicles for the proposed 7 lots and primary access for the two existing residences between the PUD and Big Lake Mary. The City and the developer agreed that the developer would install 1" of road base and cold mix paving for Stillwood Lane and the access easement. The access easement would provide secondary access and access for emergency vehicles for the seven lots.

The proposed PUD does not show any improvements to Stillwood Lane or to the access easement along the southern portion of the proposed lots. The unpaved access easement currently provides access for emergency vehicles to the existing adjacent residences and would do so in the future. No access to the 5 lots is proposed from the existing easement.

Access to Big Lake Mary –

The existing PUD restricts access to Big Lake Mary to the owners of Lot 7 and states that the owners of Lot 7 are permitted to have a maximum of three watercraft on the lake at any one time.

The proposed PUD has eliminated the access easement over Lot 5. By removing the access easement from Lot 5, only the owners of Lot 5 would have access to Big Lake Mary. Additionally, the developer's agreement states that access to Big Lake Mary is allowed only to the owners of Lot 5 and allows such owners to have a maximum of three watercraft on the lake at any one time.

Stormwater –

The adopted PUD had an interconnected stormwater system along the rear of the lots.

The proposed PUD shows self-contained stormwater ponds in the rear of each of the 5 proposed lots.

Walls & Fencing –

The adopted PUD requires a 6' high fence be installed at the rear of each lot, adjacent to the access easement. The PUD was silent about any fencing or wall along Lake Mary Boulevard.

The proposed PUD does not show a fence at the rear of the lots. At the developer's option, the PUD proposes a 6' high polyvinyl fence along the east side of Lot #1 along Stillwood Lane and a 6' high wall along Lake Mary Boulevard. The wall may be constructed of either brick or painted stucco. Exhibit C of the developer's agreement provides detail sheets of a brick wall option, a stucco wall option and the swing gate.

When a wall is proposed along Lake Mary Boulevard, the City's Code of Ordinances requires such walls to be constructed of bricks; however, there is a waiver process that allows the City Commission to approve walls along Lake Mary Boulevard constructed of materials other than brick. To date, the City Commission has allowed a number of stucco walls along Lake Mary Boulevard.

Developer's Agreement –

As referenced above, the previous Waterside developer filed a Bert J. Harris action against the City. The City and the developer agreed upon a mediator and a compromise was reached. The compromise was memorialized in a settlement agreement. The settlement agreement was utilized as the PUD developer's agreement.

The proposed document has been revised to memorialize the previous settlement agreement, retain those entitlements of the previous agreement that the developers proposes to keep and identifies new development standards that the current developer proposes to implement. The specific differences are those listed above.

Sandhill Cranes –

At the December 11, 2012 Planning and Zoning Board meeting, a member of the public stated that a family of Sandhill Cranes uses the subject property for nesting and foraging. The adopted PUD provided an environmental report that stated that there were no endangered or threatened species on the subject property.

The applicant provided an environmental report prepared by Bio-Tech Consulting Incorporated. The initial report did not find any evidence of endangered or threatened species; however, it did not specifically address Sandhill Cranes. On December 14, 2012, Bio-Tech Consulting, Inc. provided an addendum, stating that, at the time of the survey, no Florida Sandhill Cranes were observed to utilize any portion of the subject property for foraging and or nesting. A copy of this letter is attached.

FINDINGS OF FACT: Staff finds that the Final PUD for the Waterside development meets or exceeds the relevant provisions of the City's Code of Ordinances with the following conditions:

1. The PUD be approved with the connection to the City of Sanford wastewater system in accordance with the original approval and revise the Developer's Agreement to read that the Developer and subsequent homeowner's association shall own and maintain the force main downstream from the point of connection to

the City of Sanford wastewater system. The requested City contribution of \$80,000 is a policy decision to be decided by the City Commission.

2. Prior to the issuance of a site construction permit for the development, the developer shall provide a copy of a Seminole County Right-Of-Way Utilization Permit for the proposed driveways.
3. The plans and developer's agreement shall be revised indicating that the developer shall install 1" of road base and cold mix paving on Stillwood Lane and the access easement on the subject property.
4. The Developer's Agreement shall be amended to include the following language, "To the greatest extent possible the developer shall make the southern elevation of the homes to be built in a manner that will be least offensive to the existing homeowner to the south of the property.
5. During the construction process, if Sandhill Cranes or any other endangered or threatened species are documented to be present on the subject property, the applicant shall comply with all relevant protective measures.

PLANNING AND ZONING BOARD: At their regular December 11, 2012 meeting, the P&Z voted 4 to 0 to recommend approval of the proposed Waterside Final PUD with conditions 1 – 5, as shown above.

ATTACHMENT:

Ordinance
Location Map
Zoning Map
Future Land Use Map
Aerial Photo
Final PUD Plan
Adopted Developer's Agreement
Utility Service Agreement with the City of Sanford
December 14, 2012 letter from Bio-Tech Consulting, Inc.
Minutes

2012-RZ-06 Waterside PUD CC

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE CITY OF LAKE MARY OFFICIAL ZONING MAP BY REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, CONSISTING OF APPROXIMATELY 5.875 ACRES, LOCATED SOUTH OF LAKE MARY BOULEVARD AND ADJACENT TO AND NORTH OF BIG LAKE MARY, MORE FULLY DESCRIBED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida and Waterside Development, LLC, a Florida limited liability company, entered into that certain Settlement and Development Agreement dated March 14, 2007 and recorded March 20, 2007 in O.R. Book 6330, Page 485, Public Records of Seminole County, Florida relating to the 5.875 (+/-) acre site located at 1255 West Lake Mary Boulevard, Lake Mary, Florida after the parties completed dispute resolution under Florida Statutes § 70.51; and

WHEREAS, on July 26, 2007, the City approved Ordinance No. 1254, rezoning the subject property to Planned Unit Development, PUD subject to the terms of the Settlement and Development Agreement; and

WHEREAS, the Agreement granted the right to develop a 7 lot subdivision on the subject property with certain conditions to protect the public, and

WHEREAS, Alan Goldberg, acting as agent for ZDA, L.L.C., has petitioned the City of Lake Mary, Florida, to amend the adopted Waterside PUD Agreement, and the Waterside Amended and Restated Settlement, Development and Planned Unit Development Agreement will replace the prior PUD Agreement in its entirety; and

WHEREAS, on Tuesday, December 11, 2012, the City of Lake Mary Planning and Zoning Board held a duly noticed public hearing on the proposed zoning change set forth herein and considered findings and advice of staff, citizens and all interested parties submitting written and oral comments and supporting data and analysis, and

after complete deliberation, voted 4 to 0 to recommend approval of the requested Planned Unit Development; and

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

WHEREAS, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and in order to promote the health and general welfare of the citizens of Lake Mary, Florida, to amend the adopted Waterside PUD, Planned Unit Development, zoning designation.

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

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

SEE ATTACHMENT "A"

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

Section 3. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake

Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

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

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

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

FIRST READING: January 17, 2013

SECOND READING: February 7, 2013

PASSED AND ADOPTED this 7th day of February, 2013.

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"
LEGAL DESCRIPTION

A PORTION OF THE NE ¼ OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 15, BEING A RECOVERED 4" X 4" CONCRETE MONUMENT; THENCE SOUTH 00 DEG 42 MIN 51 SEC WEST ALONG THE WEST LINE OF THE NE ¼ OF SAID SECTION 15 FOR A DISTANCE OF 51.03' TO THE POINT OF BEGINNING, BEING A RECOVERED 4" X 4" CONCRETE MONUMENT STAMPED "PSL # 3144"; THENCE SOUTH 89 DEG 25 MIN 10 SEC EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD, ACCORDING TO THE OFFICIAL RECORDS BOOK 2573, PAGE 2143 FOR A DISTANCE OF 536.19' TO A SET IRON PIPE AND CAP STAMPED "LB # 3778"; THENCE CONTINUE SOUTH 89 DEG 56 MIN 53 DEG EAST FOR A DISTANCE OF 122.16' TO A SET IRON PIPE AND CAP STAMPED "LB 3778"; THENCE SOUTH 00 DEG 42 MIN 17 SEC WEST ALONG THE EAST LINE OF THE NW ¼ OF TH4 NW ¼ OF THE NE ¼ OF SAID SECTION 15 FOR A DISTANCE OF 277.92' TO A SET IRON PIPE AND CAP STAMPED "LB 3778"; THENCE SOUTH 53 DEG 03 MIN 05 SEC WEST ALONG THE NORTHWESTERLY LINE OF LANDS DESCRIBED I OFFICIAL R4ECORDS BOOK 2253, PAGE 1064 A DISTANCE OF 171.59' TO A RECOVERED 2" IRON PIPE; THENCE NORTH 78 DEG 12 MIN 33 SEC WEST ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5375, PAGE 1186 FOR A DISTANCE OF 139.37' TO A RECOVERED 2" IRON PIPE; THENCE NORTH 69 DEG 57 MIN 28 SEC WEST ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5455, PAGE 1159 FOR A DISTANCE OF 160.94' TO RECOVERED 2" IRON PIPE; THENCE SOUTH 43 DEG 25 MIN 44 SEC WEST ALONG THE WESTERLY LINE OFR LANDS DESCRIBED IN OFFICIAL RECORDS OOD 5455, PAGE 1159 FOR A DISTANCE OF 192.91' TO A RECOVERED 2" IRON PIPE; THENCE CONTINUE SOUTH 01 DEG 38 MIN 24 SEC WEST FOR A DISTANCE OF 166.65'; THENCE NORTH 89 DEG 36 MIN 35 SEC WEST FOR A DISTANCE OF 100.37'; THENCE NORTH 00 DEG 42 MIN 51 SEC EAST ALONG THE WEST LINE OF THE NE ¼ OF SAID SECTION 15, A PORTION OF WHICH ALSO BEING THE EAST LINE OF SEAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 51, PAGES 69 AND 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A DISTANCE OF 608.98' TO THE POINT OF BEGINNING.

ATTACHMENT "B"
PUD DEVELOPER'S AGREEMENT

*Proposed
Waterside PUD
Agreement*

Prepared by:
Catherine D. Reischmann, Esq.
City Attorney
P.O. Box 2873
Orlando, FL 32802-2873

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

**WATERSIDE AMENDED AND RESTATED SETTLEMENT,
DEVELOPMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT**

This Amended and Restated Settlement, Development and Planned Unit Development Agreement (the "Amendment") is made and entered into as of the ____ day of _____, 2012 by and between **ZDA, L.L.C.**, a Florida limited liability company with an address of 100 S. Virginia Ave., Unit 201, Winter Park, Florida 32789 (hereinafter "Developer") and **City of Lake Mary, Florida**, a municipal corporation with an address of 100 N. Country Club Road, Lake Mary, Florida 32746 (the "City").

RECITALS:

WHEREAS, the City and Waterside Development, L.L.C., a Florida limited liability company, entered into that certain Settlement and Development Amendment (hereinafter "Agreement") dated March 14, 2007, and recorded on March 20, 2007 in O.R. Book 6330, Page 485, Public Records of Seminole County, Florida, relating to the 5.875(+/-) acre site located at 1255 West Lake Mary Boulevard, Lake Mary, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property" or the "Subdivision") after the parties completed dispute resolution under Fla. Stat. § 70.51; and

WHEREAS, on July 26, 2007, the City approved Ordinance 1254, rezoning the Property to Planned Unit Development ("PUD") subject to the terms of the Agreement; and

WHEREAS, the Agreement granted the right to develop a 7 lot subdivision on the Property with certain conditions to protect the public (the "Original Project"); and

WHEREAS, ZDA, L.L.C., is the successor developer to Waterside Development, L.L.C.;
and

WHEREAS, the Developer has requested an amendment to the Agreement, and this Amendment will replace the Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Planned Unit Development and Permitted Development Uses. Regarding minimum lot area and width, the Developer plans to develop the Property to meet or exceed the Lake Mary Overlay standards. The City shall review the final PUD and Development plan and other required submittals, provide information and input to the Developer, and respond to inquiries by the Developer in a good-faith and timely manner so as to facilitate the final approval of the PUD, and approval of the final Plat.
3. Development Uses.
 - (i) The Property shall be developed as a five-lot subdivision in accordance with the Preliminary Development Plan ("PDP") attached hereto and made a part hereof as Exhibit "B." All notations, including those regarding lot lines, setbacks, and, as set forth in the PDP are incorporated herein by reference and made a part hereof. The minimum lot sizes, and setbacks, and location of easements shall be as depicted on the PDP.
 - (ii) The minimum square footage of each residence shall be 2,500 square feet, excluding any detached guest house which is an authorized ancillary use, so long as said guest house is consistent with City Code, including setback requirements.
 - (iii) The easement shown on the PDP along the rear of lots 1 through 4 shall remain unpaved. There shall be no lake access provided to the owners of lots 1 through 4 on the Driveway entrance to lot 5 from Lake Mary Boulevard.
 - (iv) The use, access and dockage of watercraft on Big Lake Mary shall be in compliance with Section 154.12 of the City of Lake Mary Code of Ordinances. A dock may be installed by the owner of Lot 5 (as set forth on PDP), provided that no more than three (3) watercraft shall be moored at such docking facility in accordance with Section 154.12.
 - (v) The PDP attached hereto depicts access to Lake Mary Boulevard from each lot. It is acknowledged and understood that such access is subject to approval by Seminole County. In the event such access is reconfigured, such changes shall be incorporated into the final PUD.
 - (vi) At the sole option of the Developer, the fronts of the homes can either be facing the 20' ingress/egress access easement to the south of the Property or facing Lake Mary Blvd. Should Septic Tanks be allowed to be constructed, they will be allowed to be constructed on either side of the structure.

(vii) The Developer, at its sole discretion can construct, a six foot high brick or painted stuccoed masonry wall along Lake Mary Boulevard along with optional individual gated entrances. These walls will be allowed to be constructed with each individual residence. See Exhibit "C", as depicted on the PDP.

(viii) Retention/detention areas required to treat drainage from each lot, will be constructed on individual lots at the time of construction of structures on those lots.

4. Sewer. The Developer will be allowed to install a septic system for each residence if permitted by the City. If not, the Developer will construct fully operational sewer system on the Property, to include a lift station or individual pumps. Should the City decide to have the Developer install the sewer system, the City shall enter into a reciprocal utility agreement (the "Utility Agreement") with the City of Sanford pursuant to which the Property will be serviced by the City of Sanford wastewater system on or before 90 days from the date of approval of PDP. The manner of connection, sewer tap fees, and customer service charges shall be set forth in the Utility Agreement; provided, however, that the City shall not, with the exception of a one time administrative charge per lot (as provided by Code), levy any additional charges or fees in excess of those imposed by the City of Sanford. The City shall be responsible for \$80,000.00, to cover its agreed upon portion of all costs of installation of a pipe, at least 4" in diameter, from the point of connection with the City of Sanford's wastewater system on the north side of Lake Mary Boulevard to the boundary of the property at Stillwood Lane, as well as onsite piping and lift station or individual lot pumps, should they be approved by the City of Sanford. The City agrees to pay its portion of the cost as work progresses, and as required by the terms of the construction contract for such work. The sewer system located on the Property, including the sewer collection system, the wastewater lift station or individual pumping, and the wastewater force main, shall be owned and maintained by either the City of Sanford or the Homeowners' Association referenced in paragraph 5. The "off-site" portion of the wastewater force main, located off the Property, shall be owned and maintained by the City of Sanford. The wastewater lift station and wastewater force main shall be constructed to the City of Sanford standards.

5. Homeowners Association. A Homeowners Association shall be created, to among other things, provide for operation of the lift station; the maintenance of easements within the Property as depicted on the PDP; and for the purpose of regulating and enforcing subdivision restrictions. All easements as shown on the PDP shall be maintained as private roads subject only to use by third parties as are permitted or required by existing dedicated easements.

6. Other Requirements. With the exception of the matters reflected on the PUD or in this Amendment (which shall be governed by the code, ordinances and regulations in effect as of the date of filing of the Application), any issues not specifically addressed in this Amendment shall be subject to review through the City's standard review processes and shall reflect standards consistent with the City Code, as it may be from time to time amended.

7. Further City Commission Review and Additional Approvals. It is understood that in addition to approval of the PDP, the City must conduct other additional hearings to approve

the rezoning of the Property, the final PUD, and the Plat. Further, in order for development of the lots to proceed, the City must review and approve final engineering plans for the Property and issue individual building permits. The failure of this Amendment to address a particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, condition, terms or restrictions.

8. Not a Rezoning. This Amendment does not constitute a land use approval. The rezoning process outlined in the City Code must be complied with prior to commencement of any development activities within the Property.

9. Comprehensive Plan. This Amendment is consistent with the City of Lake Mary Comprehensive Plan and shall be consistent with the land development regulations of the City of Lake Mary, Florida in effect at the time of this Amendment.

10. Term. The duration of this Amendment shall be for a term of 10 years from the effective date of this Amendment. If development of the Property is not completed in accordance with the final PUD and Plat, the terms and conditions of this Amendment and applicable state laws of the State of Florida within 10 years from the effective date of this Amendment, then in that event, the City of Lake Mary shall not be precluded, prohibited, or stopped from redesigning and/or rezoning all or any portion of the Property.

11. Binding Covenants. This Amendment shall run with the title to the property and the benefits and burdens hereof shall inure to the benefit of all successors in interest to the parties hereto; provided, however, the provisions of this paragraph are not intended to imply or require the City's consent or joinder in mortgages encumbering the restrictions, execution or easements or any other instrument executed in connection with the development or sale of the Property.

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

13. Definition of Terms. Except as defined herein, other terms shall have the meaning and definition as set forth in the City of Lake Mary Code of Ordinances in effect as of the date hereof.

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

15. Notice. Any notice of either party to the other shall be in writing, and shall be given and be deemed to have been duly given, if either delivered personally or mailed in a registered or certified postage paid envelope addressed to the addressee set forth below. Either party may, at any time, change the address for notices to such party by the delivery or mailing as aforesaid of a notice stating the change and setting forth the changed address:

To City: Jackie Sova, City Manager

City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

To Owner: ZDA, L.L.C.
Attn: Allan Goldberg, Manager
100 S. Virginia Avenue, Unit 201
Winter Park, FL 32789

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

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

18. Compliance with Laws. The failure of this Amendment to address a particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

19. Recording. This Amendment shall be recorded by the City, at the Developers expense, in the public records of Seminole County, Florida within fourteen (14) days after this Amendment is approved by the City Commission of the City and signed by all parties hereto.

20. No Representations. The City and Owner jointly and individually represent and warrant that they have freely and voluntarily entered into and executed this Amendment, and that they have not been induced to enter into and execute this Amendment by any warranty, representation, promise, covenant, or Amendment made by or on behalf of any other party hereto, except as specifically set forth herein.

21. Disclaimer of Third Party Beneficiaries. This Amendment is solely for the benefit of the formal parties to this Amendment and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not, a formal party hereto, Nothing in this Amendment, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Amendment or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

22. This Amendment supersedes the Agreement in its entirety. The Agreement is no longer in effect.

23. Effective Date. This Amendment shall not be effective or binding on any party until this Amendment is approved by the City Commission of the City and signed by all parties hereto, and until recorded.

[signatures to follow]

WITNESSES:

ZDA, L.L.C., a Florida limited liability company

(print)

(print)

By: _____
Allan Goldberg, Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Allan Goldberg, Manager of ZDA, L.L.C., who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

CITY OF LAKE MARY, FLORIDA

By: _____
David J. Mealor, Mayor

(print)

ATTEST:

By: _____
Carol A. Foster, City Clerk

(print)

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

Notary Public – State of Florida
Print name: _____
My Commission expires: _____

EXHIBIT "A"
PROPERTY

DESCRIPTION:

Parcel 1

Commencing at the Northwest corner of the Northeast 1/4 of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, run South along the West line of said Northeast 1/4 a distance of 270.15 feet for a Point of Beginning; thence continue South, along said West line, 389.85 feet; thence run East, 110.85 feet; thence run North 168.57 feet; thence run North 41 degrees 47 minutes 20 seconds East, 193.01 feet; thence run North 72 degrees 07 minutes 10 seconds West, 251.60 feet to the West line of said Northeast 1/4 and the Point of Beginning, Together with and subject to non-exclusive easement as set forth in Official Records Book 4443, Page 157, Public Records of Seminole County, Florida.

Parcel 2

Beginning at a Point 15 feet South of the North 114 Corner of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, and on the South Right-of-Way Line of Lake Mary Blvd., run South along West Line of the Northeast 114 of said Section 15, a distance of 256.15 feet; thence run South 72 degrees 07 minutes 10 seconds East, 251.60 feet; thence run North 166.40 feet; thence run West 224.45 feet; thence run North 166 feet to the said South Right-of-Way Line; thence run West 15 feet to the Point of Beginning.

Less and Except that portion in that certain Order & Taking recorded in Official Records Book 2679, Page 556, of the Public Records of Seminole County, Florida.

Parcel 3

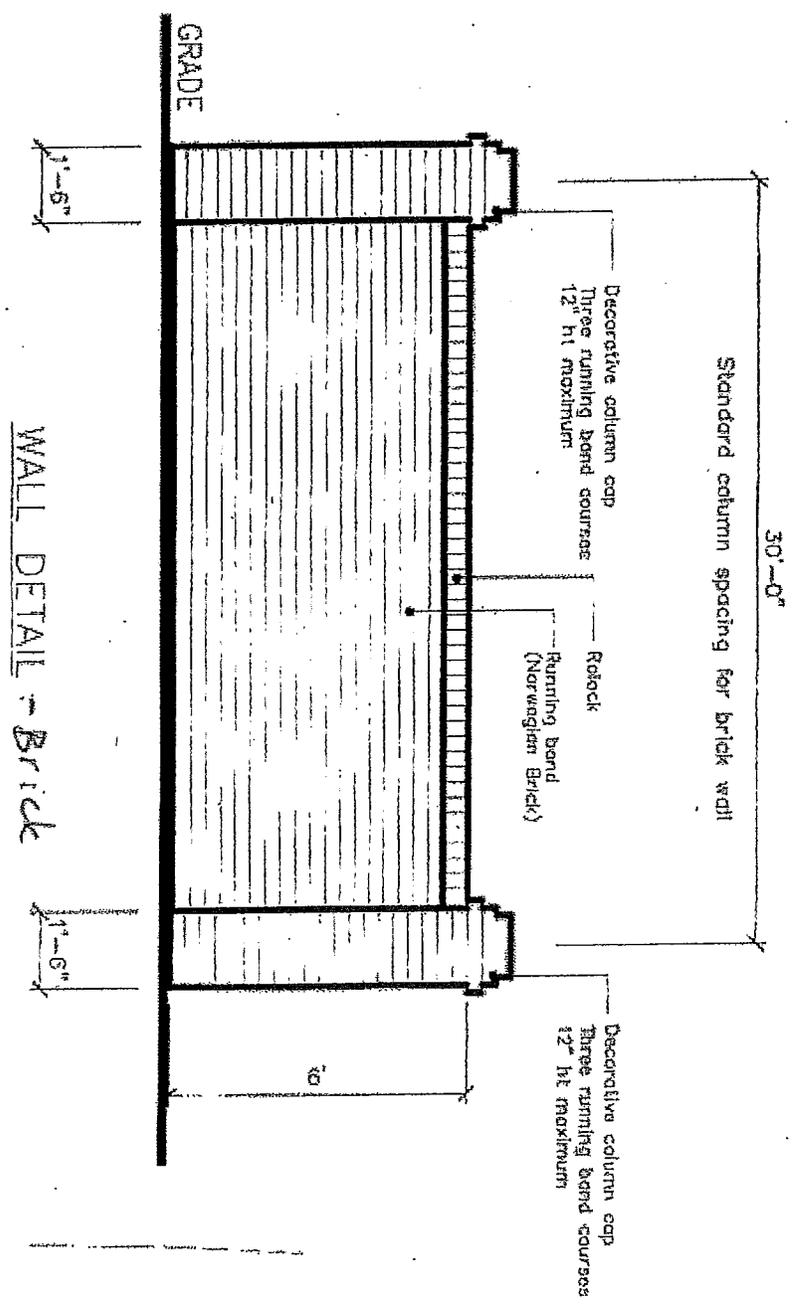
Commencing at a point 15 feet South of the North 1/4 corner of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, and on the South right-of-way of Lake Mary Blvd., run East 15 feet to a point of beginning; thence run East 645 feet; thence run South 315 feet; thence run South 51 degrees West 170.75 feet; thence run North 79 degrees 53 minutes West 139.20 feet; thence run North 71 degrees 36 minutes West 161 feet; thence run North 166.40 feet; thence run West 224.45 feet; thence run North 166.00 feet to the point of beginning.

Less and Except that portion in that certain Order of Taking recorded in Official Records Book 2679, Page 556, of the Public Records of Seminole County, Florida.

EXHIBIT "B"
PUD

EXHIBIT "C"
WALL DETAIL

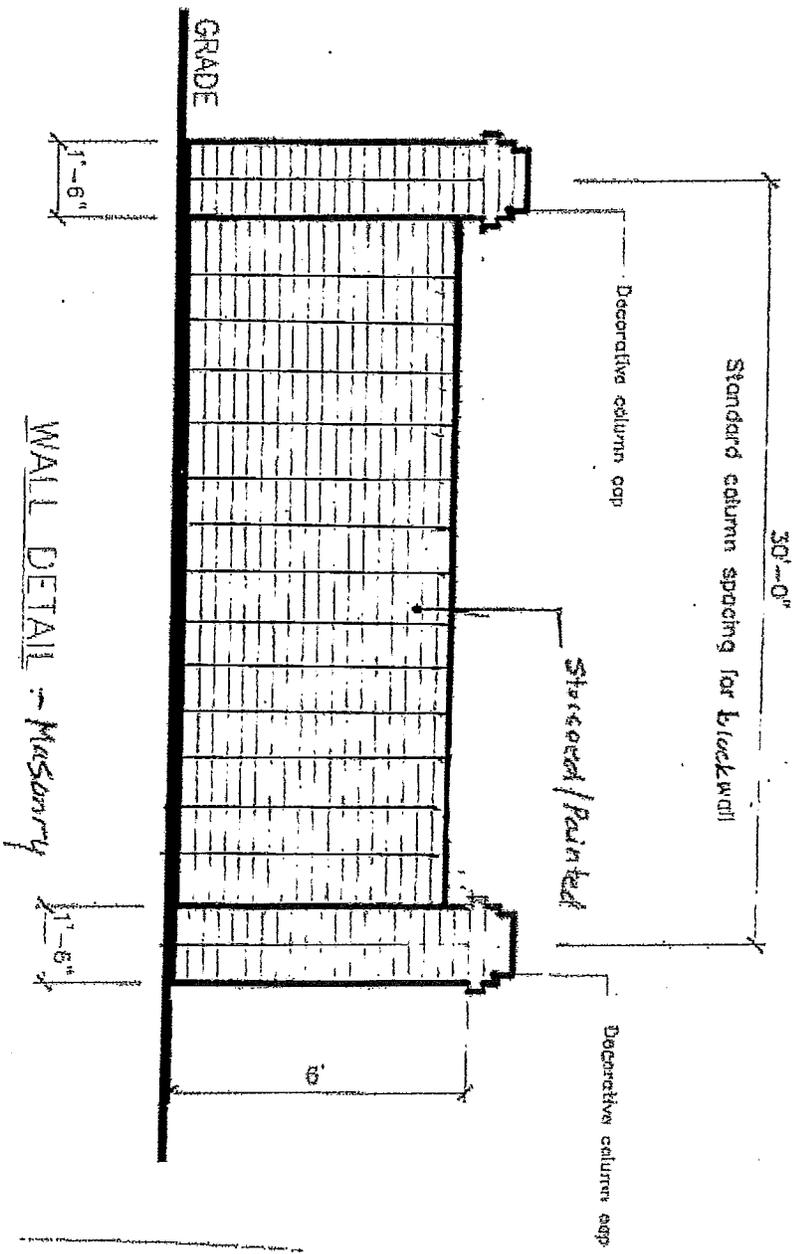
W



WALL DETAIL - Brick

△ DECORATIVE WALL DETAIL

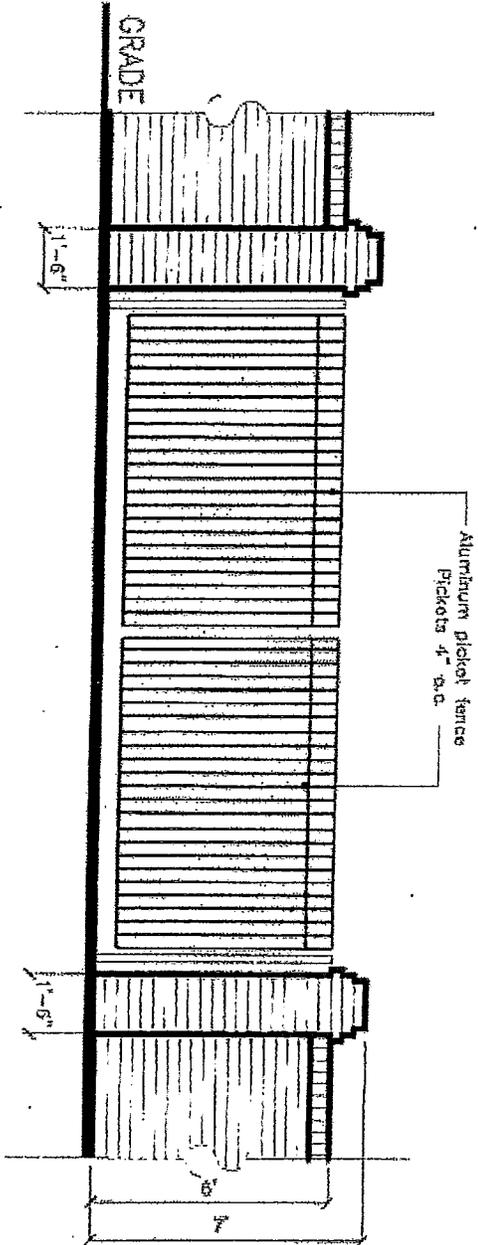
M



DECORATIVE WALL DETAIL

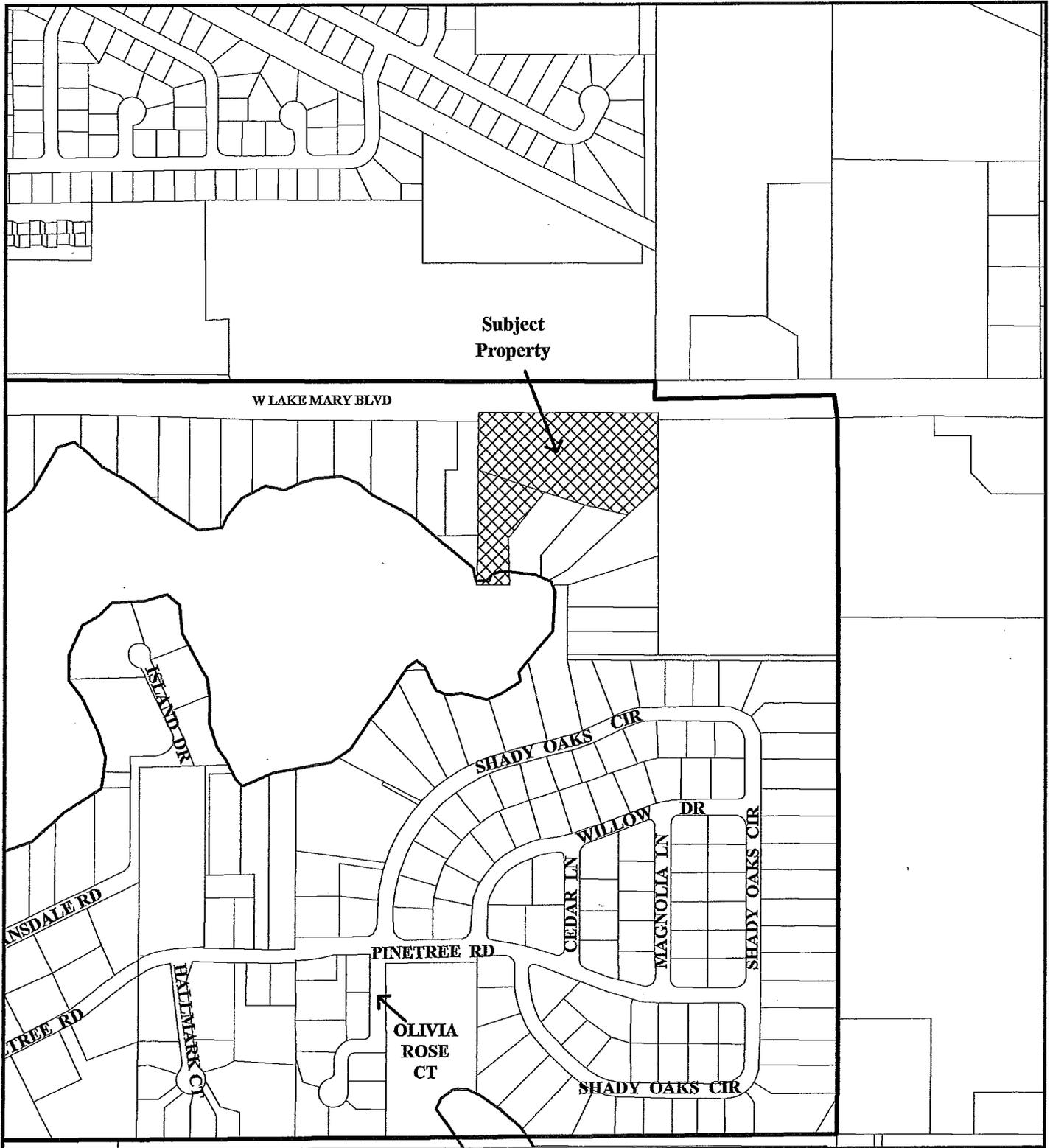


DECORATIVE WALL DETAIL

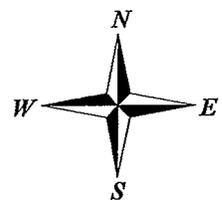


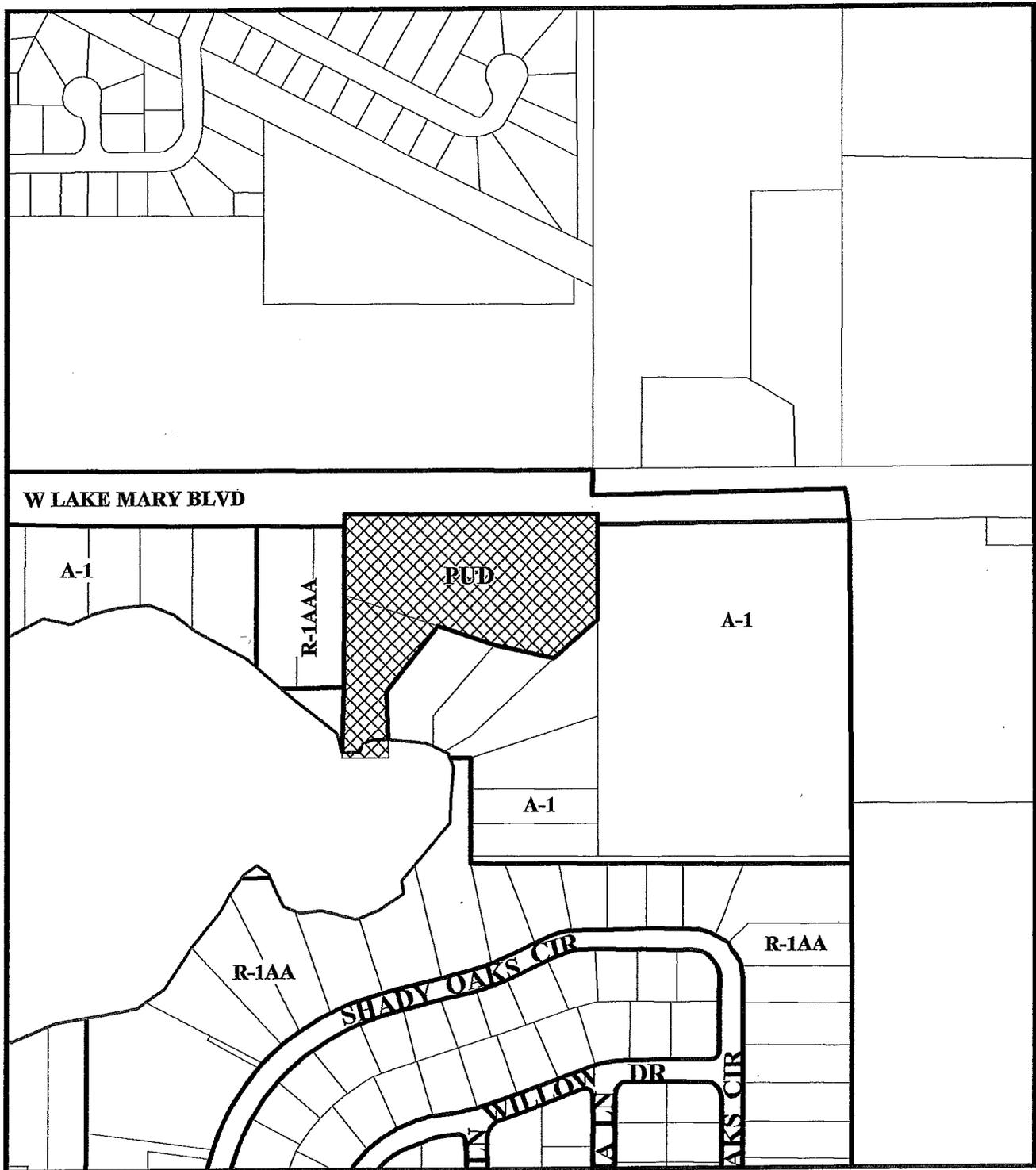
DOUBLE SWING GATE DETAIL (LIFT STATION)





Location Map
1255 & 1275 W. Lake Mary Blvd.



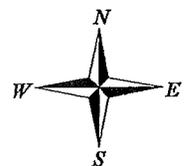


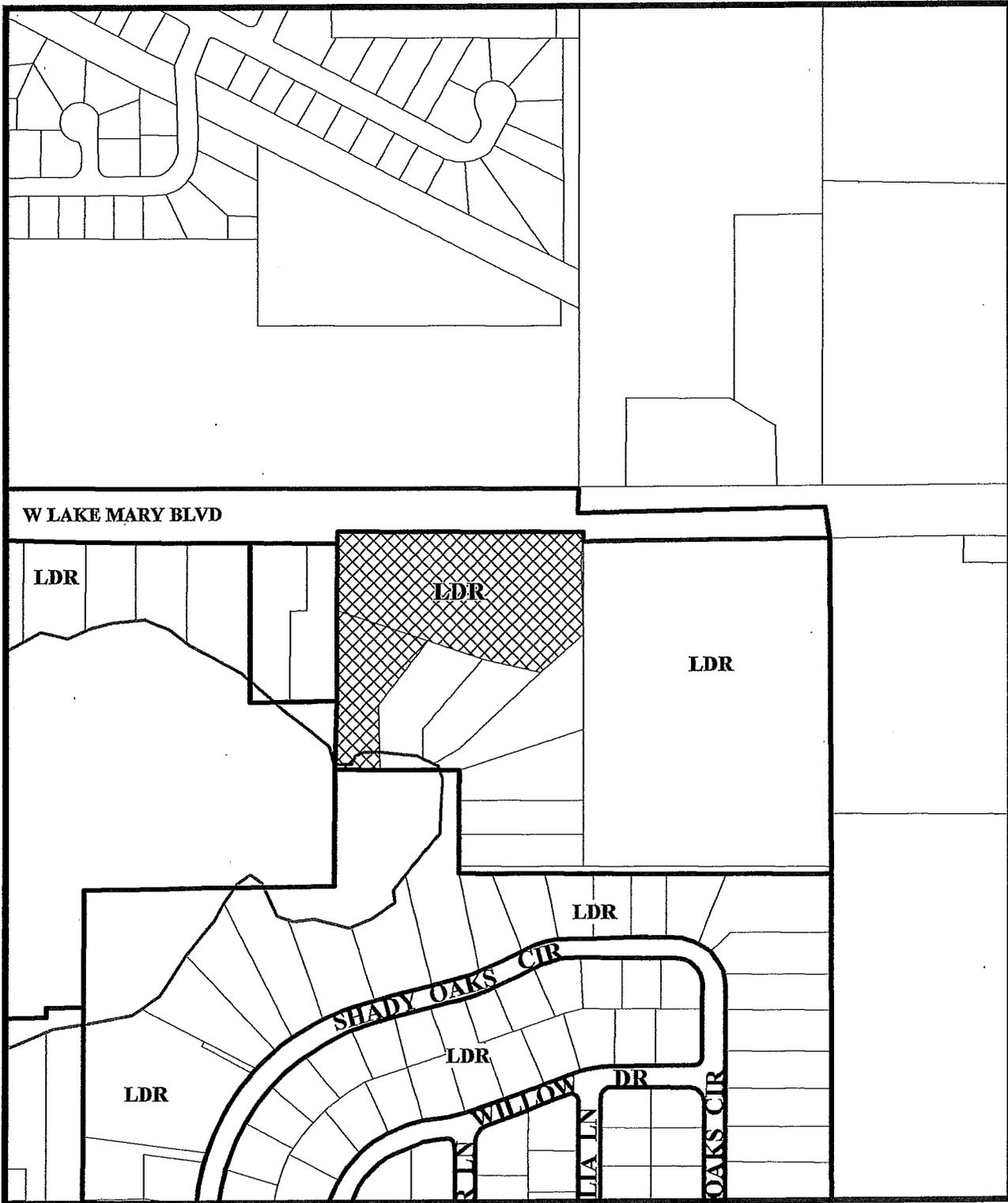
Zoning Map



LEGEND

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

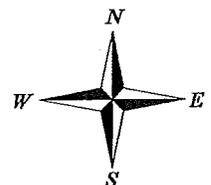




Future Land Use Map



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



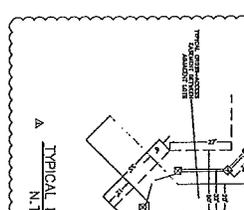
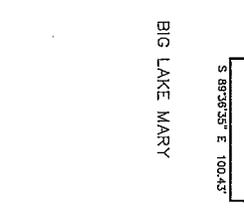
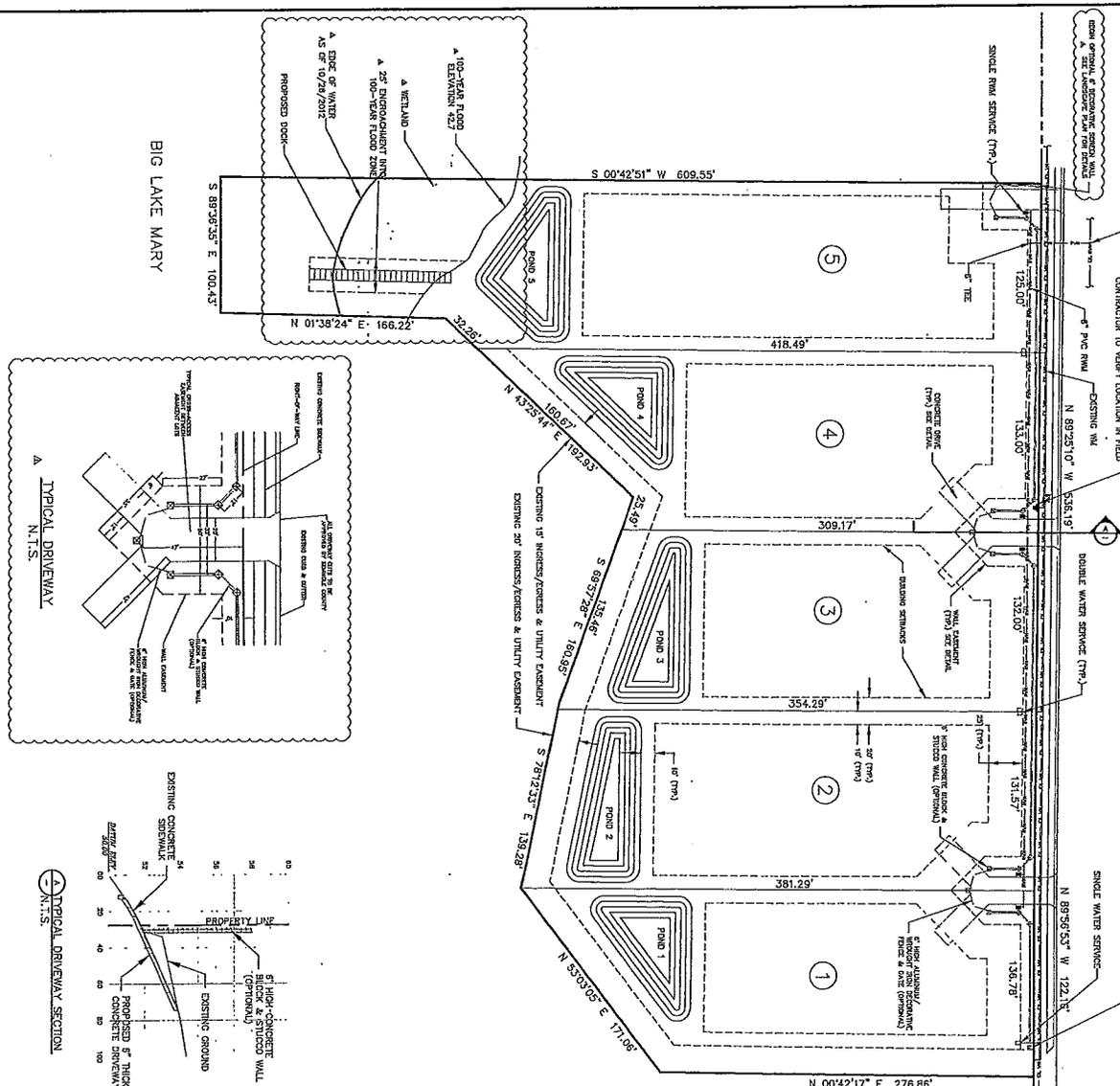
W. Lake Mary Blvd.

Big Lake Mary



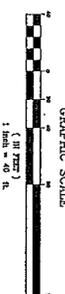
LAKE MARY BOULEVARD

PUBLIC RIGHT OF WAY WIDTH Varies PER THE ORIGINAL SURVEY RECORDS. SURVEY COUNTY ENGINEERING DEPARTMENT AND SEE LANSING POLYMER BODIES



SITE DATA:

PARCELS ID NUMBERS: 15-20-30-300-0081-0000, 15-20-30-300-0084-0000, 15-20-30-300-0085-0000
 PLANNED UNIT DEVELOPMENT
 EXISTING ZONING: A-1
 PROPOSED ZONING: A-1
 EXISTING AREA: 5.87 AC
 PROPOSED AREA: 5.87 AC
 EXISTING LAND USE: LOW-DENSITY RESIDENTIAL
 PROPOSED LAND USE: LOW-DENSITY RESIDENTIAL
 EXISTING LOT AREAS: 1.0-AC MAXIMUM
 PROPOSED LOT AREAS: 1.0-AC MAXIMUM
 PROPOSED LOT DIMENSIONS:
 LOT 1: 136.78' x 62.18'
 LOT 2: 131.57' x 354.25'
 LOT 3: 132.00' x 309.17'
 LOT 4: 131.00' x 418.49'
 LOT 5: 123.00' x 418.49'



NOTES:

- 1) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 2) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 3) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 4) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 5) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 6) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
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- 8) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.
- 9) A 100-YEAR FLOOD ELEVATION IS 42.7'. A 25' DITCH/EMBANKMENT WITH A 100-YEAR FLOOD ZONE IS LOCATED BETWEEN LOT 5 AND THE WETLAND.

<p>DATE REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td>1</td> <td>10/02/2012</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>10/02/2012</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>3</td> <td>10/02/2012</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>4</td> <td>10/02/2012</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>5</td> <td>10/02/2012</td> <td>ISSUED FOR PERMITS</td> </tr> </table>	NO.	DATE	REVISIONS	1	10/02/2012	ISSUED FOR PERMITS	2	10/02/2012	ISSUED FOR PERMITS	3	10/02/2012	ISSUED FOR PERMITS	4	10/02/2012	ISSUED FOR PERMITS	5	10/02/2012	ISSUED FOR PERMITS	<p>ENGINEER IN CHARGE:</p> <p>CHADWYCK H. MOORHEAD, P.E. #31781</p> <p>CERTIFICATE OF REGISTRATION NO. 18-0009721</p>	<p>CLIENT:</p> <p>ZDA, L.L.O.</p> <p>100 824TH WILSONA AVE, UNIT 201 WILSONA, MI 48095 (407) 850-4715</p>	<p>SITE PLAN FOR WATERSIDE</p> <p>LAKE MARY, FLORIDA</p>	<p>MADDEN ENGINEERING</p> <p>3431 E. SHARON AVENUE WILSONA, MI 48095 (407) 850-0330</p>
NO.	DATE	REVISIONS																				
1	10/02/2012	ISSUED FOR PERMITS																				
2	10/02/2012	ISSUED FOR PERMITS																				
3	10/02/2012	ISSUED FOR PERMITS																				
4	10/02/2012	ISSUED FOR PERMITS																				
5	10/02/2012	ISSUED FOR PERMITS																				

*Waterside
Existing PUD*

SETTLEMENT AND DEVELOPMENT AGREEMENT

This Developer's Agreement (the "Agreement") is made and entered into as of the 15 day of March, 2007 by and between **Waterside Development, L.L.C.**, a Florida limited liability company with an address of 120 International Parkway, Suite 220, Heathrow, Florida 32746 (hereinafter "Developer") and **City of Lake Mary, Florida**, a municipal corporation with an address of 100 N. Country Club Road, Lake Mary, Florida 32746 (the "City").

RECITALS:

WHEREAS, on July 6, 2004, Developer filed an application for zoning review (the "Original Rezoning Application") of a 5.875(+/-) acre site located at 1255 West Lake Mary Boulevard, Lake Mary, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property" or the "Subdivision") seeking to rezone the Property from A-1 agricultural to R-1AA single family; and

WHEREAS, in conjunction with the Original Rezoning Application, on or about April 7, 2005, Owner filed its application for Plan Review (the "Original Plan Application") seeking approval for its proposed Preliminary Subdivision Plan, pursuant to which Owner proposed to develop twelve (12) lots on the Property; and

WHEREAS, on April 11, 2006, the City Planning and Zoning Board denied Owner's Rezoning Application, and on June 8 the City, at a quasi-judicial hearing, entered an order denying Owner's Rezoning Application and Preliminary Subdivision Plan ("PSP"); and

WHEREAS, Developer and the City are currently engaged in litigation pending in the Circuit Court of the Eighteenth Judicial Circuit, Case No. 06-70-AP (the "Certiorari Proceedings") pertaining to the City's refusal to approve the Owner's rezoning request and PSP; and

WHEREAS, in connection with the filing of the Certiorari Proceedings, Owner filed a Request for Relief pursuant to Section 70.51, Florida Statutes, (the "Section 70.51 Proceedings"); and

WHEREAS, as part of the Section 70.51 Proceedings, Owner has submitted an alternative plan to the Original Application and, in connection therewith, has filed a proposed rezoning for the Property together with an application for approval of a preliminary PUD for a seven-lot subdivision (hereinafter referred to as the "New Application"), and has filed a Preliminary Development Plan (the "PDP"); and

WHEREAS, the City and Developer desire to resolve and settle the pending lawsuit between them by mutually agreeing on an appropriate PDP which will serve as a basis for a final PUD, final PDP, final engineering and final Plat, and by agreeing to other terms and conditions as set forth herein; and

WHEREAS, the City hereby finds that participating in the funding of a portion of the cost of the sewer wastewater force main in the public right-of-way serves a public purpose and environmental benefit to the citizens of Lake Mary by facilitating further connection of other properties to the sewer system in the future; and

WHEREAS, the City is authorized by the Florida Local Government Development Act, Sections 163.3220-163.3243, Florida Statutes, (the "Act"), to enter into development agreements that satisfy the requirements of the Act; and

WHEREAS, the Act is supplemental to the home rule powers conferred upon the City by the Florida Constitution and other laws; and

WHEREAS, the Act recognizes that a lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of development and discourage commitment to comprehensive planning; and

WHEREAS, the Act also recognizes that providing assurance to a developer that, upon receipt of a development permit, the Developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for development, encourages private participation, and reduces the economic costs of development; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

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

2. **Planned Unit Development and Permitted Development Uses.** The Developer has applied for a Planned Unit Development ("PUD") pursuant to Section 154.61, and Developer plans to develop the Property consistent with, at minimum, the R-1AAA zoning classification, except for the lot width at building line and other modifications shown on the PDP, and as otherwise set forth in this Agreement. The City shall review final PUD and development plan and other required submittals consistent with the New Application, provide information and input to the Developer, and respond to inquiries by the Developer in a good-faith and timely manner so as to facilitate the final approval of the PUD, rezoning and approval of the final Plat in the shortest possible time.

3. Development Uses.

(i) The Property shall be developed as a seven-lot subdivision in accordance with the PDP attached hereto and made a part hereof as Exhibit "B." All notations, including those regarding lot lines, setbacks, easements and the location of sewer facilities, as set forth in the PDP are incorporated herein by reference and made a part hereof. The minimum lot sizes, and setbacks, and location of easements shall be as depicted on the PDP.

(ii) The minimum square footage of each residence shall be 3,000 square feet, excluding any detached guest house which is an authorized ancillary use, so long as said guest house is consistent with City Code, including setback requirements. Fencing compliant with City Code shall be installed (at the time each individual home is built) along the rear lot line of each lot so as to maintain a buffer between the rear lot line and the 20-foot easement along the rear lot line. The fence shall be a height of at least six feet and no more than eight feet. The specifications of the fence shall be subject to the determination of the City, such approval not to be unreasonably withheld. The fence shall be architecturally consistent throughout the Property. All construction shall be in accordance with the City Code, and to the extent applicable, other state or federal requirements.

(iii) The Developer shall install, or cause to be installed by each lot owner, a hedge on the lake side of the fence, required pursuant to Section 3(ii) above, along the rear property line of lots 1 through 6. Provisions shall be made by the Developer or lot Owner for irrigation of the hedge. The type shall be at minimum viburnum and height of such hedge shall be a minimum of two (2) feet.

(iv) The easement shown on the PDP along the rear of lots 1 through 6 shall remain unpaved. There shall be no lake access provided to the owners of lots 1 through 6 on the Driveway entrance to lot 7 from Lake Mary Boulevard. ~~Lake access shall be provided through the easement along the rear of each lot as shown on the PDP.~~

(v) The use, access and dockage of watercraft on Big Lake Mary shall be in compliance with Section 154.12 of the City of Lake Mary Code of Ordinances. A dock may be installed by the owner of Lot 7 (as set forth on PDP), provided that no more than three (3) watercraft shall be moored at such docking facility in accordance with Section 154.12. ~~The ownership of the dock shall be retained by the Owner of Lot 7. Access to such dock shall be restricted to residents (and guest(s) of residents, provided that such guest(s) may only access the dock in the presence of a resident) owning Lots 1-7 in the Subdivision, as shown on the PDP, and a gate shall be installed in accordance with the PDP with access keys provided only to residents of the Subdivision.~~

(vi) The PDP attached hereto depicts access to Lake Mary Boulevard from each lot. It is acknowledged and understood that such access is subject to approval by Seminole County. In the event such access is reconfigured, such changes shall be incorporated into the final PUD.

4. **Sewer.** The Developer agrees to install a fully operational sewer system on the Property, to include a lift station. The City shall enter into a reciprocal utility agreement (the "Utility Agreement") with the City of Sanford pursuant to which the Property is serviced by the City of Sanford wastewater system on or before 90 days from the date of approval of the PDP. The manner of connection, sewer tap fees, and customer service charges shall be set forth in the Utility Agreement provided, however, that the City shall not, with the exception of a one time administrative charge per lot (as provided by Code), levy any additional charges or fees in excess of those imposed by the City of Sanford. The City and Developer shall each be responsible for 50% of the cost of installation of a pipe, at least 4" in diameter, from the point of connection with the City of Sanford's wastewater system on the north side of Lake Mary Boulevard to the boundary of the property at Stillwood Lane. The Developer shall competitively bid for the pipe, and will provide the City with copies of all bids received. The City's cost shall only include the installation of the pipe, jack and bore in the public right-of-way; provided, however, that the City's contribution shall not exceed \$50,000.00. The City agrees to pay its share of the cost as work progresses, and as required by the terms of the construction contract for such work. The sewer system located on the Property, including the sewer collection system, the wastewater lift station, and the wastewater force main, shall be owned and maintained by the Homeowners' Association referenced in paragraph 5. The "off-site" portion of the wastewater force main, located off the Property, shall be owned and maintained by the City of Sanford. The wastewater lift station and wastewater force main shall be constructed to the City of Sanford standards.

5. **Homeowners Association.** A Homeowners Association shall be created to, among other things, provide for operation of the lift station; the maintenance of easements within the Property as depicted on the PDP; and for the purpose of regulating and enforcing subdivision restrictions, including the usage of the dock and the lake access easement shown on the PDP. All easements as shown on the PDP shall be maintained as private roads subject only to use by third parties as are permitted or required by existing dedicated easements.

6. **Other Requirements.** With the exception of the matters reflected on the PUD or in this Agreement (which shall be governed by the code, ordinances and regulations in effect as of the date of filing of the New Application), any issues not specifically addressed in this Agreement shall be subject to review through the City's standard review processes and shall reflect standards consistent with the City Code, as it may be from time to time amended.

7. **Further City Commission Review and Additional Approvals.** It is understood that in addition to approval of the PDP, the City must conduct other additional hearings to approve the rezoning of the Property, the final PUD, and the Plat. Further, in order for development of the lots to proceed, the City must review and approve final engineering plans for the Property and issue individual building permits. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, condition, term or restriction.

8. **Not a Rezoning.** This Agreement does not constitute a land use approval. The rezoning process outlined in the City Code must be complied with prior to commencement of any development activities within the Property.

9. **Comprehensive Plan.** This Agreement is consistent with the City of Lake Mary Comprehensive Plan and shall be consistent with the land development regulations of the City of Lake Mary, Florida in effect at the time of this Agreement.

10. **Term.** The duration of this Agreement shall be for a term of 10 years from the effective date of this Agreement. If development of the Property is not completed in accordance with the final PUD and Plat, the terms and conditions of this Agreement and applicable state laws of the State of Florida within 10 years from the effective date of this Agreement, then in that event, the City of Lake Mary shall not be precluded, prohibited, or stopped from redesigning and/or rezoning all or any portion of the Property.

11. **Binding Covenants.** This Agreement shall run with the title to the property and the benefits and burdens hereof shall inure to the benefit of all successors in interest to the parties hereto; provided, however, the provisions of this paragraph are not intended to imply or require the City's consent or joinder in mortgages encumbering the restrictions, execution or easements or any other instrument executed in connection with the development or sale of the Property.

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

13. **Definition of Terms.** Except as defined herein, other terms shall have the meaning and definition as set forth in the City of Lake Mary Code of Ordinances in effect as of the date hereof.

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

15. **Notice.** Any notice of either party to the other shall be in writing, and shall be given and be deemed to have been duly given, if either delivered personally or mailed in a registered or certified postage paid envelope addressed to the addressee set forth below. Either party may, at any time, change the address for notices to such party by the delivery or mailing as aforesaid of a notice stating the change and setting forth the changed address:

To City: John C. Litton, City Manager
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

To Owner: Waterside Development, L.L.C.
Attn: Albert Auger, Manager
120 International Parkway, Suite 220
Heathrow, FL 32746

Copy to: Michael E. Marder, Esquire
Greenspoon Marder, P.A.
201 East Pine Street, Suite 500
Orlando, FL 32801
(Telephone) 407-425-6559
(Facsimile) 407-563-9653

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

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

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

19. **Recording.** This Agreement shall be recorded by the City, at the Owner's expense, in the public records of Seminole County, Florida within fourteen (14) days after this Agreement is approved by the City Commission of the City and signed by all parties hereto.

20. **Settlement of Disputes.** This Agreement shall constitute a full and final resolution of all claims in the Certiorari and the 70.51 Proceedings upon final approval of the PUD, Plat and the rezoning of the Property. The City and Owner shall each bear its own respective costs; attorneys' fees, and shall share equally in the cost of the 70.51 Proceedings. The Certiorari and the 70.51 Proceedings shall be dismissed with prejudice within 10 days following the last to occur of the approval and execution of this Agreement by all parties, the rezoning of the Property, the final approval of the PUD, and the approval of the final Plat.

21. **No Representations.** The City and Owner jointly and individually represent and warrant that they have freely and voluntarily entered into and executed this Agreement, and that they have not been induced to enter into and execute this Agreement by any warranty, representation, promise, covenant, or agreement made by or on behalf of any other party hereto, except as specifically set forth herein.

22. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any

person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

23. Effective Date. This Agreement shall not be effective or binding on any party until this Agreement is approved by the City Commission of the City and signed by all parties hereto, and until recorded.

WITNESSES:

Patricia B. Anderson
PATRICIA B. ANDERSON

Printed Name

Joann D. Mantamya
Printed Name

WATERSIDE DEVELOPMENT, L.L.C., a
Florida limited liability company

By: [Signature]

Name: AL AUBER

Its: MANAGER

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 13th day of MARCH, 2007, by AL AUBER the MANAGER of WATERSIDE DEVELOPMENT, L.L.C., (check one) who is personally known to me or who produced _____ as identification.

Patricia B. Anderson
Notary Public

Print Name: _____

My Commission expires: _____



Patricia B. Anderson
My Commission DD242372
Expires August 17 2007

WITNESSES:

Mary A. Campbell
Mary A. Campbell
Printed Name

Barbara J. Nuzzo
Barbara J. NUZZO
Printed Name

CITY OF LAKE MARY, FLORIDA

By: [Signature]
THOMAS C. GREENE, MAYOR

ATTEST:

By: [Signature]
CAROL A. FOSTER, CITY CLERK

APPROVED BY
CITY COMMISSION
2-1-07

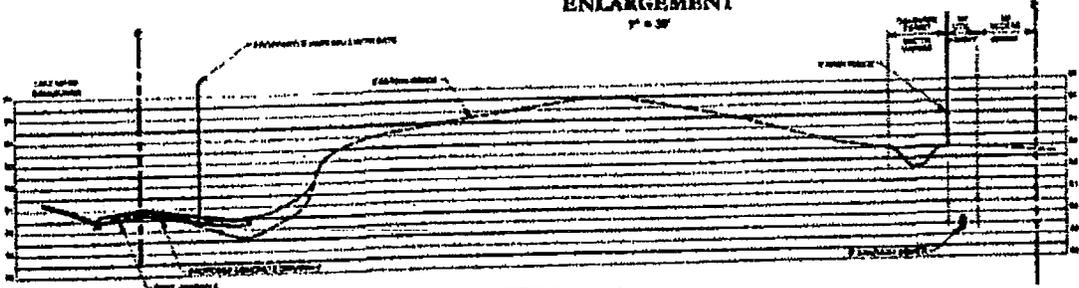
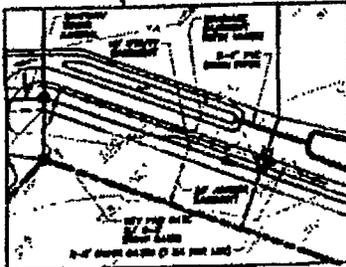
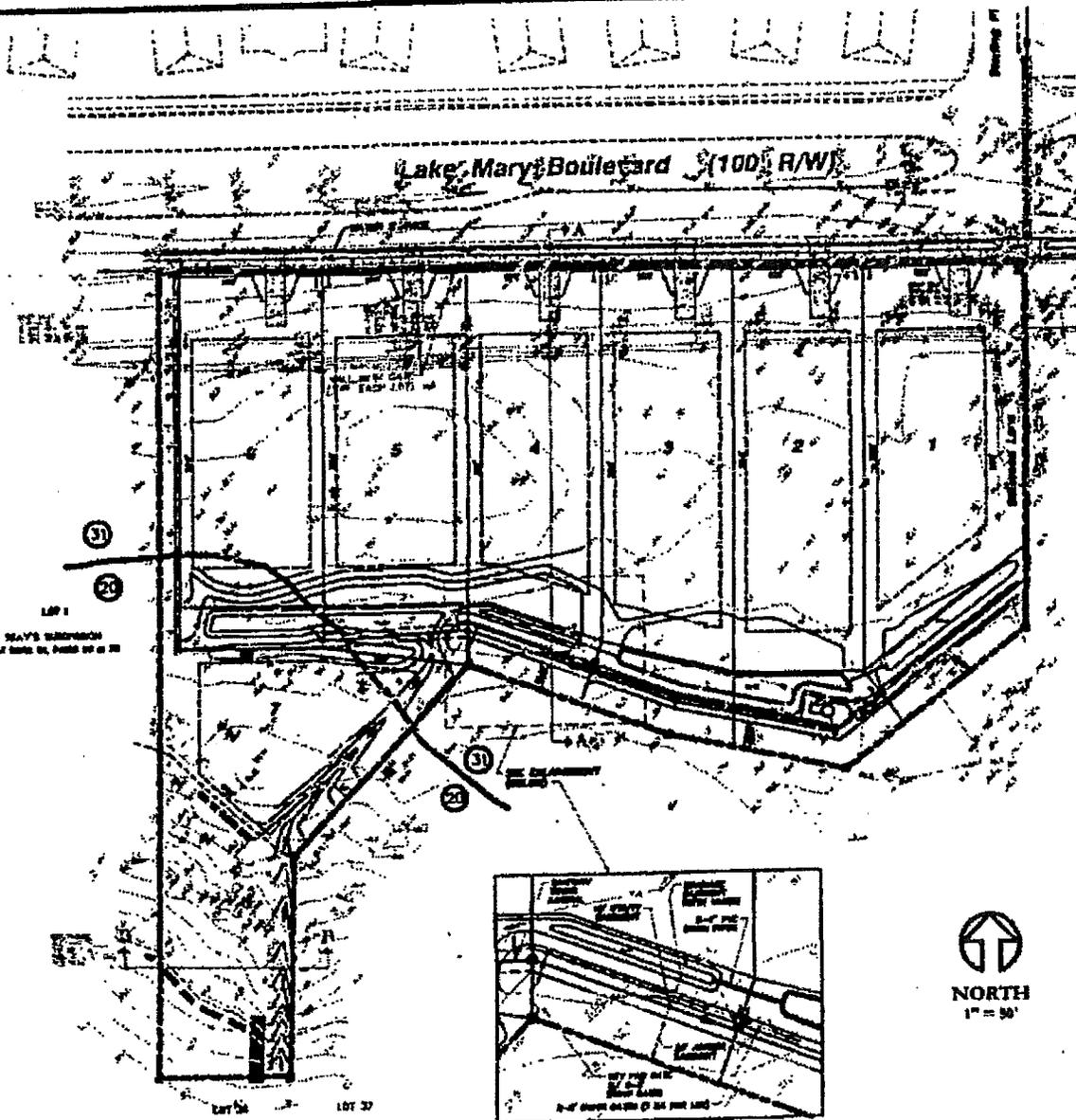
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15 day of March, 2007, by THOMAS C. GREENE, Mayor and CAROL A. FOSTER, City Clerk, of the City of Lake Mary, Florida, (check one) who are personally known to me or who produced _____ as identification.

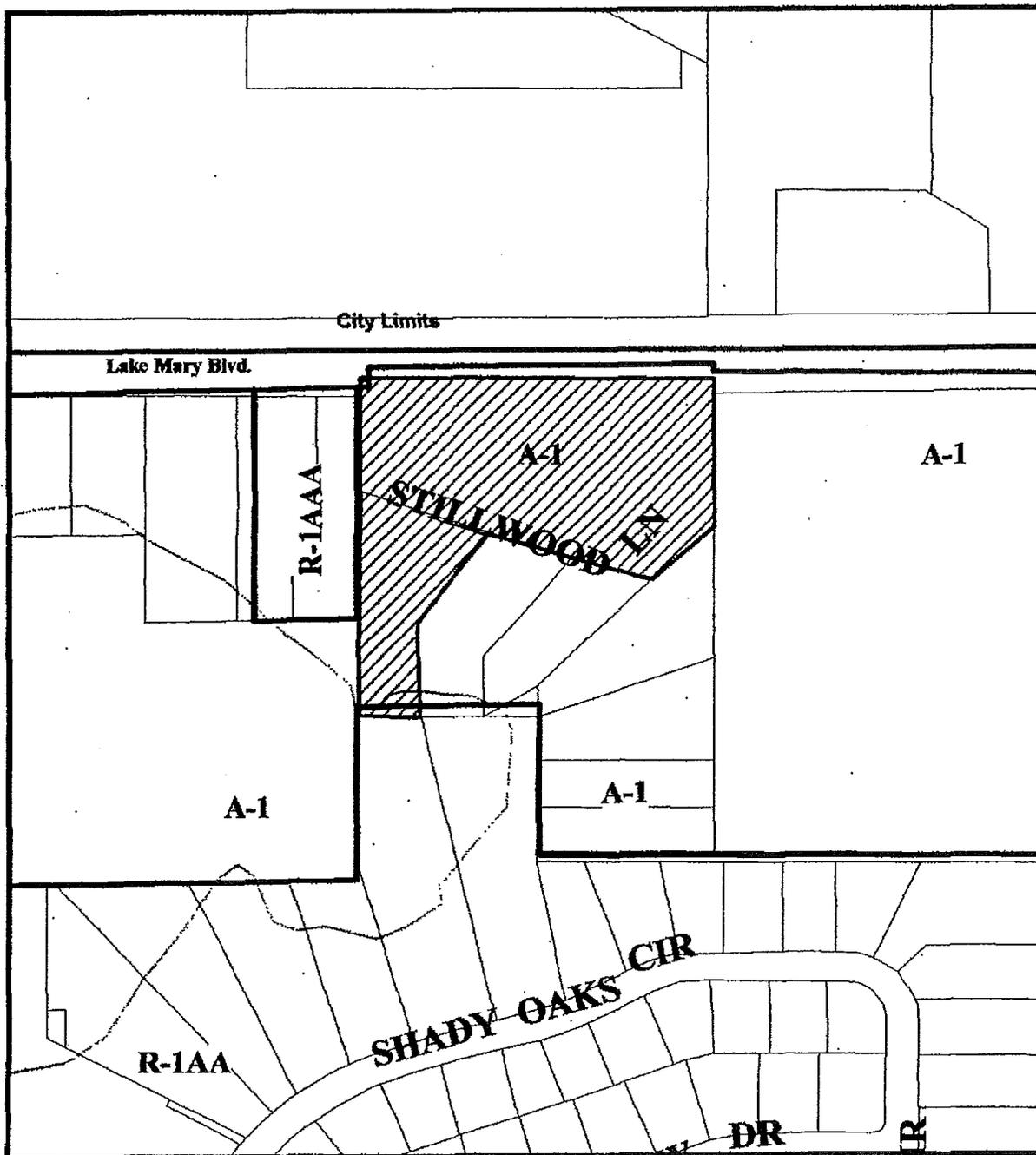


Mary A. Campbell
Commission # DD555910
Expires May 23, 2010
Banded Tray Fast - guaranteed, inc. 800-345-7070

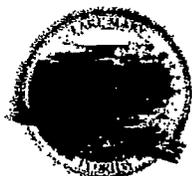
[Signature]
Notary Public
Print Name: Mary A. Campbell
My Commission expires: 5/23/2010



LEGIBILITY UNSATISFACTORY FOR SCANNING

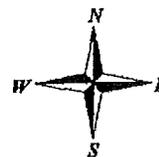


Zoning Map - Waterside



LEGEND

A-1 Agriculture	R-1AAA Single Family	FUD Planned Unit Development	M
RCE Rural Country Estate	R-M Residential	PO Professional Office	M
R-1A Single Family	R-2 One & Two Family	C-1 General Commercial	I
R-1AA Single Family	R-3 Multiple Family	C-2 Commercial	C



RECEIVED

NOV 1 2007

CITY OF LAKE MARY
PUBLIC WORKS

THE CITY OF SANFORD AND THE CITY OF LAKE MARY
SEWAGE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of October, 2007, by and between the CITY OF SANFORD, a Florida municipal corporation, whose mailing address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as "SANFORD", and the CITY OF LAKE MARY, a Florida municipal corporation, whose mailing address is Post Office Box 958445, Lake Mary, Florida 32795-8445, hereinafter referred to as "LAKE MARY".

W I T N E S E T H:

WHEREAS, SANFORD owns and operates a wastewater system located in Sanford, Florida, hereinafter referred to as "Wastewater System", and is desirous of selling wastewater treatment and disposal services to LAKE MARY; and

WHEREAS, LAKE MARY owns and operates a wastewater system located in Lake Mary, Florida; and

WHEREAS, LAKE MARY wishes to connect to SANFORD's Wastewater System and purchase wastewater capacity on a wholesale basis from SANFORD to provide sanitary sewer and wastewater disposal service to certain lands, including the Waterside Development, a development owned and to be maintained and operated by Waterside Development, L.L.C., and located in the corporate limits of Lake Mary, Florida, all lands as depicted in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, SANFORD has wastewater capacity reserved and uncommitted at a SANFORD wastewater treatment facility; and

NOW, THEREFORE, in consideration of the recitals, mutual covenants, agreements, promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this agreement upon which the parties have relied.

Section 2. Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context clearly indicates otherwise:

(a) **Agreement** – The Sanford/Lake Mary Sewage Service Agreement as it may from time to time be modified.

(b) **Collection Facilities** – The lines, pipes, meters, and all other appurtenant equipment owned, operated and maintained by Lake Mary to collect and transmit wastewater to the Sanford Transmission Facilities.

(c) **Sanford Wastewater Plant** – Sewage treatment and disposal facilities used by Sanford to treat wastewater and detain, transmit and dispose of said treated wastewater in accordance with applicable regulatory requirements.

(d) **GPD** – Gallons per day, average annual basis.

(e) **Residential and Commercial Wastewater Strength** – Residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 200 mg/1 or less, suspended solids of 200 mg/1 or less, and a pH between 6.5 and 8.0. Prohibited discharges include constituents that could cause a fire or explosion; solid or viscous substances which could obstruct flow or interfere with the system; discharges containing any toxic pollutants; and any other discharges prohibited by applicable Federal, State, and local statute, ordinance, rule or regulation. Lake Mary shall require grease traps and industrial pretreatment by its customers in accordance with Federal, State and local guidelines.

(f) **Transmission Facilities** – Master lift stations, lines, pipes, force mains, pumps, meters and all other appurtenant equipment and facilities used by Sanford to transmit wastewater from the point of connection from the Lake Mary Collection Facilities to the headworks of the Sanford Wastewater Plant.

(g) **Wastewater Impact Fees** – Fees and charges established and collected by Sanford to purchase Wastewater Service Capacity sold hereunder.

Section 3. Purpose. Subject to the terms and conditions hereinafter set forth, Sanford shall sell and provide to Lake Mary, and Lake Mary shall purchase and receive from Sanford, wastewater service for an up to seven (7) home development called "Waterside" off of Lake Mary Boulevard. The estimated flow from the up to seven (7) home development is approximately 2,100 GPD. It is mutually acknowledged by both parties that the intent of this Agreement is for Sanford to provide wholesale sewer service to Lake Mary and for Lake Mary to provide retail sewer service to the Waterside Development.

Section 4. Term. This Agreement shall continue in full force and effect from the complete execution hereof and thereafter for ten (10) years; provided, further, that the Agreement shall be automatically extended for successive periods of ten (10) years each.

Section 5. Provisions of Wastewater Service Capacity. Sanford shall provide Wastewater Service Capacity to Lake Mary in the following manner and subject to the following terms and conditions.

(a) **Sewer Service Purchase.** Lake Mary has identified, and subject to the terms and conditions hereinafter set forth, Sanford has agreed to provide Wastewater Service to satisfy Lake Mary's Wastewater Service needs for up to seven (7) homes in "Waterside" of approximately 2,100 GPD. Lake Mary shall pay monthly for the wastewater services provided based on the reading of the homeowners water meter. Sanford's obligation to provide approximately 2,100 GPD shall be contingent upon Lake Mary's payment to Sanford of applicable Wastewater Connection Fees upon Sanford's execution of the Florida Department of Environmental Protection (FDEP) permit applications for said capacity or any portion thereof. If Wastewater Impact Fees are not paid by Lake Mary as set forth hereinabove, all rights and obligations under the Agreement shall be terminated.

(b) **Operation and Maintenance of Facilities.** Lake Mary or its assigns shall be responsible for the operation, maintenance and replacement of the Collection Facilities to the point of connection to the Transmission Facilities. The point of connection is conceptually depicted on a map attached to and incorporated herein as Exhibit "B". Operation, maintenance, and replacement of Sanford's Plant and all pipes, fittings, valves and appurtenances, including the Transmission Facilities to the point of connection into the Collection Facilities shall be the responsibility of Sanford.

(c) **Metering** Lake Mary shall furnish and install potable water metering equipment capable of measuring all potable water flow. The metering equipment shall remain the property of Lake Mary and Lake Mary shall be responsible for the operation, maintenance and replacement of the metering equipment. Lake Mary shall provide the individual water meter readings to Sanford in order for Sanford to determine the monthly sewer bill for each of up to seven (7) homes, Further Sanford may read the meters at any time and have access thereto for testing purposes. Written results of the Sanford meter tests shall be provided to Lake Mary.

(d) **Wastewater Service Capacity.**

(1) Both parties agree that after connection of the Collection Facilities to the Transmission Facilities as provided herein, Sanford will continuously provide to Lake Mary, in accordance with the provisions of this Agreement, Wastewater Service Capacity in an amount not to exceed approximately 2,100 GPD and in a manner conforming with all applicable governmental requirements; provided, however, Sanford's obligation shall be consistent with and not greater than, Sanford's obligation to provide wastewater service to the public generally. Upon connection of the Collection Facilities to the Transmission Facilities, any customers that have or will connect into the Collection Facilities shall be customers of Lake Mary and shall pay Lake Mary's rates, fees, charges and deposits for wastewater service. Wastewater Connection Fees for such customers shall be calculated and paid at Sanford's rate.

(2) Lake Mary agrees that the wastewater to be treated by Sanford will consist of wastewater as would be considered normal for a residential connection as defined in Section 2 (e) above. Lake Mary further agrees to prohibit any dumping or discharge into the Collection Facilities which could result in wastewater flowing into Sanford's Wastewater System which does not comply with Sanford's Wastewater System use rules. Should such wastewater flow into Sanford's Wastewater System, Lake Mary, upon notice of same, shall insure, to the best of its ability, such discharge is immediately discontinued using due diligence and emergency police powers as required under the circumstances. The occurrence of such a discharge shall not be construed as a default by Lake Mary under this Agreement, provided the discharge is not caused by the conduct of Lake Mary and Lake Mary uses due diligence and emergency police powers as required under the circumstances to insure such discharge and future potential discharge is discontinued and prevented.

(3) Lake Mary agrees that in the operation and maintenance of Sanford's Wastewater System, Sanford has certain obligations to protect the health, safety, and welfare of the public and to prevent undue burden to Sanford's customers resulting from extraordinary discharges attributable to Lake Mary. Lake Mary agrees that all sewage or wastewater collected by Lake Mary and transmitted to Sanford shall comply with the pretreatment requirements of Sanford as specified in Sanford's Wastewater System User Rules Ordinance prior to introduction into Sanford's Wastewater System. Lake Mary further agrees that Sanford may, at Sanford's sole option, require pretreatment and/or special features such as grease traps to insure such conformity. Lake Mary, for itself and its customers, agrees to abide by all sewer use ordinances, resolutions,

rules and regulations related to the use of and discharge to Sanford's Wastewater System as may be adopted from time to time by Sanford, Sanford shall provide Lake Mary copies of all applicable Sanford ordinances, resolutions, rules and regulations now in effect and as may be adopted or amended by Sanford from time to time.

Section 6. Payment of Wastewater Impact Fees. Sanford shall reserve for Lake Mary 2,100 GPD of Wastewater Capacity at the current rate in effect at the time of Sanford's execution of the FDEP permit application for said capacity or any portion thereof. Lake Mary shall pay Sanford Wastewater Impact Fees for each home at the time the FDEP permit is executed. The impact fee should be charged at the outside city limit rate which has been established by the Sanford City Commission at the time of connection.

Section 7. Wholesale Wastewater User Charges. Sanford agrees to provide Wastewater Service Capacity to Lake Mary pursuant to the terms and conditions herein for a charge of FOUR AND 44/100 DOLLARS (\$4.44) per 1,000 gallons of wastewater and a fixed base charge reserving availability of service, consistent with the rate charged to customers outside the City with a meter of equivalent size. Lake Mary agrees to remit to Sanford monthly the amount of volume sewer charges billed to its Waterside Development customers but not more than the maximum residential sewer consumption of 12,000 gallons per month per connection. Lake Mary agrees to pay for wastewater service at the above-mentioned rate and agrees to make payments to Sanford within thirty (30) days from the date of billing detailing the quantity of Equivalent Residential Units (ERU's) billed along with total water consumption for the applicable accounts. Lake Mary shall be solely responsible to Sanford for payment of monthly bills. Failure to do so will be considered a default by Lake Mary and shall be processed as provided in Section 13 hereinafter.

Section 8. Change of Rates. In the event Sanford, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule applicable to wholesale wastewater service furnished, including connection fees, Sanford shall forward to Lake Mary a copy of such rate schedule or amended rate schedule prior to the effective date thereof, and shall substitute such rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such wholesale wastewater service, including connection fees, commencing with the next billing period after the effective date.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 10. Assignment. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party.

Section 11. Default. Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the law of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Agreement, subject to State law.

In the event of default by Sanford, Lake Mary shall be entitled to any and all remedies available to customers of the Sanford water and sewer system.

Each of the parties hereto shall give the other party written notice as provided hereinafter of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults, and shall otherwise comply with any State or local law to resolve disputes between local governments.

Section 12. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and deemed to be delivered when either hand delivered to the official hereinafter designated, or upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth below, or at such other address the party shall have specified by written notice delivered in accordance herewith.

FOR SANFORD

**City Manager
City of Sanford
Post Office Box 1788
Sanford, FL 32772-1788**

FOR LAKE MARY

**City Manager
City of Lake Mary
Post Office Box 958445
Lake Mary, FL 32795-8445**

Section 13. Liability. Sanford shall make all reasonable efforts to prevent interruption of service, and when such interruption occurs, shall endeavor to re-establish service with the shortest delay consistent with safety to its customers and the general public.

Section 14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, the Agreement is declared severable.

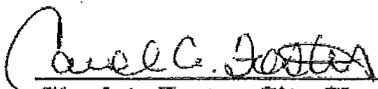
Section 15. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 17. Entire Agreement. Effect on Prior Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

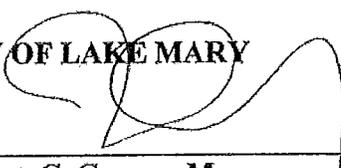
IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:



Carol A. Foster, City Clerk

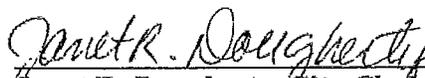
CITY OF LAKE MARY

By: 

Thomas C. Greene, Mayor

Date: 10-18-07

ATTEST:



Janet R. Dougherty, City Clerk

CITY OF SANFORD

By: 

Linda Kuhn, Mayor

Date: October 26, 2007

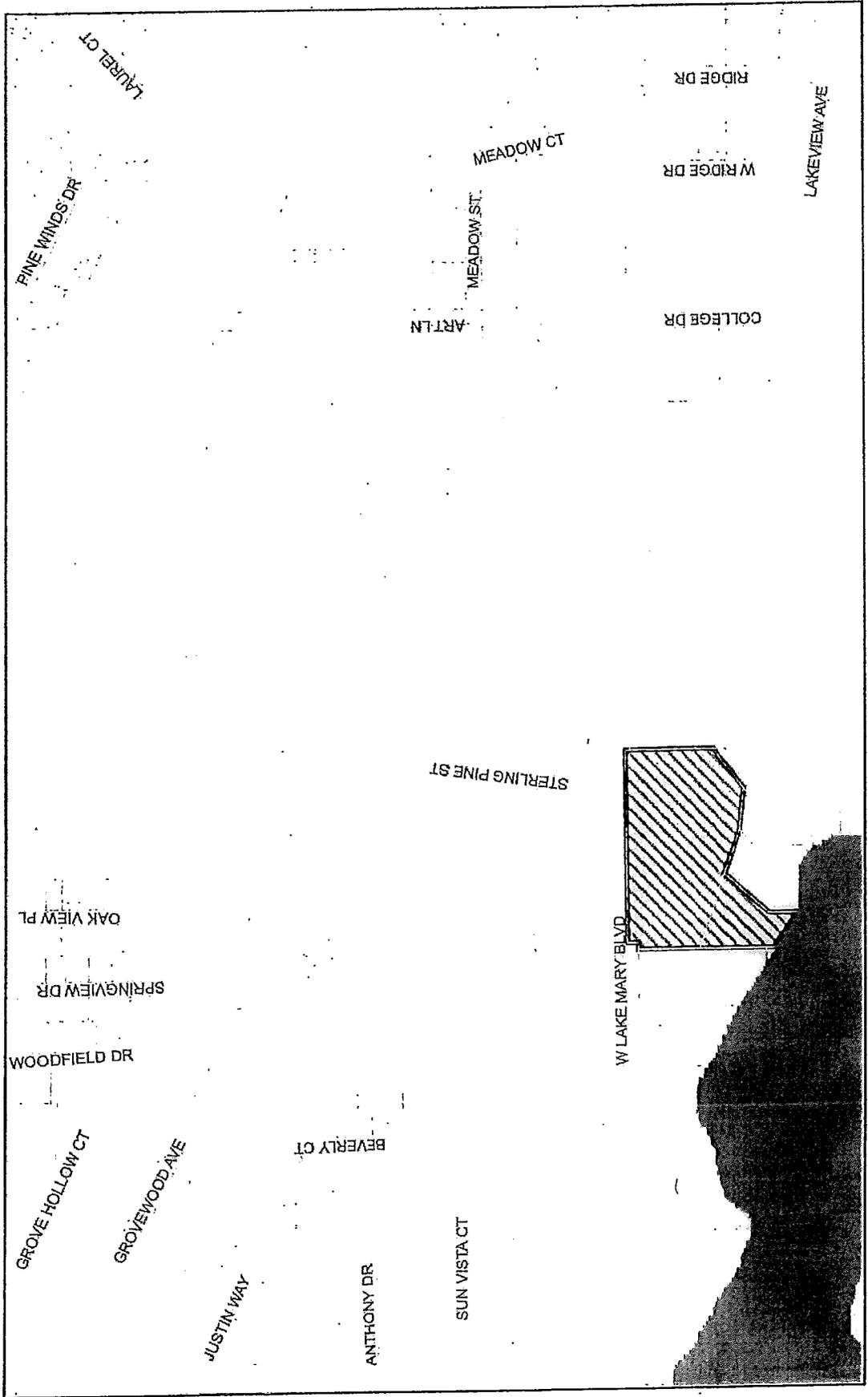


Exhibit "A"

Waterside Service Area

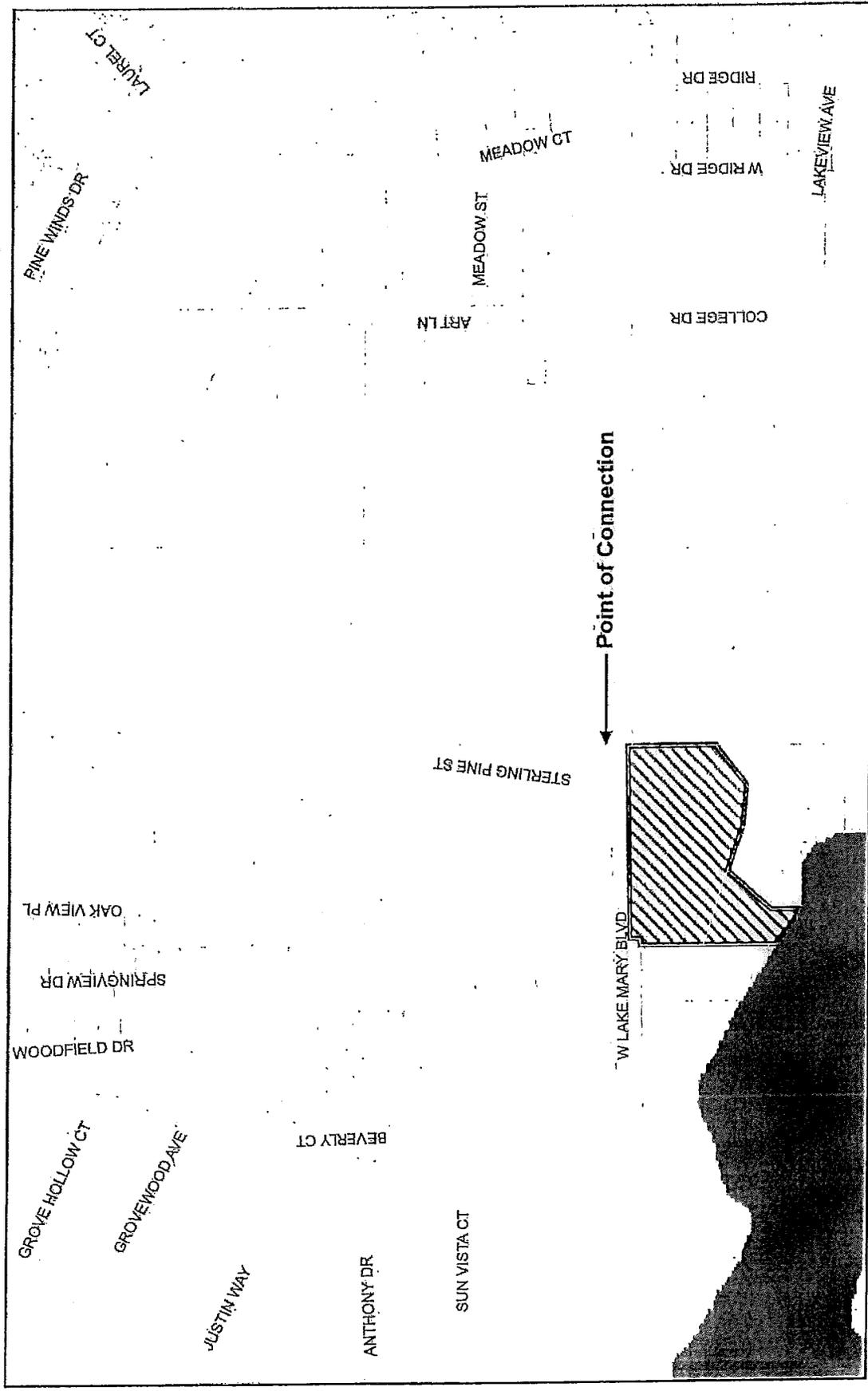


Exhibit "B"
Point of Connection





Bio-Tech Consulting Inc.
Environmental and Permitting Services

info@btc-inc.com
www.btc-inc.com

December 14, 2012

Gary Schindler, City Planner
Community Development
City of Lake Mary
911 Wallace Court
Lake Mary, Florida 32746

Proj: Waterside Project Site; Seminole County, Florida
Section 15, Township 20 South, Range 30 East
(BTC File #695-02.05)
Re: Wildlife Survey Results

Dear Mr. Schindler:

As detailed within Bio-Tech Consulting, Inc.'s (BTC) October 26, 2012 "Preliminary Environmental Assessment", which has been provided to the City of Lake Mary, a wildlife survey was conducted across 100% of the Waterside Project Site. This included those portions of the property associated with Lake Mary and its littoral shoreline. As stated within this report, no wildlife species that is listed in the Florida Fish and Wildlife Conservation Commission's (FFWCC) Official Lists – Florida's Endangered Species, Threatened Species and Species of Special Concern (October, 2011) was identified to occupy or utilize any portion of the property at the time the survey was conducted. This includes the Florida Sandhill Crane (*Grus Canadensis pratensis*). Specifically, no Florida Sandhill Cranes were observed to utilize any portion of the subject property for foraging or nesting purposes at the time of the wildlife survey.

If, however, it is found at some point in the future that Florida Sandhill Cranes begin to utilize the littoral shoreline of Lake Mary for nesting purposes within the limits of, or in close proximity to, the subject project, a 400' buffer from the nest will be provided as recommended by FFWCC while the nest is occupied. (Nesting season typically begins in January and may extend through August.) Once the nest has been abandoned, the buffer and its protective measures will be removed. *FFWCC Ecology of the Florida Sandhill Crane; Nongame Wildlife Technical Report No. 15.*

Orlando Office
2002 E Robinson St
Orlando FL 32803

Vero Beach Office
1717 Indian River Blvd
Suite 201
Vero Beach FL 32960

Jacksonville Office
2036 Forbes St
Jacksonville FL 32204

Tampa Office
333 Falkenburg Rd N
Suite A 128
Tampa FL 33619

Key West Office
1107 Key Plaza
Suite 259
Key West FL 33040

Aquatic & Land
Management Operations
3825 Rouse Rd
Orlando FL 32817

Native Plant Nursery
DCC Farms
8580 Bunkhouse Rd
Orlando FL 32832

407.894.5969
877.894.5969
407.894.5970 fax

Key West

Vero Beach

Orlando

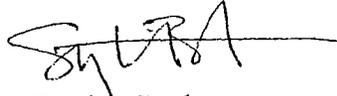
Jacksonville

Tampa

Gary Schindler, City Planner
Waterside Project Site - Seminole County, Florida (BTC File #695-02.05)
Wildlife Survey Results
Page 2 of 2

Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,



Stephen Butler
Project Manager



John Miklos
President

Attachment

CC: Alan Goldberg

1 C. 2012-RZ-06: Recommendation to the City Commission regarding a revision to
2 the adopted Final PUD for Waterside, 1255 and 1275 W. Lake Mary Boulevard,
3 Lake Mary, Florida; Applicant: ZDA, LLC/Allan Goldberg
4

5 D. 2012-PSP-05: Recommendation to the City Commission regarding a
6 Preliminary Subdivision Plan for Waterside, 1255 and 1275 W. Lake Mary
7 Boulevard, Lake Mary, Florida; Applicant: ZDA, LLC/Allan Goldberg
8

9 Gary Schindler, City Planner, first presented Item C. and the related Staff Report.
10 A reduced copy of the site plan was on the overhead projector. He stated,
11 this is a 5.875-acre site located on the south side of Lake Mary Boulevard and on
12 the north side of Big Lake Mary. When this was being reviewed previously --
13 there is an adopted PUD. There were also adopted subdivision plans, but they
14 have subsequently expired. So, we are back for some revisions to the PUD, and
15 then the proposed subdivision must be compatible to either the adopted PUD or
16 the proposed PUD, whichever comes later.
17

18 Mr. Schindler discussed what was proposed previously and what is now
19 proposed. He said that there is no change in the area; it's still 5.875 acres. He
20 stated that previously there were seven lots and they all met or exceeded the R-
21 1AAA standards, but now there are five lots, which means you have the same
22 area but fewer/larger lots, and only one lot was proposed to be waterfront and
23 one lot is proposed to be waterfront now.
24

25 Mr. Schindler said, as proposed, the lots all meet or exceed the R-1AAA
26 standards and the Big Lake Mary Overlay Standards, which is 40,000 square
27 feet.
28

29 Mr. Schindler stated that the minimum lot width was approved at 100' and what is
30 being proposed is 125', so you will have wider lots.
31

32 Mr. Schindler said that the City was proposed to serve potable water and the City
33 is still proposed to serve. He stated that there is a two-inch water line that runs
34 diagonally through the property for which there is no easement that will have to
35 be addressed as part of the subdivision, but staff is aware of that and it will be
36 addressed and will have to be relocated, and in the final platting, there will have
37 to be an easement given to it. He said that this 2" water line is to help for water
38 quality; to keep water from becoming stagnant at the end of the lot.
39

40 Mr. Schindler stated that currently the PUD is to have sewer service provided by
41 the City of Sanford; that there is a proposal for a four-inch force main and a lift
42 station that would connect into the City of Sanford. He said that the PUD
43 Agreement says that the City will participate in one half the cost of putting the

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1 force main under Lake Mary Boulevard not to exceed \$50,000. He stated that
2 the Applicant has agreed contingent upon the City increasing its participation to a
3 flat \$80,000, and it would not be based on half the cost. He said that this is a
4 policy decision; that if this is what the City Commission wishes to do, they need
5 to address that.
6

7 Mr. Schindler proceeded to discuss driveways. He stated that there were four
8 driveways previously; the westernmost lot, which is the waterfront lot, has a
9 driveway onto Lake Mary Boulevard, and then we had three driveways serving
10 two lots each, but because the number of lots has been reduced from seven to
11 five, we have gone from four driveways to three. He said that we are actually
12 reducing the number of conflict points on Lake Mary Boulevard.
13

14 Mr. Schindler stated, an unresolved policy is the paving of Stillwood Lane and the
15 access easement. The PUD says that the Applicant shall provide one inch of
16 base material for Stillwood and the ingress/egress easement and then a coat of
17 cold mix. That also envisioned that all seven lots would have access from the
18 ingress/egress easement. As proposed, there will be no access from the south
19 to the lots. There will be access only from Lake Mary Boulevard. Staff does not
20 see the wisdom of having cold mix on the existing easement. Right now it is
21 unpaved. We provide emergency and garbage services of what's there;
22 however, once again, that is a policy decision (Mr. Omana adjusts document on
23 overhead projector).
24

25 Mr. Schindler said, one of the things that I want to bring to your attention – you
26 see the access easement along the rear of Lots 1, 2, 3 and 4. You notice it does
27 not go onto 5. Previously, the access easement was on all seven lots. In
28 discussions with Mr. Goldberg, staff said if you remove the access easement
29 from Lot 5, the waterfront lot, that strengthens the position that no one else other
30 than the owner(s) of Lot 5 have access to the water. Mr. Goldberg concurred
31 and did so. So, the issue of whether or not there will be base material and cold
32 mix on Stillwood Lane and on the access easement is a policy decision that the
33 Commission will have to make.
34

35 Mr. Schindler stated, I've addressed the access to Big Lake Mary. Only Lot 7 will
36 have lake access and that the owners of Lot 7 are permitted to have a maximum
37 of three watercraft on the lake at any one time.
38

39 **TAPE 1, SIDE B**

40
41 Mr. Schindler said, stormwater was proposed to be an interconnected system.
42 Now it's proposed to be a system on each lot, which staff finds no problem with.
43

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1 Mr. Schindler stated, as far as walls and fencing, there was to be a 6' high fence
2 installed along the rear of each lot along the access easement. The PUD was
3 silent about fencing along Lake Mary Boulevard. The Applicant is not proposing
4 any fencing along the access easement. He is proposing to have fencing along
5 the east side of Lot 1 adjacent to Stillwood Lane that will be polyvinyl fencing,
6 and then he is also showing a 6' high either brick or stucco wall along Lake Mary
7 Boulevard. The details of both of those are included in the PUD Agreement so
8 that the Commission will know what the wall options will look like. Staff told them
9 that the only way that staff could support even the possibility of allowing that kind
10 of language is if Mr. Goldberg included a condition or details, which he has done.
11 The Developer's Agreement that is adopted now was a compromise of the illegal
12 action for the Bert Harris Act, and the proposed developer's agreement
13 memorializes that; however, it has been changed/alterd so that it addresses the
14 proposed conditions.
15

16 Mr. Schindler concluded his presentation on Item C. by saying that staff finds that
17 the Final PUD for Waterside development meets or exceeds the relevant
18 provisions of the City's Code of Ordinances subject to four conditions (see below
19 under motion). He said in relation to the second condition, because the work on
20 Stillwood Lane and the ingress/egress access is adopted, staff has no basis to
21 propose that that not be done, but if the City Commission chooses to not require
22 that, staff is not going to oppose that. He stated that staff and the developer
23 have come to a compromise on the language in the fourth condition which shall
24 read "to the greatest extent possible, the developer will make the southern
25 elevation of the homes to be built in a manner that will be least offensive to the
26 existing homeowner to the south of the property". He said that staff would like to
27 substitute that language from what is currently in the Staff Report as far as the
28 fourth condition.
29

30 Mr. Schindler proceeded to present Item D. and the related Staff Report. A
31 reduced copy of the site plan was on the overhead projector. He stated that
32 because both the PUD and the Preliminary Subdivision require only 30 percent
33 engineering, it is very common for them to be able to go concurrently, so this is
34 the reason that this item is before you as well. He said that the subdivision must
35 comply with the adopted PUD, so what will happen is when we schedule this item
36 for City Commission, because the PUD will require an ordinance reading, the
37 subdivision will be scheduled for the second date of the second reading for the
38 PUD. We should have a very good feel for what will be required in the PUD and,
39 therefore, we can make any revisions necessary to the subdivision.
40

41 Mr. Schindler concluded his presentation on Item D. by saying, in light of what we
42 know now, staff finds that the Preliminary Subdivision Plan meets the relevant
43 criteria of Section 155 of the City's Code of Ordinances, the developer's

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1 agreement, and the City's Comprehensive Plan subject to six conditions, which
2 he read aloud (see motion below). He stated, as a side note, if the City
3 Commission has an issue with condition 1.h., then it would be removed, but until
4 such time as staff gets that direction, it is included. He said that as far as the
5 fourth condition, this is exact language that is a part of the adopted PUD; that this
6 is nothing new. He stated that the fifth condition was previously recommended
7 by the P&Z; that we don't want people backing out onto Lake Mary Boulevard,
8 which would be a recipe for disaster/injury.

9
10 Chairman Hawkins said that he noticed that some of the driveway features off
11 Lake Mary Boulevard have gates.

12
13 Mr. Schindler said that he did believe there is a gate and the detail of the gate is
14 shown in the developer's agreement as an attachment.

15
16 Chairman Hawkins stated that having a gate here prohibits someone from turning
17 around and exiting back onto Lake Mary Boulevard; that if the gate doesn't open
18 and there is nobody home to open the gate, the only choice is for that person to
19 back onto Lake Mary Boulevard.

20
21 Mr. Schindler said that this would be something we would look at during the Final
22 Subdivision stage.

23
24 Chairman Hawkins asked the purpose of the access easement.

25
26 Mr. Schindler responded, right now the subject property is in two parcels
27 previously owned by a brother and his sister. The westernmost parcel was the
28 only parcel that had lake access. The access easement was so that the owner of
29 the eastern parcel could have access to the lake. That was the original purpose.

30
31 Chairman Hawkins questioned, why are we keeping that purpose?

32
33 Mr. Schindler replied, we're not. You will see that the easement stops at the
34 western edge of Lot 4.

35
36 Chairman Hawkins asked, the purpose was to allow this part of the property to
37 access the lake?

38
39 Mr. Schindler answered, yes, but it also allows access to the properties on the
40 south side of the property.

41
42 Chairman Hawkins questioned, but Stillwood Lane is not in that access, is it?
43

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Mr. Schindler responded, no, it's not. Stillwood Lane is private, and the access easement was originally to provide access to the lake. Subsequently, it now provides access to the property owners here (indicating to overhead projector).

Chairman Hawkins stated that he thought Stillwood Lane provides access to the property owners there.

Mr. Schindler requested Mr. Goldberg, Applicant, come forward to explain.

Allan Goldberg, Applicant and Manager of ZDA, LLC, 100 S. Virginia Avenue, Unit 201, Winter Park, Florida 32789, came forward and addressed the Board in favor of Items C. and D. He said that Stillwood Lane is actually on the access easement and that is the way the houses to the south get to their property, the main ingress/egress easement to their property.

Chairman Hawkins stated, okay. That is what I needed to know. I thought they were separate. He asked Mr. Schindler, is the fencing along Lake Mary Boulevard or along this eastern property (indicating to overhead projector) going to be built at the get-go, or is it going to be built when individual lots are developed, or.....

Mr. Schindler replied, it will need to be built as part of the infrastructure because, otherwise, it is possible you would have some built in one year and have some built in another year and we want it built all at one time as part of the infrastructure.

Member Cartmill asked why would the City consider contributing \$80,000 and whether or not that would be to avoid something.

Mr. Schindler answered, no. We were sued under the Bert Harris Act for a taking. The \$50,000 was part of that compromise. The Applicant is now asking the City to drop the \$50,000 and contribute \$80,000.

Chairman Hawkins questioned, so, another \$30,000 for the same purpose?

Mr. Schindler responded, right. Yes. Previously it was up to \$50,000. It was based on half the cost of running the force main under Lake Mary Boulevard. The force main is sized so it can handle many homes in addition to the five or seven that are being proposed. It is of a size that would be able to handle a much larger area. So, there is some rationale there.

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1 Member Miller asked, but what you are telling us about that \$80,000 is that is not
2 part of our decision? That doesn't enter into our thought process with what we
3 are doing? You are saying it's irrelevant?
4

5 Mr. Schindler replied, you can make any recommendation you want, but,
6 ultimately, it is going to be up to the City Commission to decide whether or not
7 they are going to go with \$80,000, or stay with \$50,000, or something in
8 between.
9

10 Member Miller questioned, on Finding of Fact No. 4 where you are saying that
11 the homes facing the lake would have the least offensive appearance, how
12 do you judge that? Who judges least offensive?
13

14 Mr. Schindler answered, what we want to make sure is, to the greatest extent
15 possible, that the facades both north and south are pleasant. We are not
16 necessarily saying it has to have double front facades, but we want to make sure
17 that the facades to the south, towards the neighbors, are going to be something
18 that would be pleasing to an appearance.
19

20 Chairman Hawkins asked, so, screen enclosures and pools are considered
21 pleasing?
22

23 Mr. Schindler responded, yes, they would be. We can't say you have to have a
24 double-front façade because these homes are going to be larger; they are going
25 to have screen enclosures and pools. That is the reason we have some weasel
26 words.
27

28 Member Miller questioned, so, you just said those are not offensive; right?
29

30 Mr. Schindler replied, those are not offensive to me.
31

32 Chairman Hawkins said, in his opinion, those are not offensive.
33

34 Mr. Schindler stated, that's correct. Once again, this will be up to the City
35 Commission to decide.
36

37 Vice Chairman Taylor said, it's legally unenforceable in any manner. It's a good
38 intent, but legally unenforceable.
39

40 Chairman Hawkins stated, right. Good language.
41

42 Juan (John) A. Omana, Jr., Community Development Director, announced these
43 items are quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see

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1 attached) were located at the back of the chambers for any interested party to
2 sign in order to be kept abreast of these matters.

3
4 Chairman Hawkins requested the Applicant come forward again and address the
5 Board further on Items C. and D.

6
7 Mr. Goldberg came back to the podium and said that he was in agreement with
8 both Staff Reports except for Finding of Fact No. 3 in relation to the PUD
9 Amendment. He stated this was not his intention. He said, I guess the Findings
10 of Fact also in the Preliminary Subdivision Plan which discusses the wastewater
11 service and that – all the language having to do with that is going to be an option
12 to the City Commission. The way I have laid it out in the Developer's Agreement
13 is they allow us to build with five septic tanks, three net to the property that –
14 existing – it has two septic tanks that are pretty old – I would say 40-50 years old,
15 or provide me with the dollars that I requested to put in the lift station and sewer
16 system.

17
18 Chairman Hawkins stated, I wasn't able to attend your meeting last week. Did
19 you have a good turn out and what were the results of that?

20
21 Mr. Goldberg answered, we had approximately five homeowners there. We had
22 two separate community meetings. The first meeting we had, which was
23 probably five weeks ago, was with the immediate owners that use Stillwood Lane
24 to access their property. They had two main concerns; Lot 5 being the only
25 access to the lake, and one of the homeowners talked about the ingress/egress
26 easement and turnaround for garbage trucks and emergency vehicles.

27
28 Chairman Hawkins asked, on your property or Stillwood Lane?

29
30 Mr. Goldberg responded, with – both the same. Stillwood Lane and the
31 easement around our property, which is not a great situation in the first place
32 because we're maintaining an access to their property, but it is what it is.

33
34 Chairman Hawkins said, rather than them maintaining their own access to their
35 own property.

36
37 Mr. Goldberg stated, right.

38
39 Vice Chairman Taylor questioned, were you party to the litigation in which the up
40 to \$50,000...

41
42 Mr. Goldberg interjected replying, absolutely not.

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Vice Chairman Taylor asked, do you have a cost estimate on.....

Mr. Goldberg answered, I do. The actual installation of the jack and bore across Lake Mary and all the infrastructure on the property would run approximately \$120,000, but that doesn't include the additional things once you bring in the sewer system because we have to set up a homeowners' association, which will cost 5-\$10,000 with attorney's fees, and then we are also going to have the additional maintenance to the five homeowners of that lift station and onsite sewer lines. So, typically, a municipality maintains lift stations, but, in this case, because it's not within Sanford's municipality, it is going to fall upon these five residents to maintain that lift station. So, it creates a pretty good future liability zone. At some point in time, things break and who's responsibility is it going to be to fix a \$60,000 lift station?

Chairman Hawkins questioned Mr. Schindler, you indicated that the lift station and the line under Lake Mary Boulevard was capable of handling more homes along that side of Lake Mary Boulevard? Did I get that right?

Mr. Schindler responded, yes. A four-inch force main will handle a number of properties. Certainly more than the five that are proposed at this point.

Chairman Hawkins asked, but what about the lift station? The lift station is designed just for five properties?

Mr. Schindler replied, I can't address that. I can simply address the four-inch force main.

Chairman Hawkins questioned, but if somebody else wanted to tie into the force main and have another lift station somewhere east or west, they could?

Mr. Schindler answered, yes, they could. They would simply have to put in a manifold. It would be like a backflow preventer.

Chairman Hawkins asked, so, it wouldn't go into one as you were pumping it?

Mr. Schindler responded, right. It wouldn't go back up downstream. It would go upstream.

Chairman Hawkins said, okay. I understand now.

Mr. Schindler stated, we sent out roughly 120 notices to all property owners around the lake. And, regarding the issue of a turnaround for emergency vehicles, I specifically asked the life safety about that and they said they did not

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feel it was necessary; that right now we provide access. The garbage trucks are able to get in and get out. We provide fire service, emergency vehicles, and they did not see the need for a hammerhead or a cul-de-sac or anything like that. So, it was something that we did ask them to look at and they said that it was not necessary.

Chairman Hawkins questioned Mr. Goldberg if he had anything else.

Mr. Goldberg replied, I just want to finish my discussion about the meetings. That was the first meeting we had with the internal residents. We had a second meeting where we also sent out 120 notices to all the property owners around the lake. That was about three weeks ago. We had five families come to the meeting. One of the families was from the internal -- off of Stillwood Lane. So, there were four new families that came to the meeting for the entire lake group. Their main concern was having one lake lot and one access point. Other than that, they were fairly happy. Everybody was fairly happy with the reduced amount of lots.

Chairman Hawkins asked Mr. Goldberg, the size of that one lot is an acre; isn't it?

Mr. Goldberg answered, it's an acre and-a-half.

Chairman Hawkins thanked Mr. Goldberg for meeting with all those people and told him it was the right thing to do.

Mr. Goldberg said it was his pleasure.

Chairman Hawkins opened the hearing to public comment on Items C. and D.

Delores Lash, 213 Country Club Road, Lake Mary, Florida 32746, came forward. She said that she was not against either of these items, but expressed her main concerns of drainage and protecting Big Lake Mary from becoming a holding pond and/or a muck hole.

Otto Thomas, 3880 Stillwood Lane, Lake Mary, Florida 32746, came forward. He stated, I would like for you to explain why we have a 20' easement from Lake Mary Boulevard all the way down, which the garbage trucks use and all the other trucks, and they can't back in or back out whenever you -- you say it is no concern about that, but they can't back in off of Lake Mary Boulevard and they sure can't back out. He asked, right now they are turning around on his property, and whenever you take that away with that fence, where are they going to turn around?

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1 Chairman Hawkins questioned, where do they currently turn around?
2

3 Mr. Thomas responded, on this property right here (indicating to overhead
4 projector) and they back down to our house.
5

6 Chairman Hawkins asked, oh, they back into that property? So, they come in,
7 turn around there, and then they back down here (indicating to overhead
8 projector)?
9

10 Mr. Thomas replied, right. Turn around there and back all the way down to there
11 (indicating to overhead projector). And when you put a fence down there, you
12 only have 20'...
13

14 Chairman Hawkins interposed saying, yes. There's going to be a fence here so
15 they won't be able to do that.
16

17 Mr. Thomas said, right. Well, it would be on his property anyway and you
18 couldn't do it. So, where are they going to – they can't turn around in 20'. I just
19 want to still get my garbage picked up.
20

21 Chairman Hawkins stated to Mr. Schindler that is a good question.
22

23 Mr. Schindler said, this would be addressed during the Final Subdivision Plan.
24 All we are saying now is that he may or may not have a fence along the east side
25 of Lot 1. That doesn't mean it is going to be on the east side of Lot 1, but along
26 the east area. No one is planning to cut off access.
27

28 Chairman Hawkins stated, well, I understand that, but what he is saying is trucks
29 come in here (indicating to overhead projector) and they pull into this empty lot,
30 which is going to be Lot No. 1, and that person is not – regardless of whether
31 there is a fence there, that person is not going to want that to happen continually.
32 And, then, they back their trucks down here (indicating to overhead projector)
33 and pick up his garbage and then they drive straight back out.
34

35 Mr. Schindler said, there are also homes down here (indicating to overhead
36 projector). So, this does continue farther south that they have to get down to get
37 this garbage as well. So, it doesn't necessarily mean that they have to pull in
38 here (indicating to overhead projector). It is not an ideal situation, but it is what
39 we have and there is room. They may have to make a three-point turn, but
40 where this connects here (indicating to overhead projector) is a – you can't see
41 because of all the canopy, but there is an area that, over use, over time, has
42 been cleared of trees. So, they may have to make a three-point turn, but I think
43 that there is an area where it could happen.

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1 Chairman Hawkins questioned, this is currently all dirt and so is this all dirt road;
2 right (indicating to overhead projector)?
3

4 Mr. Schindler answered, oh, yes. Yes. And, as I said, it's a policy decision of the
5 City Commission as to whether or not they are going to require improvements.
6

7 Marion Anderson, 3840 Stillwood Lane, Lake Mary, Florida, came forward. He
8 stated that currently the garbage trucks do either turn around right by where the
9 mailboxes are or they turn into the median, block all traffic and back all the way in
10 to the mailboxes. He said, there are four houses past the mailboxes. There is
11 one house south of mine. We all have to take our garbage down to the
12 mailboxes to get it picked up. Nobody backs down to my house to do it. He
13 stated, as far as deliveries go from UPS or whatever, they turn around in my front
14 yard. It is not optimal, but that is the only way we can get deliveries. He said
15 that he had no objection to these items at all as long as it doesn't put any more
16 traffic on Stillwood Lane. He stated that Stillwood Lane can just barely handle
17 the, what, six houses that are down there. He said, there is not as large an area
18 to turn around as Gary implies. The mail truck has no trouble turning around
19 there, but the garbage trucks don't make three-point turns there. They pull well
20 off, and I don't know how old this aerial is, but if it were as clear as Gary implies,
21 there wouldn't be any canopy, and there is a canopy because there are trees
22 there. He stated that currently, unless Mr. Goldberg changes anything, he
23 doesn't have any objection; that he wanted to just clarify the garbage truck
24 pickup subject.
25

26 Mr. Schindler stated, let me just say that this is one of the reasons that we are
27 very insistent that there be no driveways from the south of these lots, so that we
28 do not put any more traffic on Stillwood Lane.
29

30 Daniel Joseph Coughlin, III, 1305 W. Lake Mary Boulevard, Lake Mary, Florida,
31 came forward. He said that he is approaching 18 years of residence on the
32 westbound property with the longest common boulevard with the proposed
33 development. He stated that he has been to these chambers six times to discuss
34 this matter. He said that it is a complicated issue that affects Mr. Thompson's
35 well being, as well as affects the rest of the property owners with common
36 boundaries to this. He stated his concerns of putting individual septic systems in
37 this area, ecological concern of a resident family of Sand Hill Cranes' that
38 nest/feed in those woods and have been doing so for almost ten years, the
39 amount of sewage and runoff that is going to be created by paving these areas,
40 by putting in driveways, by putting in houses with 4,000 square-foot roofs and the
41 fence along the west border. He said that he was unaware of developing a
42 homeowners' association. He requested to see a proposal in writing in regards

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1 to this and it be further considered by those most impacted by it and discussed
2 more thoroughly by this Board.

3
4 Mr. Schindler informed Mr. Coughlin that there is no fence on the west border,
5 only a wall along Lake Mary Boulevard and then there is a proposed 6'-high
6 polyvinyl fence along the east side.

7
8 Chairman Hawkins asked Mr. Schindler, if the property owner on Lot 5 wanted to
9 put up a fence of his choosing, he could the same as Dan could put up a fence of
10 his choosing?

11
12 Mr. Schindler responded, sure. Right.

13
14 Chairman Hawkins questioned Mr. Schindler, do you know anything about the
15 Sand Hill Cranes, or is that something that is addressed at the Final Subdivision
16 stage?

17
18 Mr. Schindler replied, we have an environmental report and it did not identify any
19 Sand Hill Cranes. It looked at gopher tortoises, eagles and other
20 endangered/threatened species and did not – and it was found in the
21 previous/same report for the previous PUD that it did not identify any critically
22 endangered animals on the property.

23
24 Chairman Hawkins said, he is correct. There is a family of Sand Hill Cranes.
25 They live on that end of the lake, so I agree with Dan that I think that ought to be
26 looked into prior to final subdivision.

27
28 Mr. Schindler concurred.

29
30 Member Miller asked Mr. Schindler, do you have any comments about sewer vs.
31 septic in that area?

32
33 Mr. Schindler answered, that is a policy decision. As it is proposed now, there is
34 no plan for the City to extend its sewer service south of Lake Mary Boulevard
35 east of the railroad tracks except this one area of connection with the City of
36 Sanford. As I said, it is part of the adopted PUD and that is a policy decision that
37 the City Commission will have to make. Staff supports the connection to the
38 sewer system, but Mr. Goldberg has the right to ask the Commission for the
39 option of either septic or sewer and the City Commission can judge.

40
41 **TAPE 2, SIDE A**

42
43 Member Miller questioned, in your opinion, is septic appropriate for that area?

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1 Mr. Schindler responded, the health department would have to make that
2 decision on a case-by-case basis.

3
4 Member Miller asked, so, that decision has not been made?

5
6 Mr. Schindler replied, that decision has not been made. They can say no. They
7 can say, yes, we will grant a permit on individual lots but you must go to
8 extraordinary measures. It is not that simple. In addition to the policy decision
9 by the City Commission, then there is the health department that will have to
10 address what, if anything, will be done.

11
12 Chairman Hawkins stated, living on the other side of the lake from Mr. Coughlin, I
13 just know that all the lots on Cardinal Oaks Cove, everybody had to have their
14 septic tanks put in their front yard, the farthest away from the lake. Although that
15 may help, the whole area – if you dig down – the closer you get to the lake, the
16 less amount you have to dig, but, essentially, that whole topography has clay as
17 a bottom and so everything that sinks through the soil whether it hits the roof of
18 the house or not, as long as it is collected prior to going into the lake, it is still
19 going to go down to that layer of clay and flow into the lake. So, I don't see that
20 there is anymore or any less runoff, whether there is a home or a driveway there
21 or not as long as the retention is designed for 100-year flood.

22
23 Mr. Schindler said, that's right. And it will be because there is no positive outfall
24 other than into the lake. So, it will have to be designed for 100-year flood.

25
26 Stephen Noto, Planner, added, according to §154.12, Lakefront Property, all
27 septic has to be in the front yard.

28
29 Chairman Hawkins stated, that would only address Lot 5.

30
31 Mr. Schindler said, right. But, we specially have language that says it **may** be
32 between the house and Lake Mary Boulevard.

33
34 Ms. Lash came back to the podium and further addressed her concern of the
35 decreasing depth of Big Lake Mary. She stated that when they took their boat
36 out, with a depth finder on it, last winter, Big Lake Mary was only eight feet
37 compared to 15-20' when they first moved there. She reiterated the need to
38 watch the drainage going down to Big Lake Mary.

39
40 Chairman Hawkins said, yes. I agree. And, I think it is more about runoff from
41 older septic tanks and from fertilizing yards.

42
43 Ms. Lash added, plus they keep paving the roads.

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

3
4 Member Cartmill questioned what is staff's view on the third condition attached to
5 the PUD Amendment since there might be a point of contention on that.

6
7 Mr. Schindler answered, staff's view is whatever the City Commission wants.

8
9 Chairman Hawkins asked, but your position is to leave it with the cold mix?

10
11 Mr. Schindler responded, at this point, we have to because it is a policy decision,
12 and until the Commission tells us differently, we are bound to uphold what the
13 Commission has approved. Now, would we fight it if they said change it staff?
14 No.

15
16 Chairman Hawkins commented that he is in favor of paving Stillwood Lane,
17 having a sewer system tie in to the City of Sanford as opposed to septic tanks,
18 and more in favor of having a brick wall as opposed to a stucco wall along Lake
19 Mary Boulevard. He also recommended that two conditions be added to the
20 Preliminary Subdivision Plan to include the family of Sand Hill Cranes' issue
21 needs to be addressed at Final Subdivision Plan stage and if gates are going to
22 be used, the driveways off Lake Mary Boulevard need to be addressed as far as
23 people backing out onto Lake Mary Boulevard.

24
25 **MOTION:**

26
27 **Member Cartmill moved to recommend approval to the City Commission**
28 **the request by ZDA, LLC/Allan Goldberg regarding a revision to the adopted**
29 **Final PUD for Waterside, 1255 and 1275 W. Lake Mary Boulevard, Lake Mary,**
30 **Florida, consistent with staff's Findings of Fact listed in the Staff Report and**
31 **subject to the following four conditions. Member Miller seconded the motion,**
32 **which carried unanimously 4-0.**

33
34 **CONDITIONS:**

- 35
36 **1. The PUD be approved with the connection to the City of Sanford**
37 **wastewater system in accordance with the original approval and revise**
38 **the developer's agreement to read that the developer and subsequent**
39 **homeowner's association shall own and maintain the force main**
40 **downstream from the point of connection to the City of Sanford**
41 **wastewater system. The requested City contribution of \$80,000 is a**
42 **policy decision to be decided by the City Commission.**

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- 2. Prior to the issuance of a site construction permit for the development, the developer shall provide a copy of a Seminole County Right-Of-Way Utilization Permit for the proposed driveways.
- 3. The plans and developer's agreement shall be revised indicating that the developer shall install 1" of road base and cold mix paving on Stillwood Lane and the access easement on the subject property.
- 4. The developer's agreement shall be amended to include the following language, "To the greatest extent possible, the developer will make the southern elevation of the homes to be built in a manner that will be least offensive to the existing homeowner to the south of the property".

Chairman Hawkins pointed out to Mr. Schindler that the Staff Report for the Preliminary Subdivision Plan should reflect it is a recommendation.

MOTION:

Member Cartmill moved to recommend approval to the City Commission the request by ZDA, LLC/Allan Goldberg regarding a Preliminary Subdivision Plan for Waterside, 1255 and 1275 W. Lake Mary Boulevard, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following eight conditions. Member Miller seconded the motion, which carried unanimously 4-0.

CONDITIONS:

- 1. The Final Subdivision Plan shall include the following:
 - a. A statement that wastewater service shall be provided by the City of Sanford and that the Waterside Homeowners Association will own and maintain the lift station and force main to the north side of the Lake Mary Boulevard right-of-way.
 - b. The location of the proposed force main and lift station.
 - c. Show the location of the existing 2" water line, the location of the proposed relocation of this line.
 - d. A 6' high wall along Lake Mary Boulevard, which complies with the adopted developer's agreement, and a 6' high polyvinyl fence along the east side of Lot #1 along Stillwood Lane.
 - e. The proposed location of the 16 required replacement trees.
 - f. A note indicating that the developer has the option of either planting the required replacement trees or making a contribution to the City for the value of such trees.
 - g. Submit a copy of the covenants and deed restrictions. Such covenants and deed restrictions shall be acceptable to the City.

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- 1 h. Show the improvements to Stillwood Lane and the access easement
2 along the south edge of the subject property, including 1" of base
3 material and cold mix asphalt surface.
- 4 2. Prior to the issuance of a site construction permit, the developer shall
5 submit copies of the Seminole County Right-of-way Utilization permits
6 for each of the 3 driveway cuts on Lake Mary Boulevard. The permits
7 may be issued in the name of the licensed contractor authorized to do
8 the work.
- 9 3. Prior to the issuance of a Certificate of Occupancy (CO) for the first
10 residence, the Applicant shall:
 - 11 a. Make improvements to Stillwood Lane including 1" of base material
12 and a cold mix asphalt surface.
 - 13 b. Plant the replacement trees or make the contribution to the City for
14 the cost of the replacement trees.
- 15 4. Prior to the issuance of the CO for the first residence, the City shall
16 disconnect the 2" water line and reinstall the line at its expense to
17 provide a loop system.
- 18 5. Each lot owner shall provide internal driveway features to prohibit
19 backing into Lake Mary Boulevard to exit the property.
- 20 6. The Final Plat shall show the following:
 - 21 a. The easement for the wastewater system, which shall be dedicated to
22 the homeowners association.
 - 23 b. The easement for the 2" water line, which shall be dedicated to the
24 City of Lake Mary.
- 25 7. Planning and Zoning Board recommends the family of Sand Hill Cranes'
26 issue needs to be addressed at Final Subdivision Plan stage.
- 27 8. Planning and Zoning Board recommends that if gates are going to be
28 used, the driveways off Lake Mary Boulevard need to be addressed as
29 far as people backing out onto Lake Mary Boulevard.

30
31 Mr. Omana announced that these two items will be moving forward to the City
32 Commission's January 2013 cycle.
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QUASI-JUDICIAL SIGN-IN SHEET

12/11, 2012
P+2 MEETING
(please print)

Name Marion Anderson Phone No. 407-322-8029

Address 3840 Stillwood Lane

Item of Interest Subdivin Plan for Waterside

Name Cindy Anderson Phone No. 321-689-1291

Address 3840 Stillwood Lane

Item of Interest Subdivision Plan for Waterside

Name DELORES LASH Phone No. _____

Address P.O. Box 950128 LAKE MARY

Item of Interest _____

Name JOHN LAKE Phone No. 407 322 1752

Address 3850 STILLWOOD LN.

Item of Interest WATERSIDE development

Name GREG CRANDALL Phone No. 407-314-7700

Address 264 ALMYRA DR. LAKE MARY FL 32746

Item of Interest VARIANCE

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: January 17, 2013
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Steve Noto
SUBJECT: Preliminary Subdivision Approval (for informational purposes only)

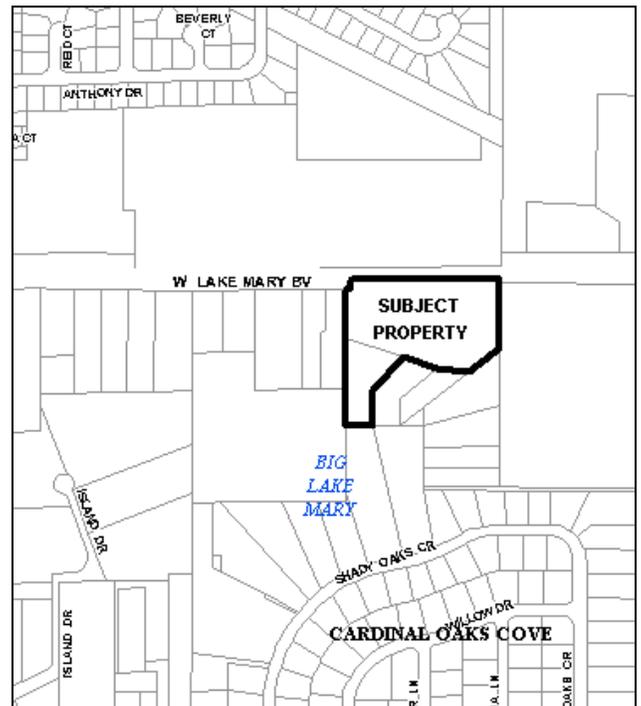
REFERENCE: City of Lake Mary Code of Ordinances, Comprehensive Plan, Waterside PUD and Developer's Agreement.

REQUEST: The applicant proposes a Preliminary Subdivision Plan for the Waterside Planned Unit Development (PUD).

CONSIDERATIONS:

Location: The subject property is located on the south side of Lake Mary Boulevard adjacent to and north of Big Lake Mary.

Description: The property to be rezoned contains +/- 5.875 acre tract, with 5.75 acres above mean high water. The subject property has parcel ID numbers of 15-20-30-300-0050-0000 & 15-20-30-0050-0000. Currently, the subject property is developed with 2 residences.



On February 1, 2007, the City Commission approved the Preliminary PUD plan and Developer's Agreement for a 7-lot subdivision. Currently, the applicant has submitted for Final PUD approval. On July 26, 2007, the City Commission approved the Final PUD.

Zoning:

NW NA	N NA	NE NA
W R- 1AAA(*)	SITE PUD(*)	E A-1(*)
SW A-1	S A-1 & R- 1AA	SE A-1

Future Land Use:

NW NA	N NA	NE NA
W LDR	SITE LDR	E LDR
SW LDR	S LDR	SE LDR

*= On March 6, 2008, the City Commission adopted Ordinance No. 1282, establishing the Big Lake Mary Overlay zoning district. The regulations of the Big Lake Mary overlay zoning district apply to properties east and west of the subject property. To the extent that it does not conflict with the adopted Final Waterside PUD, the provisions of the Big Lake Mary overlay zoning district apply to the subject property.

ANALYSIS: The subject property has a Low Density Residential (LDR) land use designation. The LDR land use designation allows up to 2.5 DU/A and the A-1 zoning permits 1 dwelling unit per 3 acres. The previously applicant proposed to rezone the subject property from A-1 to R-1AA and develop a 12-lot subdivision. The City Commission denied the proposed twelve lot subdivision. The applicant filed a Bert J. Harris takings claim against the City and this item went to mediation. The City and the previous applicant agreed upon a seven lot residential development. On February 1, 2007, the City Commission approved the Preliminary PUD plan and Developer's Agreement for the seven lot subdivision. In 2008, the City Commission adopted Ordinance No. 1200 approving the Final PUD for the Waterside Development.

Comparison of adopted Waterside PUD plan and proposed Waterside PUD plan:

Currently, Mr. Goldberg, the applicant, proposes to revise the existing Planned Unit Development (PUD) to create a five lot subdivision; however, until such time as the adopted PUD, both master plan and developer's agreement are amended, any proposed subdivision shall comply with adopted PUD documents. A comparison of the adopted and proposed development is as follows:

Comparison of adopted Waterside PUD plan and proposed Waterside PUD plan:**Number of Lots –**

The adopted PUD contains a total of seven (7) lots.

The number of lots in the proposed PUD shall not exceed five (5).

Lot Area –

The minimum square footage of each lot shall comply with the R-1AAA zoning district (21,780 square feet). The adopted PUD lists the minimum square footage of the lots as follows: Lot # 1 = 38,767; Lot # 2 = 38,284; Lot # 3 = 35,671; Lot # 4 = 32,053; Lot # 5 = 29,292; Lot # 6 = 23,975 & Lot #7 = 48,142. The square footage of the five proposed lots is as follows: Lot #1 = 44,866; Lot #2 = 50,094; Lot #3 = 42,253; Lot #4 = 46,609; & Lot #5 = 71,874.

The proposed PUD meet or exceed the minimum lot area requirements of the R-1AAA zoning district (21,780 square feet) and the Big Lake Mary overlay zoning district (40,000 square feet). Lot 5 is a waterfront lot. It exceeds the minimum requirement of 40,000 square feet of lot area for waterfront lots, per Section 154.12.

Lot Width –

In the adopted PUD, the minimum lot width at the building setback line shall be a minimum of 100’.

In the proposed PUD, the minimum lot width shall be 125’, which meets the minimum requirements of the Big Lake Mary overlay zoning district.

Potable Water –

The adopted PUD shows the lots served by City of Lake Mary potable water. There is a 10” water main along Lake Mary Boulevard, turning south on Stillwood Lane connecting to Cardinal Oaks Cove. There is also a 2” water line that runs south from the 10” line along Lake Mary Boulevard through the middle of the subject property. The existing residences between the PUD and the lake are served by both the 2” line and a line from the 10” line. In light of this, the 2” water line needs to be abandoned and removed.

The proposed PUD shows the lots served by City of Lake Mary potable water.

Sewer Service –

The existing PUD shows that sewer service would be provided by a 4” force main connecting to the City of Sanford sewer system main under Lake Mary Boulevard. The lift station and the force main would be owned and maintained by the owners of the seven lots. The City is committed to contribute ½ of the costs, not to exceed \$50,000, to construct the sewer force main under Lake Mary Boulevard. The City of Sanford proposed to own the sewer force main from the south side of Lake Mary Boulevard northward.

The proposed PUD Developer’s Agreement states that wastewater service for each of the five lots may be either by individual septic systems or via a sewer force main connecting into the City of Sanford utility system. If the City requires that the development connect into the City of Sanford wastewater system, the developer proposes that the City’s contribution would be a fixed amount of \$80,000. This _____ contrasts with the requirement in the existing PUD agreement that the City would _____

provide ½ of the costs associated with constructing the sewer main under Lake Mary Boulevard, not to exceed \$50,000.

Connection to the City of Sanford sewer system requires that a property owner's association be created to own and maintain the sewer force main to the point of connection into the City of Sanford wastewater system.

In order for the lots within the Waterside development to connect to the City of Sanford utility system, the City of Lake Mary was required to enter into an agreement with the City of Sanford. In October 2007, this agreement was formalized.

Driveways –

The adopted PUD plan shows four driveways on Lake Mary Boulevard. There is a driveway for Lot 7. Lots 5&6, lots 3&4 and lots 1&2 share a driveway. Prior to the issuance of a site construction permit, the applicant shall provide a copy of the Seminole County Right-Of-Way Utilization Permit.

The proposed PUD shows a total of 3 driveways on Lake Mary Boulevard. Lot 5 will have a driveway. Lots 3&4 will share a driveway and lots 1&2 will share a driveway. Because Lake Mary Boulevard is a Seminole County roadway, the owners of these lots shall acquire a Seminole County Right-Of-Way Utilization Permit in order to construct the driveways.

Roadways – The paving of Stillwood Lane and the access easement is an unresolved policy issue.

Stillwood Lane is the primary access for the existing residences along the east shore of Big Lake Mary. The 20' wide easement provides secondary access for emergency vehicles for the proposed 7 lots and primary access for the two existing residences between the PUD and Big Lake Mary. The City and the developer agreed that the developer would install 1" of road base and cold mix paving for Stillwood Lane and the access easement.

The proposed PUD does not show any improvements to Stillwood Lane or to the access easement along the southern portion of the proposed lots. The unpaved access easement currently provides access for emergency vehicles to the existing adjacent residences and would do so in the future. No access to the 5 lots is proposed from the existing easement.

Stormwater –

The adopted PUD had an interconnected stormwater system along the rear of the lots.

The proposed PUD shows self-contained stormwater ponds in the rear of each of the 5 proposed lots. The design of the ponds will be addressed at the time of Final Subdivision Plan Review.

Walls & Fencing –

The adopted PUD requires a 6' high fence be installed at the rear of each lot, adjacent to the access easement. The PUD was silent about any fencing or wall along Lake Mary Boulevard.

The proposed PUD does not show a fence at the rear of the lots. At the developer's option, it proposes a 6' high polyvinyl fence along the east side of Lot #1 along Stillwood Lane and a 6' high wall along Lake Mary Boulevard. The wall may be constructed of either brick or painted stucco. Exhibit C of the developer's agreement provides detail sheets of a brick wall option, a stucco wall option and the swing gate.

When a wall is proposed along Lake Mary Boulevard, the City's Code of Ordinances requires such walls to be constructed of bricks; however, there is a waiver process that allows the City Commission to approve walls along Lake Mary Boulevard constructed of materials other than brick. To date, the City Commission has allowed a number of stucco walls along Lake Mary Boulevard.

Developer's Agreement – The proposed subdivision shall comply with the provisions of the adopted PUD developer's agreement.

Historic Trees –

The adopted PUD and preliminary subdivision plan show up to 7 historic trees that are proposed to be removed during construction of the infrastructure. Because the preliminary subdivision plan does not identify the trees other than as oaks and pines, staff cannot determine if the oak trees are live oaks and if the pine trees are long leaf pines. In the absence of such information, it is the City's practice to assume that the trees are historic and require replacement trees. If the applicant can document that these trees are not historic trees, during the final subdivision plan review, staff would be happy to revise the total number of required replacement trees.

The proposed subdivision shows the removal of 6 potentially historic trees. Two trees are 24" wide and 4 in excess of 24" in width. Two of the historic trees would be lost due to the construction of the shared driveways on Lots 1&2 and on 3&4. The other 4 historic trees would be lost due to the proposed stormwater ponds on Lots 2, 3 & 4. If connection to the City of Sanford sewer system is mandated, staff will review the plans to determine if any additional historic trees will have to be removed.

If the trees are historic, the City's Code of Ordinances requires that each be replaced. If each tree falls within the category of 20" to 24" wide, a total of six replacement trees are required. If historic trees are in excess of 24" wide, a total of 16 replacement trees are required. Per Section 157 of the City's Code of Ordinances, the applicant has the option of either planting the trees on-site or contributing the cost of all or a portion of the trees to the City. If trees are planted

on-site, they are to be irrigated. If the applicant makes a contribution, the money is used to purchase and plant trees in parks and other public areas.

FINDINGS OF FACT: The Preliminary Subdivision Plan meets the relevant criteria of Section 155 of the City's Code of Ordinances, the Developer's Agreement and the City's Comprehensive Plan, with the following conditions:

1. The final subdivision plan shall include the following:
 - a. A statement that wastewater service shall be provided by the City of Sanford and that the Waterside Homeowners Association will own and maintain the lift station and force main to the north side of the Lake Mary Boulevard right-of-way.
 - b. The location of the proposed force main and lift station.
 - c. Show the location of the existing 2" water line, the location of the proposed relocation of this line.
 - d. A 6' high wall along Lake Mary Boulevard, which complies with the adopted Developer's Agreement, and a 6' high polyvinyl fence along the east side of Lot #1 along Stillwood Lane.
 - e. The proposed location of the 16 required replacement trees or a note that the developer plans to contribute to the City's Reserve Tree Account.
 - f. A note indicating that the developer has the option of either planting the required replacement trees or making a contribution to the City for the value of such trees.
 - g. Submit a copy of the covenants and deed restrictions. Such covenants and deed restrictions shall be acceptable to the City.
 - h. Show the improvements to Stillwood Lane and the access easement along the south edge of the subject property, including 1" of base material and cold mix asphalt surface.
2. Prior to the issuance of a site construction permit, the developer shall submit copies of the Seminole County Right-of-way Utilization permits for each of the 3 driveway cuts on Lake Mary Boulevard. The permits may be issued in the name of the licensed contractor authorized to do the work.
3. Prior to the issuance of a certificate of occupancy (CO) for the first residence, the applicant shall:
 - a. Make improvements to Stillwood Lane including 1" of base material and a cold mix asphalt surface.
 - b. Plant the replacement trees or make the contribution to the City for the cost of the replacement trees.
4. Prior to the issuance of the CO for the first residence, the City shall disconnect the 2" water line and reinstall the line at its expense to provide a loop system.
5. Each lot owner shall provide internal driveway features to prohibit backing into Lake Mary Boulevard to exit the property.
6. The final plat shall show the following:
 - a. The easement for the wastewater system, which shall be dedicated to the homeowners association.

b. The easement for the 2" water line, which shall be dedicated to the City of Lake Mary.

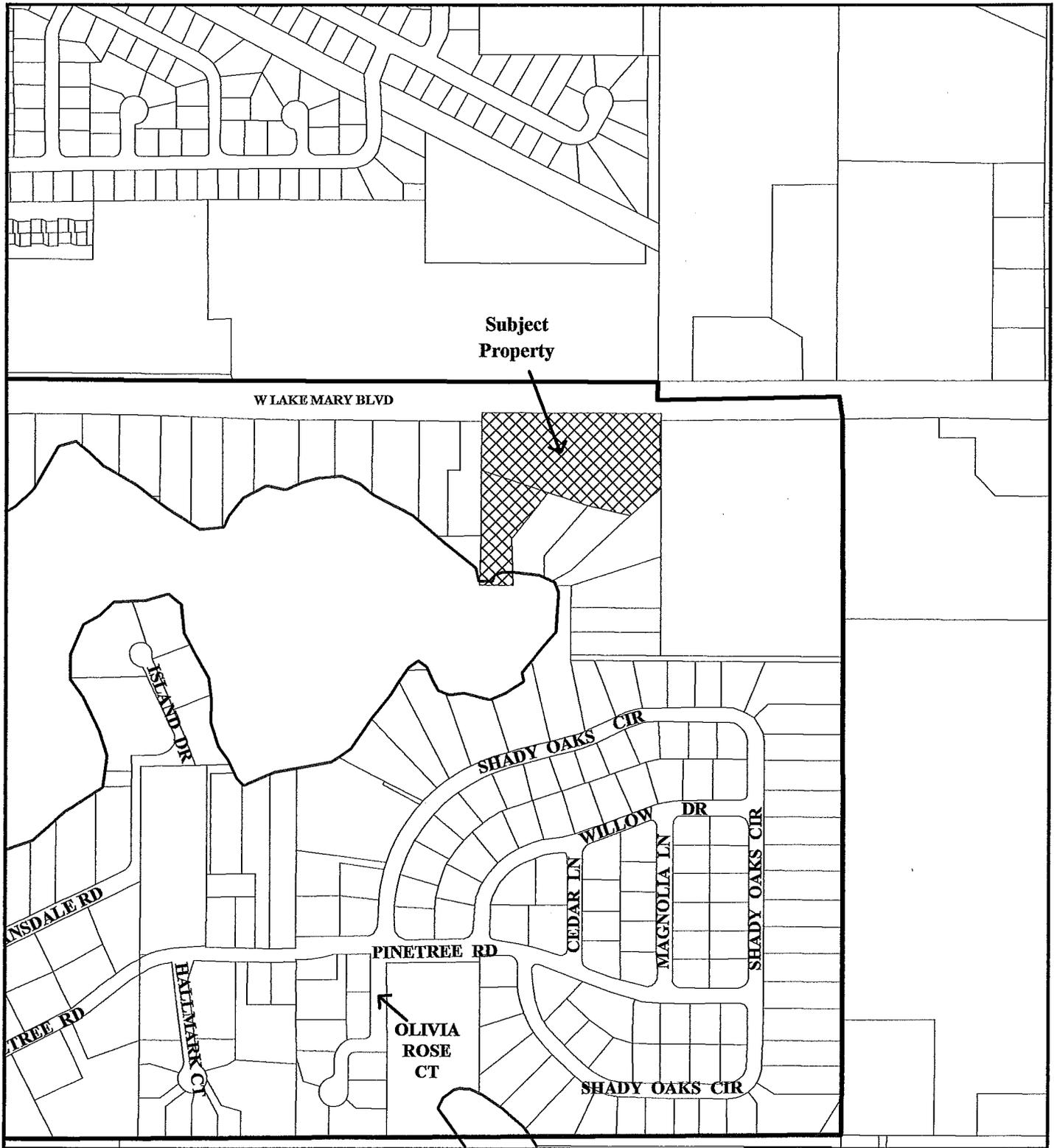
7. If Sandhill Cranes or any other endangered or threatened species are found on the subject property, the developer shall comply with all relevant regulations regarding the protection of such species.

8. If gates are proposed to be used in conjunction with the driveways, the Final Subdivision Plan shall show the measures necessary to prevent traffic from having to back into Lake Mary Boulevard.

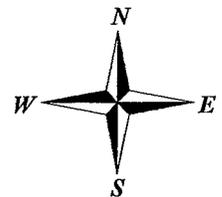
PLANNING AND ZONING BOARD: At their regular December 11, 2012 meeting, the P&Z voted 4 to 0 to recommend approval of the proposed Preliminary Subdivision Plan with the conditions listed above.

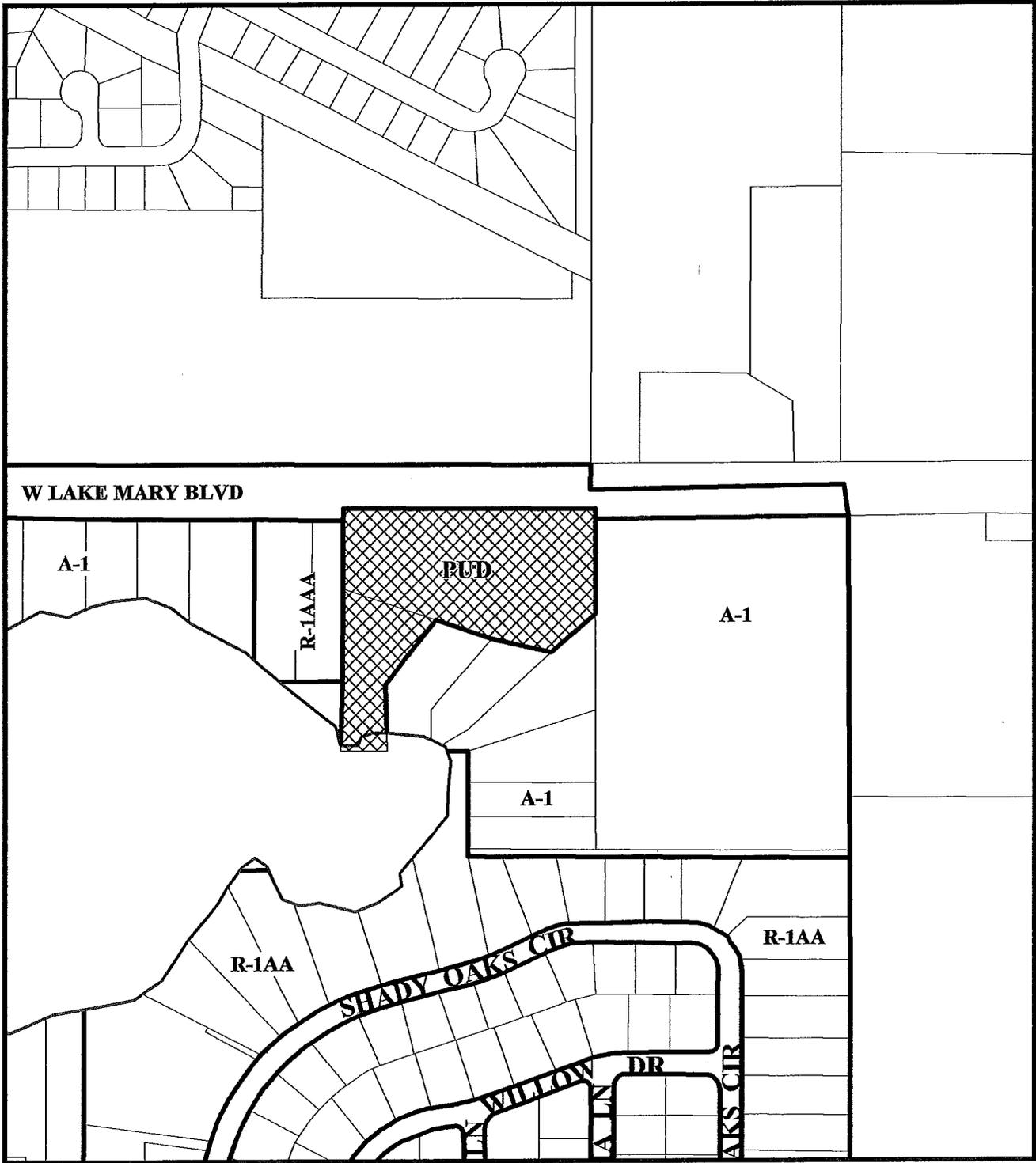
ATTACHMENT:

Location Map
Zoning Map
FLUE Map
Aerial Photo
Legal Description
Subdivision plan
Minutes



Location Map
1255 & 1275 W. Lake Mary Blvd.

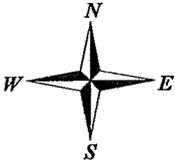


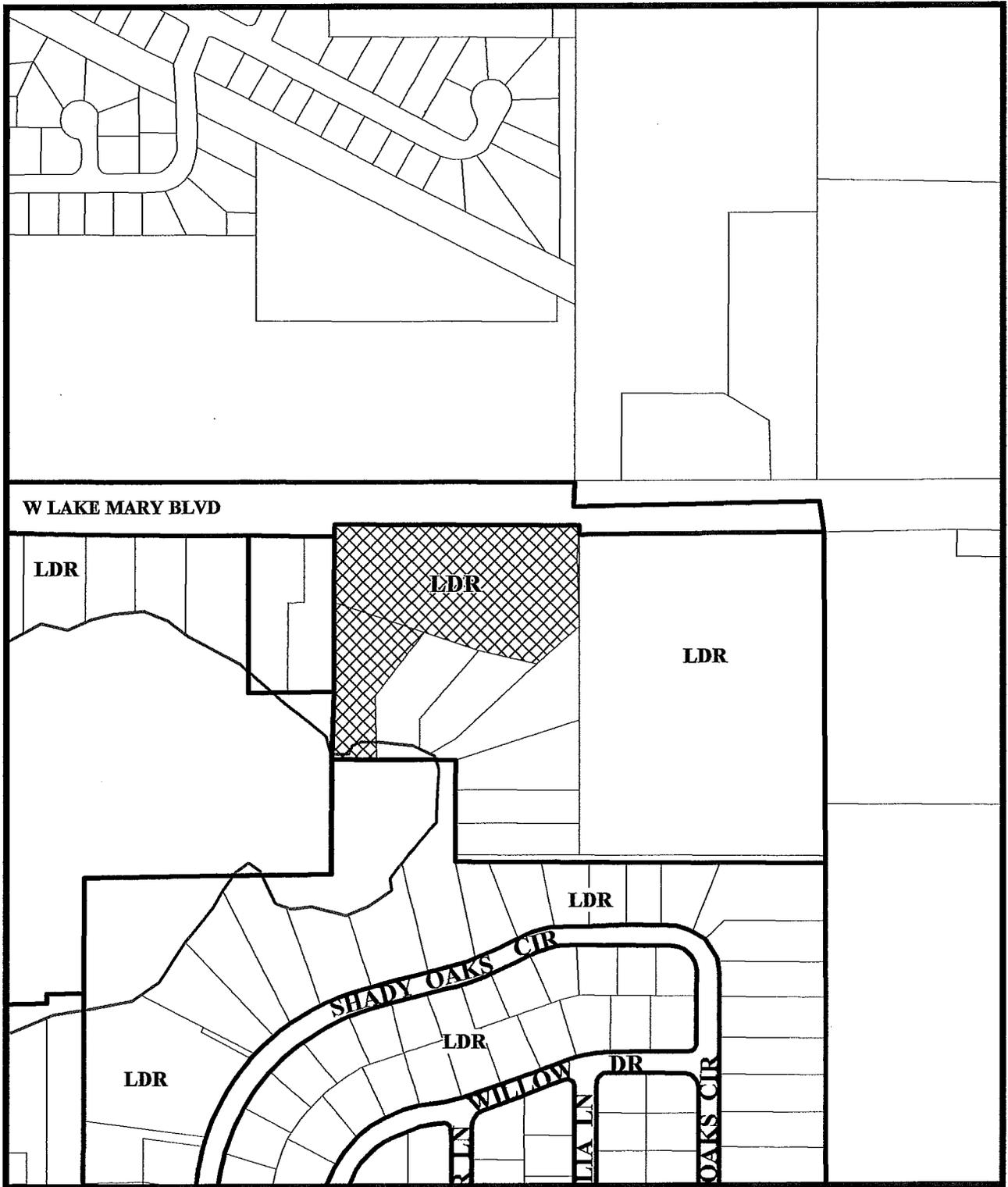


Zoning Map



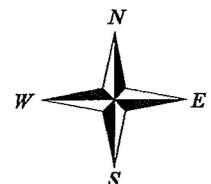
LEGEND					
A-1	Agriculture	R-1AAA	Single Family	PUD	Planned Unit Development
RCE	Rural Country Estate	R-M	Residential	PO	Professional Office
R-1A	Single Family	R-2	One & Two Family	C-1	General Commercial
R-1AA	Single Family	R-3	Multiple Family	C-2	Commercial Commercial
				M-1A	Light Industrial
			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





Future Land Use Map

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



W. Lake Mary Blvd.

Big Lake Mary



EXHIBIT A LEGAL DESCRIPTION

A PORTION OF THE NE ¼ OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 15, BEING A RECOVERED 4" X 4" CONCRETE MONUMENT; THENCE SOUTH 00 DEG 42 MIN 51 SEC WEST ALONG THE WEST LINE OF THE NE ¼ OF SAID SECTION 15 FOR A DISTANCE OF 51.03' TO THE POINT OF BEGINNING, BEING A RECOVERED 4" X 4" CONCRETE MONUMENT STAMPED "PSL # 3144"; THENCE SOUTH 89 DEG 25 MIN 10 SEC EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD, ACCORDING TO THE OFFICIAL RECORDS BOOK 2573, PAGE 2143 FOR A DISTANCE OF 536.19' TO A SET IRON PIPE AND CAP STAMPED "LB # 3778"; THENCE CONTINUE SOUTH 89 DEG 56 MIN 53 DEG EAST FOR A DISTANCE OF 122.16' TO A SET IRON PIPE AND CAP STAMPED "LB 3778"; THENCE SOUTH 00 DEG 42 MIN 17 SEC WEST ALONG THE EAST LINE OF THE NW ¼ OF TH4 NW ¼ OF THE NE ¼ OF SAID SECTION 15 FOR A DISTANCE OF 277.92' TO A SET IRON PIPE AND CAP STAMPED "LB 3778"; THENCE SOUTH 53 DEG 03 MIN 05 SEC WEST ALONG THE NORTHWESTERLY LINE OF LANDS DESCRIBED I OFFICIAL R4ECORDS BOOK 2253, PAGE 1064 A DISTANCE OF 171.59' TO A RECOVERED 2" IRON PIPE; THENCE NORTH 78 DEG 12 MIN 33 SEC WEST ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5375, PAGE 1186 FOR A DISTANCE OF 139.37' TO A RECOVERED 2" IRON PIPE; THENCE NORTH 69 DEG 57 MIN 28 SEC WEST ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5455, PAGE 1159 FOR A DISTANCE OF 160.94' TO RECOVERED 2" IRON PIPE; THENCE SOUTH 43 DEG 25 MIN 44 SEC WEST ALONG THE WESTERLY LINE OFR LANDS DESCRIBED IN OFFICIAL RECORDS OOD 5455, PAGE 1159 FOR A DISTANCE OF 192.91' TO A RECOVERED 2" IRON PIPE; THENCE CONTINUE SOUTH 01 DEG 38 MIN 24 SEC WEST FOR A DISTANCE OF 166.65'; THENCE NORTH 89 DEG 36 MIN 35 SEC WEST FOR A DISTANCE OF 100.37'; THENCE NORTH 00 DEG 42 MIN 51 SEC EAST ALONG THE WEST LINE OF THE NE ¼ OF SAID SECTION 15, A PORTION OF WHICH ALSO BEING THE EAST LINE OF SEAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 51, PAGES 69 AND 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA FOR A DISTANCE OF 608.98' TO THE POINT OF BEGINNING.

CONTAINS 255,898 SQUARE FEET OR 5.875 ACRES, MORE OR LESS

1 C. 2012-RZ-06: Recommendation to the City Commission regarding a revision to
2 the adopted Final PUD for Waterside, 1255 and 1275 W. Lake Mary Boulevard,
3 Lake Mary, Florida; Applicant: ZDA, LLC/Allan Goldberg
4

5 D. 2012-PSP-05: Recommendation to the City Commission regarding a
6 Preliminary Subdivision Plan for Waterside, 1255 and 1275 W. Lake Mary
7 Boulevard, Lake Mary, Florida; Applicant: ZDA, LLC/Allan Goldberg
8

9 Gary Schindler, City Planner, first presented Item C. and the related Staff Report.
10 A reduced copy of the site plan was on the overhead projector. He stated,
11 this is a 5.875-acre site located on the south side of Lake Mary Boulevard and on
12 the north side of Big Lake Mary. When this was being reviewed previously --
13 there is an adopted PUD. There were also adopted subdivision plans, but they
14 have subsequently expired. So, we are back for some revisions to the PUD, and
15 then the proposed subdivision must be compatible to either the adopted PUD or
16 the proposed PUD, whichever comes later.
17

18 Mr. Schindler discussed what was proposed previously and what is now
19 proposed. He said that there is no change in the area; it's still 5.875 acres. He
20 stated that previously there were seven lots and they all met or exceeded the R-
21 1AAA standards, but now there are five lots, which means you have the same
22 area but fewer/larger lots, and only one lot was proposed to be waterfront and
23 one lot is proposed to be waterfront now.
24

25 Mr. Schindler said, as proposed, the lots all meet or exceed the R-1AAA
26 standards and the Big Lake Mary Overlay Standards, which is 40,000 square
27 feet.
28

29 Mr. Schindler stated that the minimum lot width was approved at 100' and what is
30 being proposed is 125', so you will have wider lots.
31

32 Mr. Schindler said that the City was proposed to serve potable water and the City
33 is still proposed to serve. He stated that there is a two-inch water line that runs
34 diagonally through the property for which there is no easement that will have to
35 be addressed as part of the subdivision, but staff is aware of that and it will be
36 addressed and will have to be relocated, and in the final platting, there will have
37 to be an easement given to it. He said that this 2" water line is to help for water
38 quality; to keep water from becoming stagnant at the end of the lot.
39

40 Mr. Schindler stated that currently the PUD is to have sewer service provided by
41 the City of Sanford; that there is a proposal for a four-inch force main and a lift
42 station that would connect into the City of Sanford. He said that the PUD
43 Agreement says that the City will participate in one half the cost of putting the

1 force main under Lake Mary Boulevard not to exceed \$50,000. He stated that
2 the Applicant has agreed contingent upon the City increasing its participation to a
3 flat \$80,000, and it would not be based on half the cost. He said that this is a
4 policy decision; that if this is what the City Commission wishes to do, they need
5 to address that.
6

7 Mr. Schindler proceeded to discuss driveways. He stated that there were four
8 driveways previously; the westernmost lot, which is the waterfront lot, has a
9 driveway onto Lake Mary Boulevard, and then we had three driveways serving
10 two lots each, but because the number of lots has been reduced from seven to
11 five, we have gone from four driveways to three. He said that we are actually
12 reducing the number of conflict points on Lake Mary Boulevard.
13

14 Mr. Schindler stated, an unresolved policy is the paving of Stillwood Lane and the
15 access easement. The PUD says that the Applicant shall provide one inch of
16 base material for Stillwood and the ingress/egress easement and then a coat of
17 cold mix. That also envisioned that all seven lots would have access from the
18 ingress/egress easement. As proposed, there will be no access from the south
19 to the lots. There will be access only from Lake Mary Boulevard. Staff does not
20 see the wisdom of having cold mix on the existing easement. Right now it is
21 unpaved. We provide emergency and garbage services of what's there;
22 however, once again, that is a policy decision (Mr. Omana adjusts document on
23 overhead projector).
24

25 Mr. Schindler said, one of the things that I want to bring to your attention – you
26 see the access easement along the rear of Lots 1, 2, 3 and 4. You notice it does
27 not go onto 5. Previously, the access easement was on all seven lots. In
28 discussions with Mr. Goldberg, staff said if you remove the access easement
29 from Lot 5, the waterfront lot, that strengthens the position that no one else other
30 than the owner(s) of Lot 5 have access to the water. Mr. Goldberg concurred
31 and did so. So, the issue of whether or not there will be base material and cold
32 mix on Stillwood Lane and on the access easement is a policy decision that the
33 Commission will have to make.
34

35 Mr. Schindler stated, I've addressed the access to Big Lake Mary. Only Lot 7 will
36 have lake access and that the owners of Lot 7 are permitted to have a maximum
37 of three watercraft on the lake at any one time.
38

39 **TAPE 1, SIDE B**
40

41 Mr. Schindler said, stormwater was proposed to be an interconnected system.
42 Now it's proposed to be a system on each lot, which staff finds no problem with.
43

1 Mr. Schindler stated, as far as walls and fencing, there was to be a 6' high fence
2 installed along the rear of each lot along the access easement. The PUD was
3 silent about fencing along Lake Mary Boulevard. The Applicant is not proposing
4 any fencing along the access easement. He is proposing to have fencing along
5 the east side of Lot 1 adjacent to Stillwood Lane that will be polyvinyl fencing,
6 and then he is also showing a 6' high either brick or stucco wall along Lake Mary
7 Boulevard. The details of both of those are included in the PUD Agreement so
8 that the Commission will know what the wall options will look like. Staff told them
9 that the only way that staff could support even the possibility of allowing that kind
10 of language is if Mr. Goldberg included a condition or details, which he has done.
11 The Developer's Agreement that is adopted now was a compromise of the illegal
12 action for the Bert Harris Act, and the proposed developer's agreement
13 memorializes that; however, it has been changed/alterd so that it addresses the
14 proposed conditions.
15

16 Mr. Schindler concluded his presentation on Item C. by saying that staff finds that
17 the Final PUD for Waterside development meets or exceeds the relevant
18 provisions of the City's Code of Ordinances subject to four conditions (see below
19 under motion). He said in relation to the second condition, because the work on
20 Stillwood Lane and the ingress/egress access is adopted, staff has no basis to
21 propose that that not be done, but if the City Commission chooses to not require
22 that, staff is not going to oppose that. He stated that staff and the developer
23 have come to a compromise on the language in the fourth condition which shall
24 read "to the greatest extent possible, the developer will make the southern
25 elevation of the homes to be built in a manner that will be least offensive to the
26 existing homeowner to the south of the property". He said that staff would like to
27 substitute that language from what is currently in the Staff Report as far as the
28 fourth condition.
29

30 Mr. Schindler proceeded to present Item D. and the related Staff Report. A
31 reduced copy of the site plan was on the overhead projector. He stated that
32 because both the PUD and the Preliminary Subdivision require only 30 percent
33 engineering, it is very common for them to be able to go concurrently, so this is
34 the reason that this item is before you as well. He said that the subdivision must
35 comply with the adopted PUD, so what will happen is when we schedule this item
36 for City Commission, because the PUD will require an ordinance reading, the
37 subdivision will be scheduled for the second date of the second reading for the
38 PUD. We should have a very good feel for what will be required in the PUD and,
39 therefore, we can make any revisions necessary to the subdivision.
40

41 Mr. Schindler concluded his presentation on Item D. by saying, in light of what we
42 know now, staff finds that the Preliminary Subdivision Plan meets the relevant
43 criteria of Section 155 of the City's Code of Ordinances, the developer's

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1 agreement, and the City's Comprehensive Plan subject to six conditions, which
2 he read aloud (see motion below). He stated, as a side note, if the City
3 Commission has an issue with condition 1.h., then it would be removed, but until
4 such time as staff gets that direction, it is included. He said that as far as the
5 fourth condition, this is exact language that is a part of the adopted PUD; that this
6 is nothing new. He stated that the fifth condition was previously recommended
7 by the P&Z; that we don't want people backing out onto Lake Mary Boulevard,
8 which would be a recipe for disaster/injury.

9
10 Chairman Hawkins said that he noticed that some of the driveway features off
11 Lake Mary Boulevard have gates.

12
13 Mr. Schindler said that he did believe there is a gate and the detail of the gate is
14 shown in the developer's agreement as an attachment.

15
16 Chairman Hawkins stated that having a gate here prohibits someone from turning
17 around and exiting back onto Lake Mary Boulevard; that if the gate doesn't open
18 and there is nobody home to open the gate, the only choice is for that person to
19 back onto Lake Mary Boulevard.

20
21 Mr. Schindler said that this would be something we would look at during the Final
22 Subdivision stage.

23
24 Chairman Hawkins asked the purpose of the access easement.

25
26 Mr. Schindler responded, right now the subject property is in two parcels
27 previously owned by a brother and his sister. The westernmost parcel was the
28 only parcel that had lake access. The access easement was so that the owner of
29 the eastern parcel could have access to the lake. That was the original purpose.

30
31 Chairman Hawkins questioned, why are we keeping that purpose?

32
33 Mr. Schindler replied, we're not. You will see that the easement stops at the
34 western edge of Lot 4.

35
36 Chairman Hawkins asked, the purpose was to allow this part of the property to
37 access the lake?

38
39 Mr. Schindler answered, yes, but it also allows access to the properties on the
40 south side of the property.

41
42 Chairman Hawkins questioned, but Stillwood Lane is not in that access, is it?
43

1 Mr. Schindler responded, no, it's not. Stillwood Lane is private, and the access
2 easement was originally to provide access to the lake. Subsequently, it now
3 provides access to the property owners here (indicating to overhead projector).
4

5 Chairman Hawkins stated that he thought Stillwood Lane provides access to the
6 property owners there.
7

8 Mr. Schindler requested Mr. Goldberg, Applicant, come forward to explain.
9

10 Allan Goldberg, Applicant and Manager of ZDA, LLC, 100 S. Virginia Avenue,
11 Unit 201, Winter Park, Florida 32789, came forward and addressed the Board in
12 favor of Items C. and D. He said that Stillwood Lane is actually on the access
13 easement and that is the way the houses to the south get to their property, the
14 main ingress/egress easement to their property.
15

16 Chairman Hawkins stated, okay. That is what I needed to know. I thought they
17 were separate. He asked Mr. Schindler, is the fencing along Lake Mary
18 Boulevard or along this eastern property (indicating to overhead projector) going
19 to be built at the get-go, or is it going to be built when individual lots are
20 developed, or.....
21

22 Mr. Schindler replied, it will need to be built as part of the infrastructure because,
23 otherwise, it is possible you would have some built in one year and have some
24 built in another year and we want it built all at one time as part of the
25 infrastructure.
26

27 Member Cartmill asked why would the City consider contributing \$80,000 and
28 whether or not that would be to avoid something.
29

30 Mr. Schindler answered, no. We were sued under the Bert Harris Act for a
31 taking. The \$50,000 was part of that compromise. The Applicant is now asking
32 the City to drop the \$50,000 and contribute \$80,000.
33

34 Chairman Hawkins questioned, so, another \$30,000 for the same purpose?
35

36 Mr. Schindler responded, right. Yes. Previously it was up to \$50,000. It was
37 based on half the cost of running the force main under Lake Mary Boulevard.
38 The force main is sized so it can handle many homes in addition to the five or
39 seven that are being proposed. It is of a size that would be able to handle a
40 much larger area. So, there is some rationale there.
41

1 Member Miller asked, but what you are telling us about that \$80,000 is that is not
2 part of our decision? That doesn't enter into our thought process with what we
3 are doing? You are saying it's irrelevant?
4

5 Mr. Schindler replied, you can make any recommendation you want, but,
6 ultimately, it is going to be up to the City Commission to decide whether or not
7 they are going to go with \$80,000, or stay with \$50,000, or something in
8 between.
9

10 Member Miller questioned, on Finding of Fact No. 4 where you are saying that
11 the homes facing the lake would have the least offensive appearance, how
12 do you judge that? Who judges least offensive?
13

14 Mr. Schindler answered, what we want to make sure is, to the greatest extent
15 possible, that the facades both north and south are pleasant. We are not
16 necessarily saying it has to have double front facades, but we want to make sure
17 that the facades to the south, towards the neighbors, are going to be something
18 that would be pleasing to an appearance.
19

20 Chairman Hawkins asked, so, screen enclosures and pools are considered
21 pleasing?
22

23 Mr. Schindler responded, yes, they would be. We can't say you have to have a
24 double-front façade because these homes are going to be larger; they are going
25 to have screen enclosures and pools. That is the reason we have some weasel
26 words.
27

28 Member Miller questioned, so, you just said those are not offensive; right?
29

30 Mr. Schindler replied, those are not offensive to me.
31

32 Chairman Hawkins said, in his opinion, those are not offensive.
33

34 Mr. Schindler stated, that's correct. Once again, this will be up to the City
35 Commission to decide.
36

37 Vice Chairman Taylor said, it's legally unenforceable in any manner. It's a good
38 intent, but legally unenforceable.
39

40 Chairman Hawkins stated, right. Good language.
41

42 Juan (John) A. Omana, Jr., Community Development Director, announced these
43 items are quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see

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1 attached) were located at the back of the chambers for any interested party to
2 sign in order to be kept abreast of these matters.

3
4 Chairman Hawkins requested the Applicant come forward again and address the
5 Board further on Items C. and D.

6
7 Mr. Goldberg came back to the podium and said that he was in agreement with
8 both Staff Reports except for Finding of Fact No. 3 in relation to the PUD
9 Amendment. He stated this was not his intention. He said, I guess the Findings
10 of Fact also in the Preliminary Subdivision Plan which discusses the wastewater
11 service and that – all the language having to do with that is going to be an option
12 to the City Commission. The way I have laid it out in the Developer's Agreement
13 is they allow us to build with five septic tanks, three net to the property that –
14 existing – it has two septic tanks that are pretty old – I would say 40-50 years old,
15 or provide me with the dollars that I requested to put in the lift station and sewer
16 system.

17
18 Chairman Hawkins stated, I wasn't able to attend your meeting last week. Did
19 you have a good turn out and what were the results of that?

20
21 Mr. Goldberg answered, we had approximately five homeowners there. We had
22 two separate community meetings. The first meeting we had, which was
23 probably five weeks ago, was with the immediate owners that use Stillwood Lane
24 to access their property. They had two main concerns; Lot 5 being the only
25 access to the lake, and one of the homeowners talked about the ingress/egress
26 easement and turnaround for garbage trucks and emergency vehicles.

27
28 Chairman Hawkins asked, on your property or Stillwood Lane?

29
30 Mr. Goldberg responded, with – both the same. Stillwood Lane and the
31 easement around our property, which is not a great situation in the first place
32 because we're maintaining an access to their property, but it is what it is.

33
34 Chairman Hawkins said, rather than them maintaining their own access to their
35 own property.

36
37 Mr. Goldberg stated, right.

38
39 Vice Chairman Taylor questioned, were you party to the litigation in which the up
40 to \$50,000...

41
42 Mr. Goldberg interjected replying, absolutely not.

DRAFT

1 Vice Chairman Taylor asked, do you have a cost estimate on.....

2
3 Mr. Goldberg answered, I do. The actual installation of the jack and bore across
4 Lake Mary and all the infrastructure on the property would run approximately
5 \$120,000, but that doesn't include the additional things once you bring in the
6 sewer system because we have to set up a homeowners' association, which will
7 cost 5-\$10,000 with attorney's fees, and then we are also going to have the
8 additional maintenance to the five homeowners of that lift station and onsite
9 sewer lines. So, typically, a municipality maintains lift stations, but, in this case,
10 because it's not within Sanford's municipality, it is going to fall upon these five
11 residents to maintain that lift station. So, it creates a pretty good future liability
12 zone. At some point in time, things break and who's responsibility is it going to
13 be to fix a \$60,000 lift station?

14
15 Chairman Hawkins questioned Mr. Schindler, you indicated that the lift station
16 and the line under Lake Mary Boulevard was capable of handling more homes
17 along that side of Lake Mary Boulevard? Did I get that right?

18
19 Mr. Schindler responded, yes. A four-inch force main will handle a number of
20 properties. Certainly more than the five that are proposed at this point.

21
22 Chairman Hawkins asked, but what about the lift station? The lift station is
23 designed just for five properties?

24
25 Mr. Schindler replied, I can't address that. I can simply address the four-inch
26 force main.

27
28 Chairman Hawkins questioned, but if somebody else wanted to tie into the force
29 main and have another lift station somewhere east or west, they could?

30
31 Mr. Schindler answered, yes, they could. They would simply have to put in a
32 manifold. It would be like a backflow preventer.

33
34 Chairman Hawkins asked, so, it wouldn't go into one as you were pumping it?

35
36 Mr. Schindler responded, right. It wouldn't go back up downstream. It would go
37 upstream.

38
39 Chairman Hawkins said, okay. I understand now.

40
41 Mr. Schindler stated, we sent out roughly 120 notices to all property owners
42 around the lake. And, regarding the issue of a turnaround for emergency
43 vehicles, I specifically asked the life safety about that and they said they did not

1 feel it was necessary; that right now we provide access. The garbage trucks are
2 able to get in and get out. We provide fire service, emergency vehicles, and they
3 did not see the need for a hammerhead or a cul-de-sac or anything like that. So,
4 it was something that we did ask them to look at and they said that it was not
5 necessary.

6
7 Chairman Hawkins questioned Mr. Goldberg if he had anything else.

8
9 Mr. Goldberg replied, I just want to finish my discussion about the meetings.
10 That was the first meeting we had with the internal residents. We had a second
11 meeting where we also sent out 120 notices to all the property owners around
12 the lake. That was about three weeks ago. We had five families come to the
13 meeting. One of the families was from the internal -- off of Stillwood Lane. So,
14 there were four new families that came to the meeting for the entire lake group.
15 Their main concern was having one lake lot and one access point. Other than
16 that, they were fairly happy. Everybody was fairly happy with the reduced
17 amount of lots.

18
19 Chairman Hawkins asked Mr. Goldberg, the size of that one lot is an acre; isn't
20 it?

21
22 Mr. Goldberg answered, it's an acre and-a-half.

23
24 Chairman Hawkins thanked Mr. Goldberg for meeting with all those people and
25 told him it was the right thing to do.

26
27 Mr. Goldberg said it was his pleasure.

28
29 Chairman Hawkins opened the hearing to public comment on Items C. and D.

30
31 Delores Lash, 213 Country Club Road, Lake Mary, Florida 32746, came forward.
32 She said that she was not against either of these items, but expressed her main
33 concerns of drainage and protecting Big Lake Mary from becoming a holding
34 pond and/or a muck hole.

35
36 Otto Thomas, 3880 Stillwood Lane, Lake Mary, Florida 32746, came forward. He
37 stated, I would like for you to explain why we have a 20' easement from Lake
38 Mary Boulevard all the way down, which the garbage trucks use and all the other
39 trucks, and they can't back in or back out whenever you -- you say it is no
40 concern about that, but they can't back in off of Lake Mary Boulevard and they
41 sure can't back out. He asked, right now they are turning around on his property,
42 and whenever you take that away with that fence, where are they going to turn
43 around?

DRAFT

1 Chairman Hawkins questioned, where do they currently turn around?
2

3 Mr. Thomas responded, on this property right here (indicating to overhead
4 projector) and they back down to our house.
5

6 Chairman Hawkins asked, oh, they back into that property? So, they come in,
7 turn around there, and then they back down here (indicating to overhead
8 projector)?
9

10 Mr. Thomas replied, right. Turn around there and back all the way down to there
11 (indicating to overhead projector). And when you put a fence down there, you
12 only have 20'...
13

14 Chairman Hawkins interposed saying, yes. There's going to be a fence here so
15 they won't be able to do that.
16

17 Mr. Thomas said, right. Well, it would be on his property anyway and you
18 couldn't do it. So, where are they going to – they can't turn around in 20'. I just
19 want to still get my garbage picked up.
20

21 Chairman Hawkins stated to Mr. Schindler that is a good question.
22

23 Mr. Schindler said, this would be addressed during the Final Subdivision Plan.
24 All we are saying now is that he may or may not have a fence along the east side
25 of Lot 1. That doesn't mean it is going to be on the east side of Lot 1, but along
26 the east area. No one is planning to cut off access.
27

28 Chairman Hawkins stated, well, I understand that, but what he is saying is trucks
29 come in here (indicating to overhead projector) and they pull into this empty lot,
30 which is going to be Lot No. 1, and that person is not – regardless of whether
31 there is a fence there, that person is not going to want that to happen continually.
32 And, then, they back their trucks down here (indicating to overhead projector)
33 and pick up his garbage and then they drive straight back out.
34

35 Mr. Schindler said, there are also homes down here (indicating to overhead
36 projector). So, this does continue farther south that they have to get down to get
37 this garbage as well. So, it doesn't necessarily mean that they have to pull in
38 here (indicating to overhead projector). It is not an ideal situation, but it is what
39 we have and there is room. They may have to make a three-point turn, but
40 where this connects here (indicating to overhead projector) is a – you can't see
41 because of all the canopy, but there is an area that, over use, over time, has
42 been cleared of trees. So, they may have to make a three-point turn, but I think
43 that there is an area where it could happen.

1 Chairman Hawkins questioned, this is currently all dirt and so is this all dirt road;
2 right (indicating to overhead projector)?
3

4 Mr. Schindler answered, oh, yes. Yes. And, as I said, it's a policy decision of the
5 City Commission as to whether or not they are going to require improvements.
6

7 Marion Anderson, 3840 Stillwood Lane, Lake Mary, Florida, came forward. He
8 stated that currently the garbage trucks do either turn around right by where the
9 mailboxes are or they turn into the median, block all traffic and back all the way in
10 to the mailboxes. He said, there are four houses past the mailboxes. There is
11 one house south of mine. We all have to take our garbage down to the
12 mailboxes to get it picked up. Nobody backs down to my house to do it. He
13 stated, as far as deliveries go from UPS or whatever, they turn around in my front
14 yard. It is not optimal, but that is the only way we can get deliveries. He said
15 that he had no objection to these items at all as long as it doesn't put any more
16 traffic on Stillwood Lane. He stated that Stillwood Lane can just barely handle
17 the, what, six houses that are down there. He said, there is not as large an area
18 to turn around as Gary implies. The mail truck has no trouble turning around
19 there, but the garbage trucks don't make three-point turns there. They pull well
20 off, and I don't know how old this aerial is, but if it were as clear as Gary implies,
21 there wouldn't be any canopy, and there is a canopy because there are trees
22 there. He stated that currently, unless Mr. Goldberg changes anything, he
23 doesn't have any objection; that he wanted to just clarify the garbage truck
24 pickup subject.
25

26 Mr. Schindler stated, let me just say that this is one of the reasons that we are
27 very insistent that there be no driveways from the south of these lots, so that we
28 do not put any more traffic on Stillwood Lane.
29

30 Daniel Joseph Coughlin, III, 1305 W. Lake Mary Boulevard, Lake Mary, Florida,
31 came forward. He said that he is approaching 18 years of residence on the
32 westbound property with the longest common boulevard with the proposed
33 development. He stated that he has been to these chambers six times to discuss
34 this matter. He said that it is a complicated issue that affects Mr. Thompson's
35 well being, as well as affects the rest of the property owners with common
36 boundaries to this. He stated his concerns of putting individual septic systems in
37 this area, ecological concern of a resident family of Sand Hill Cranes' that
38 nest/feed in those woods and have been doing so for almost ten years, the
39 amount of sewage and runoff that is going to be created by paving these areas,
40 by putting in driveways, by putting in houses with 4,000 square-foot roofs and the
41 fence along the west border. He said that he was unaware of developing a
42 homeowners' association. He requested to see a proposal in writing in regards

1 to this and it be further considered by those most impacted by it and discussed
2 more thoroughly by this Board.

3
4 Mr. Schindler informed Mr. Coughlin that there is no fence on the west border,
5 only a wall along Lake Mary Boulevard and then there is a proposed 6'-high
6 polyvinyl fence along the east side.

7
8 Chairman Hawkins asked Mr. Schindler, if the property owner on Lot 5 wanted to
9 put up a fence of his choosing, he could the same as Dan could put up a fence of
10 his choosing?

11
12 Mr. Schindler responded, sure. Right.

13
14 Chairman Hawkins questioned Mr. Schindler, do you know anything about the
15 Sand Hill Cranes, or is that something that is addressed at the Final Subdivision
16 stage?

17
18 Mr. Schindler replied, we have an environmental report and it did not identify any
19 Sand Hill Cranes. It looked at gopher tortoises, eagles and other
20 endangered/threatened species and did not – and it was found in the
21 previous/same report for the previous PUD that it did not identify any critically
22 endangered animals on the property.

23
24 Chairman Hawkins said, he is correct. There is a family of Sand Hill Cranes.
25 They live on that end of the lake, so I agree with Dan that I think that ought to be
26 looked into prior to final subdivision.

27
28 Mr. Schindler concurred.

29
30 Member Miller asked Mr. Schindler, do you have any comments about sewer vs.
31 septic in that area?

32
33 Mr. Schindler answered, that is a policy decision. As it is proposed now, there is
34 no plan for the City to extend its sewer service south of Lake Mary Boulevard
35 east of the railroad tracks except this one area of connection with the City of
36 Sanford. As I said, it is part of the adopted PUD and that is a policy decision that
37 the City Commission will have to make. Staff supports the connection to the
38 sewer system, but Mr. Goldberg has the right to ask the Commission for the
39 option of either septic or sewer and the City Commission can judge.

40
41 **TAPE 2, SIDE A**

42
43 Member Miller questioned, in your opinion, is septic appropriate for that area?

1 Mr. Schindler responded, the health department would have to make that
2 decision on a case-by-case basis.

3
4 Member Miller asked, so, that decision has not been made?

5
6 Mr. Schindler replied, that decision has not been made. They can say no. They
7 can say, yes, we will grant a permit on individual lots but you must go to
8 extraordinary measures. It is not that simple. In addition to the policy decision
9 by the City Commission, then there is the health department that will have to
10 address what, if anything, will be done.

11
12 Chairman Hawkins stated, living on the other side of the lake from Mr. Coughlin, I
13 just know that all the lots on Cardinal Oaks Cove, everybody had to have their
14 septic tanks put in their front yard, the farthest away from the lake. Although that
15 may help, the whole area – if you dig down – the closer you get to the lake, the
16 less amount you have to dig, but, essentially, that whole topography has clay as
17 a bottom and so everything that sinks through the soil whether it hits the roof of
18 the house or not, as long as it is collected prior to going into the lake, it is still
19 going to go down to that layer of clay and flow into the lake. So, I don't see that
20 there is anymore or any less runoff, whether there is a home or a driveway there
21 or not as long as the retention is designed for 100-year flood.

22
23 Mr. Schindler said, that's right. And it will be because there is no positive outfall
24 other than into the lake. So, it will have to be designed for 100-year flood.

25
26 Stephen Noto, Planner, added, according to §154.12, Lakefront Property, all
27 septic has to be in the front yard.

28
29 Chairman Hawkins stated, that would only address Lot 5.

30
31 Mr. Schindler said, right. But, we specially have language that says it **may** be
32 between the house and Lake Mary Boulevard.

33
34 Ms. Lash came back to the podium and further addressed her concern of the
35 decreasing depth of Big Lake Mary. She stated that when they took their boat
36 out, with a depth finder on it, last winter, Big Lake Mary was only eight feet
37 compared to 15-20' when they first moved there. She reiterated the need to
38 watch the drainage going down to Big Lake Mary.

39
40 Chairman Hawkins said, yes. I agree. And, I think it is more about runoff from
41 older septic tanks and from fertilizing yards.

42
43 Ms. Lash added, plus they keep paving the roads.

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

3
4 Member Cartmill questioned what is staff's view on the third condition attached to
5 the PUD Amendment since there might be a point of contention on that.

6
7 Mr. Schindler answered, staff's view is whatever the City Commission wants.

8
9 Chairman Hawkins asked, but your position is to leave it with the cold mix?

10
11 Mr. Schindler responded, at this point, we have to because it is a policy decision,
12 and until the Commission tells us differently, we are bound to uphold what the
13 Commission has approved. Now, would we fight it if they said change it staff?
14 No.

15
16 Chairman Hawkins commented that he is in favor of paving Stillwood Lane,
17 having a sewer system tie in to the City of Sanford as opposed to septic tanks,
18 and more in favor of having a brick wall as opposed to a stucco wall along Lake
19 Mary Boulevard. He also recommended that two conditions be added to the
20 Preliminary Subdivision Plan to include the family of Sand Hill Cranes' issue
21 needs to be addressed at Final Subdivision Plan stage and if gates are going to
22 be used, the driveways off Lake Mary Boulevard need to be addressed as far as
23 people backing out onto Lake Mary Boulevard.

24
25 **MOTION:**

26
27 **Member Cartmill moved to recommend approval to the City Commission**
28 **the request by ZDA, LLC/Allan Goldberg regarding a revision to the adopted**
29 **Final PUD for Waterside, 1255 and 1275 W. Lake Mary Boulevard, Lake Mary,**
30 **Florida, consistent with staff's Findings of Fact listed in the Staff Report and**
31 **subject to the following four conditions. Member Miller seconded the motion,**
32 **which carried unanimously 4-0.**

33
34 **CONDITIONS:**

- 35
36 **1. The PUD be approved with the connection to the City of Sanford**
37 **wastewater system in accordance with the original approval and revise**
38 **the developer's agreement to read that the developer and subsequent**
39 **homeowner's association shall own and maintain the force main**
40 **downstream from the point of connection to the City of Sanford**
41 **wastewater system. The requested City contribution of \$80,000 is a**
42 **policy decision to be decided by the City Commission.**

- 1 2. Prior to the issuance of a site construction permit for the development,
2 the developer shall provide a copy of a Seminole County Right-Of-Way
3 Utilization Permit for the proposed driveways.
- 4 3. The plans and developer's agreement shall be revised indicating that the
5 developer shall install 1" of road base and cold mix paving on Stillwood
6 Lane and the access easement on the subject property.
- 7 4. The developer's agreement shall be amended to include the following
8 language, "To the greatest extent possible, the developer will make the
9 southern elevation of the homes to be built in a manner that will be least
10 offensive to the existing homeowner to the south of the property".
11

12 Chairman Hawkins pointed out to Mr. Schindler that the Staff Report for the
13 Preliminary Subdivision Plan should reflect it is a recommendation.
14

15 **MOTION:**

16
17 Member Cartmill moved to recommend approval to the City Commission
18 the request by ZDA, LLC/Allan Goldberg regarding a Preliminary Subdivision
19 Plan for Waterside, 1255 and 1275 W. Lake Mary Boulevard, Lake Mary,
20 Florida, consistent with staff's Findings of Fact listed in the Staff Report and
21 subject to the following eight conditions. Member Miller seconded the
22 motion, which carried unanimously 4-0.
23

24 **CONDITIONS:**

- 25
26 1. The Final Subdivision Plan shall include the following:
 - 27 a. A statement that wastewater service shall be provided by the City of
28 Sanford and that the Waterside Homeowners Association will own
29 and maintain the lift station and force main to the north side of the
30 Lake Mary Boulevard right-of-way.
 - 31 b. The location of the proposed force main and lift station.
 - 32 c. Show the location of the existing 2" water line, the location of the
33 proposed relocation of this line.
 - 34 d. A 6' high wall along Lake Mary Boulevard, which complies with the
35 adopted developer's agreement, and a 6' high polyvinyl fence along
36 the east side of Lot #1 along Stillwood Lane.
 - 37 e. The proposed location of the 16 required replacement trees.
 - 38 f. A note indicating that the developer has the option of either planting
39 the required replacement trees or making a contribution to the City
40 for the value of such trees.
 - 41 g. Submit a copy of the covenants and deed restrictions. Such
42 covenants and deed restrictions shall be acceptable to the City.

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- h. Show the improvements to Stillwood Lane and the access easement along the south edge of the subject property, including 1" of base material and cold mix asphalt surface.**
- 2. Prior to the issuance of a site construction permit, the developer shall submit copies of the Seminole County Right-of-way Utilization permits for each of the 3 driveway cuts on Lake Mary Boulevard. The permits may be issued in the name of the licensed contractor authorized to do the work.**
- 3. Prior to the issuance of a Certificate of Occupancy (CO) for the first residence, the Applicant shall:**
 - a. Make improvements to Stillwood Lane including 1" of base material and a cold mix asphalt surface.**
 - b. Plant the replacement trees or make the contribution to the City for the cost of the replacement trees.**
- 4. Prior to the issuance of the CO for the first residence, the City shall disconnect the 2" water line and reinstall the line at its expense to provide a loop system.**
- 5. Each lot owner shall provide internal driveway features to prohibit backing into Lake Mary Boulevard to exit the property.**
- 6. The Final Plat shall show the following:**
 - a. The easement for the wastewater system, which shall be dedicated to the homeowners association.**
 - b. The easement for the 2" water line, which shall be dedicated to the City of Lake Mary.**
- 7. Planning and Zoning Board recommends the family of Sand Hill Cranes' issue needs to be addressed at Final Subdivision Plan stage.**
- 8. Planning and Zoning Board recommends that if gates are going to be used, the driveways off Lake Mary Boulevard need to be addressed as far as people backing out onto Lake Mary Boulevard.**

Mr. Omana announced that these two items will be moving forward to the City Commission's January 2013 cycle.

QUASI-JUDICIAL SIGN-IN SHEET

12/11, 2012
P+2 MEETING
(please print)

Name Marion Anderson Phone No. 407-322-8029

Address 3840 Stillwood Lane

Item of Interest Subdivin Plan for Waterside

Name Cindy Anderson Phone No. 321-689-1291

Address 3840 Stillwood Lane

Item of Interest Subdivisin Plan for Waterside

Name DELORES LASH Phone No. _____

Address P.O. Box 950128 LAKE MARY

Item of Interest _____

Name JOHN LAKE Phone No. 407 322 1752

Address 3850 STILLWOOD LN

Item of Interest WATERSIDE development

Name GREG CHRISTOPHER Phone No. 407-314-7700

Address 264 N. MYRA DR. LAKE MARY FL 32746

Item of Interest VARIANCE

Name _____ Phone No. _____

Address _____

Item of Interest _____



CITY MANAGER'S REPORT

DATE: January 17, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Purchase of Computer Voice Stress Analysis Equipment from Law Enforcement Trust Funds. **(ATTACHMENT #1)**

ITEMS FOR COMMISSION INFORMATION:

1. Monthly Department Reports. **(ATTACHMENT #2)**



CITY MANAGER'S REPORT

DATE: January 17, 2013
TO: City Commission
FROM: Steve Bracknell, Chief of Police
SUBJECT: Purchase of Computer Voice Stress Analysis (CVSA) equipment from Law Enforcement Trust Fund. (ATTACHMENT #1)

The purpose of this memorandum is to request that the City Commission approve the purchase of new Computer Voice Stress Analysis (CVSA) equipment from the Law Enforcement Trust Fund.

This equipment is an important tool used during criminal investigations and even more commonly when conducting background investigations for new hires. We currently have CVSA equipment that has been in service for seven years (purchased in 2005). It has become outdated and needs to be replaced. Our vendor, NITV Federal Services (sole source), will no longer continue to certify our investigators on the old equipment because there have been numerous updates over the years causing our equipment to become obsolete. We currently have one employee that is certified to use the equipment through May of 2013 and will be sending that same person to be recertified (\$295.00). We will also be sending one employee to be certified as a first-time user (\$495.00). The certification must be renewed every 2 years. Funds for the certification costs will come from the Police Department's training account.

The total expenditure, with trade-in of our current equipment, would be \$3,795.00. Included in the purchase is a Dell Laptop with all necessary hardware and software and a Dell four-year Business Standard Plan that provides software updates and support.

Cost of CVSA II- \$3,495.00; four-year Business Standard Plan \$300.00 (for the entire four years)

Budget Impact: This expenditure request of \$3,795.00 will be offset by forfeitures received by the Law Enforcement Trust Fund to date.

RECOMMENDATION:

Request Commission approve the purchase of Computer Voice Stress Analysis (CVSA) equipment from NITV Federal Services (sole source), in an amount not to exceed \$3,795.00. Also, request Commission surplus existing equipment and authorize disposal via trade-in to NITV.



FEDERAL SERVICES

.....
11400 Fortune Circle
West Palm Beach, FL 33414

Tel.: 561-798-6280

FAX: 561-798-1594

Website: nitv1.com

To Whom It May Concern:

The patented Computer Voice Stress Analyzer[®] II detects, measures, and graphically displays specific stress-related components of the human voice which are associated with the psychological stress of the speaker. The CVSA[®] II specifications will meet or exceed those listed below:

Software Features:

CVSA[®] II software, with the patented FACT[®] Scoring System, uses advanced mathematical algorithms and a built-in “learning” feature to recognize, evaluate, categorize and quantify the output graphs from the CVSA[®] II. The FACT[™] Scoring System also evaluates CVSA[®] II charts as “Deception Indicated” or “No Deception Indicated.” The latest version of the CVSA[®] II also includes an automatic voice modulation system and an automated report writing feature. The CVSA[®] II software comes with an NITV Federal Services -supported unlimited lifetime warranty.

Instrument Features:

1. Dell Latitude E6430, 2.30 GHz, 3MBCache
2. 2.0 GB DDR3-1600 MHz SDRAM, 1 DIMM
3. 320GB Hard Drive 5400RPM
4. Intel HD Graphics
5. Internal Keyboard
6. Dell Wireless 1504 (802.11 g/n) Single Band Wi-Fi ½ MiniCard
7. 14 inch HD (1366x768) Anti Glare LED Backlit Display
8. Cyberlink Power DVD 9.5, with Media, Dell OptiPlex Latitude Precision Workstation
9. 90 W 3 –Pin AC Adaptor - 6 Cell (60WH) Primary Lithium Ion Battery – Express Charge Capability
10. 8X DVD+/-RW
11. Microsoft Office 2010 English, OptiPlex Precision
12. Noise Cancelling Digital Array Microphone
13. USB Microphone Special for Latitude E6420
14. Windows 7 Professional
15. Adobe Acrobat X
16. Resource DVD with Drivers



FEDERAL SERVICES

Dear Customer,

Please be advised that the National Institute for Truth Verification[®] (NITV[®]) is the **sole source** for the Computer Voice Stress Analyzer[®] II (CVSA[®] II) and its training programs.

The NITV[®] is the owner and exclusive manufacturer of the CVSA[®]/CVSA[®]II and has no distributors. NITV holds two US Patents related to the CVSA[®]II: US Patent Number 7,321,855 "*Method for Quantifying Psychological Stress Levels Using Voice Pattern Samples,*" and US Patent Number 7,571,101 "*Quantifying Psychological Stress Levels Using Voice Patterns.*" NITV is the only US Voice Stress Analysis (VSA) manufacturer to be awarded patents for its VSA technologies. The FACT[™] Scoring System is only offered by the NITV, and can precisely classify and quantify stress in the human voice and evaluate CVSA examination charts with an accuracy level greater than 98% (false positive rates are less than 0.3%). Additionally, there are approximately 1,800 law enforcement agencies in the United States using the CVSA[®], as well as elements of the US Military and US Federal Agencies.

For more information please visit our company website at www.nitv1.com.

Sincerely,

James A. Kane
Executive Director



NITV FEDERAL SERVICES,
 11400 Fortune Circle,
 West Palm Beach, FL 33414
 Phone # 561-798-6280

Estimate

Date	Estimate No.
10/23/2012	1099

Lake Mary Police Department
 Attn: Accounts Payable
 165 E. Crystal Lake Ave.
 Lake Mary, FL 32746

Description	Qty	Rate	Total
CVSA Trade-In Special to Current Model CVSA II	1	3,495.00	3,495.00
Dell 4 Year Business Standard Plan (onsite)	1	300.00	300.00
Price Includes Trade In of Toshiba Model CVSA System Purchase in 2005 - Serial Number: 35354389K			
CEC - Special with Trade-in of CVSA - Student TBD to attend training at a class listed below.	1	495.00	495.00
Recert Training - Student TBD to attend 3 days of training at a class listed below.	1	295.00	295.00
Suggested Training Locations			
Volusia County S.O., Daytona Beach, FL - January 28 - February 1, 2013			
Orange Co. S.O., Orlando, FL - May 13 - 17, 2012			

This is only an Estimate. Please contact NFS if you want us to create an invoice. Thank you.

Total	\$4,585.00
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City of Lake Mary
Fire Department
911 Wallace Court-Lake Mary, Florida 32746



Monthly Report December 2012

Administration and Emergency Operations

Fire Department Personnel planned, organized and conducted the Annual City Santa Parade.

We responded to 328 emergency alarms, had 161 transports, and logged over 510 hours of training.

In addition, Emergency Operations personnel had 40 public contacts for sharps boxes, blood pressures, public relations, etc.

We are preparing to organize a new team for Career Development.

Fire Prevention

Conducted 251 inspections and 25 plan reviews.

Personnel assisted with set up/take down of Benefits Fair.

Personnel participated in James Rowan Management Webinars.

Personnel assisted with Santa Parade.

Public Education Events –

3300 Exchange Place – Fire Drill – 300 people

300 Primera Blvd – Fire Drill – 100 people

605 Crescent Exec Ct – Fire Drill – 300 people

9 commercial buildings – 911 checks

Jr. Firefighter for a Day – 3 attendees



MEMORANDUM

DATE: January 17, 2012
TO: Mayor & City Commission
FROM: Bryan Nipe, Parks and Recreation Director
THRU: Jackie Sova, City Manager
SUBJECT: December 2012 Parks and Recreation Report Summary

Youth Recreation

- Lake Mary Little League Opening day is scheduled for 2/23/13.
- Soccer Shots will begin in January 12th.
- Little Linksters golf academy will begin again in January 6th

Adult Recreation

- Adult Softball begins January 7th.

Events Center

- Sound monitoring device (SoundEar will be installed in January).
- Over \$40,000 in revenue for December 2012.
- Hosted 15 weddings in December 2012.
- 2nd Events Center intern will begin spring semester.

Tennis Center:

- RFP for new tennis contractor is on the street and due back 1/23/13.
- 2 successful events were run by Steve Huber and the Tennis Staff in December.

Senior Center:

- Class donations of \$584.13 - up from \$448.85 in December 2011. A 23% increase.
- Shred-a-thon donations/sponsorships for the month of December: \$1500.00.

Upcoming Events:

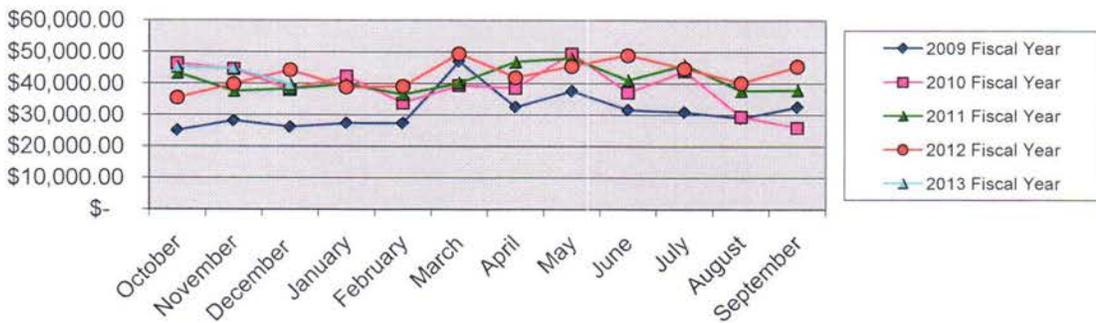
- Shred-a-thon – January 26, 2013, 9 am – 1 pm. New Location! 660 Century Point (just passed the senior center)
- **WineArt Wednesdays** – Begins February 6, 2013

- Lake Mary Celebrates – March 2, 2013 10 am – 3 pm
- Trailblazer 5K – April 20, 2013 7:30 am (Course may be modified slightly from last year's event)

Maintenance

- Sports Complex Field # 2, 50'/70' renovation project in partnership with Little League complete. From Little League's website: *LMLL will be introducing a new baseball division in the Spring 2013 season - the Intermediate division. This division is available to league age 11-13 players who possess advanced skills sufficient to to qualify them to play in a division with extended base paths and more traditional baseball rules. The division is intended to help bridge the gap from the 46/60 fields to the 60/90 fields. The dimensions of the field for the Intermediate division will be 70 foot base paths and a 50 foot pitcher's mound.*
- Holiday in the Park was a big success again this year receiving many compliments from visitors to the park.
- Trailhead Park lighting project completed.
- Winter maintenance: painting Basketball courts, Handicap parking, pressure wash Splash Park and sidewalks at the sports complex. Mowing rye grass three times a week.

Events Center - Fiscal Year Revenue Comparisons (Includes revenue from caterers)



Month	2009 Fiscal Year	2010 Fiscal Year	2011 Fiscal Year	2012 Fiscal Year	2013 Fiscal Year
October	\$ 25,157.76	\$ 46,451.06	\$ 43,456.26	\$ 35,526.88	\$ 45,311.39
November	\$ 28,217.93	\$ 44,657.39	\$ 37,669.30	\$ 39,903.24	\$ 44,788.63
December	\$ 26,158.79	\$ 38,156.75	\$ 38,456.54	\$ 44,311.12	\$ 39,762.45
January	\$ 27,396.45	\$ 42,425.89	\$ 39,999.93	\$ 38,933.39	
February	\$ 27,470.28	\$ 33,901.36	\$ 36,578.62	\$ 39,164.12	
March	\$ 47,076.02	\$ 39,477.67	\$ 40,265.19	\$ 49,521.02	
April	\$ 32,589.11	\$ 38,658.45	\$ 46,969.12	\$ 41,988.10	
May	\$ 37,685.74	\$ 49,553.99	\$ 48,095.92	\$ 45,573.95	
June	\$ 31,669.67	\$ 37,216.10	\$ 41,153.90	\$ 49,036.66	
July	\$ 30,980.56	\$ 44,067.05	\$ 46,013.16	\$ 44,842.61	
August	\$ 28,976.30	\$ 29,501.98	\$ 37,795.61	\$ 40,246.08	
September	\$ 32,566.97	\$ 25,967.89	\$ 37,958.40	\$ 45,449.83	
Total Revenue	\$ 375,945.58	\$ 470,035.58	\$ 494,411.95	\$ 514,497.00	\$ 129,862.47
Operating Costs	\$ 349,517.00	\$ 344,393.00	\$ 321,200.54	\$ 342,188.62	\$ (84,940.67)
Maintenance Staff Costs*	\$ 32,430.60	\$ 32,430.60	\$ 32,430.60	\$ 32,430.60	\$ (8,207.65)
Revenue after Costs**	\$ (6,002.02)	\$ 93,211.98	\$ 140,780.81	\$ 139,200.98	\$ 36,714.15

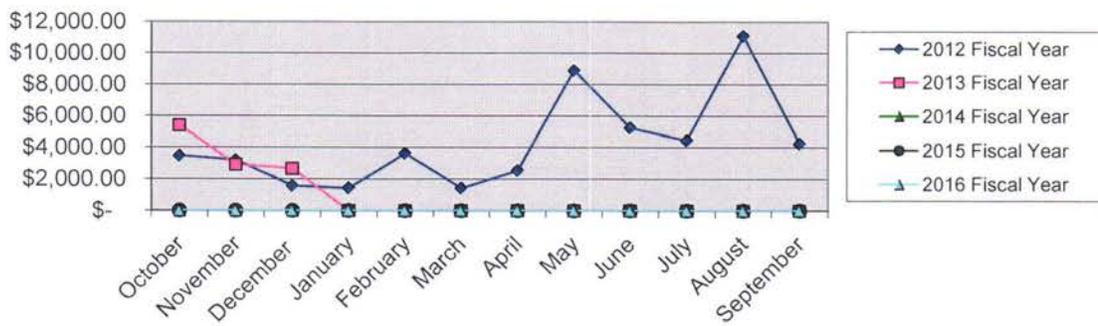
waiting on 1 catering pymt
waiting on 6 catering pymts

(\$10,121.23 over last year,
as of 1/7/13
\$2,702.55 per month unless:

* Estimated maintenance costs for Events Center grounds.

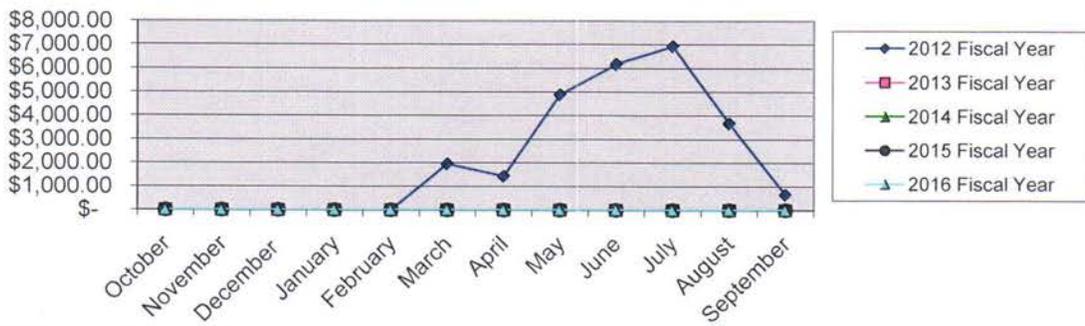
** Costs not including payment of bond.

Tennis Center - Fiscal Year Revenue Comparisons



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 3,465.42	\$ 5,385.04	\$ -	\$ -	\$ -
November	\$ 3,187.34	\$ 2,909.37	\$ -	\$ -	\$ -
December	\$ 1,566.13	\$ 2,669.63	\$ -	\$ -	\$ -
January	\$ 1,432.73	\$ -	\$ -	\$ -	\$ -
February	\$ 3,617.64	\$ -	\$ -	\$ -	\$ -
March	\$ 1,425.55	\$ -	\$ -	\$ -	\$ -
April	\$ 2,541.04	\$ -	\$ -	\$ -	\$ -
May	\$ 8,895.92	\$ -	\$ -	\$ -	\$ -
June	\$ 5,250.55	\$ -	\$ -	\$ -	\$ -
July	\$ 4,450.84	\$ -	\$ -	\$ -	\$ -
August	\$ 11,104.59	\$ -	\$ -	\$ -	\$ -
September	\$ 4,238.12	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 51,175.87	\$ 10,964.04	\$ -	\$ -	\$ -
Operating Costs	\$ (79,584.88)	\$ (16,720.36)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (28,409.01)	\$ (5,756.32)	\$ -	\$ -	\$ -

Splash Park - Fiscal Year Revenue Comparisons



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 1,958.06	\$ -	\$ -	\$ -	\$ -
April	\$ 1,433.00	\$ -	\$ -	\$ -	\$ -
May	\$ 4,890.50	\$ -	\$ -	\$ -	\$ -
June	\$ 6,173.75	\$ -	\$ -	\$ -	\$ -
July	\$ 6,928.00	\$ -	\$ -	\$ -	\$ -
August	\$ 3,678.50	\$ -	\$ -	\$ -	\$ -
September	\$ 654.00	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 25,715.81	\$ -	\$ -	\$ -	\$ -
Operating Costs	\$ (35,447.24)	\$ (4,292.90)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (9,731.43)	\$ (4,292.90)	\$ -	\$ -	\$ -

utilities through 11.30.12

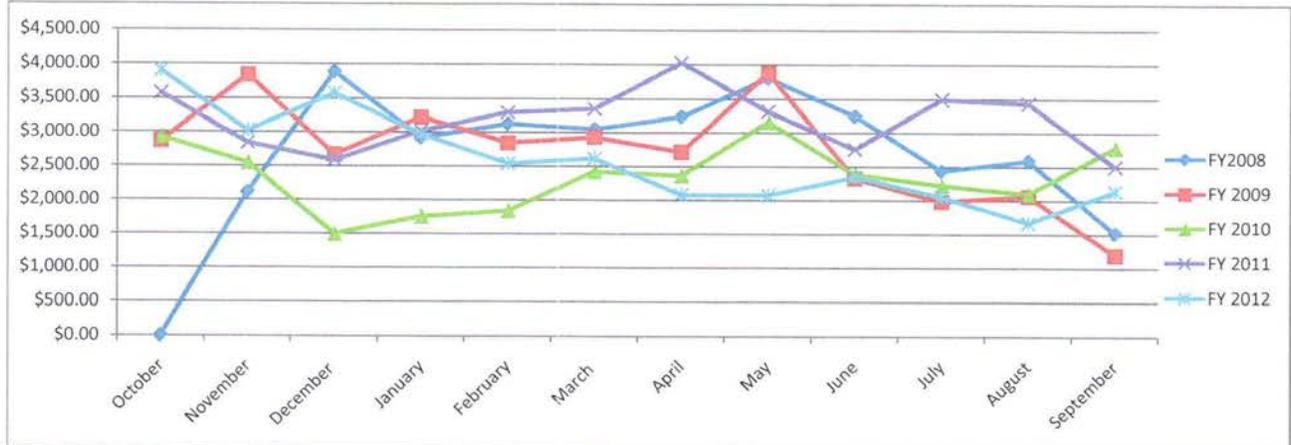
Skate Park - Fiscal Year Revenue Comparisons



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 1,536.00	\$ 555.00	\$ -	\$ -	\$ -
November	\$ 1,540.90	\$ 379.75	\$ -	\$ -	\$ -
December	\$ 923.00	\$ 222.09	\$ -	\$ -	\$ -
January	\$ 1,327.45	\$ -	\$ -	\$ -	\$ -
February	\$ 824.77	\$ -	\$ -	\$ -	\$ -
March	\$ 639.00	\$ -	\$ -	\$ -	\$ -
April	\$ 456.75	\$ -	\$ -	\$ -	\$ -
May	\$ 533.39	\$ -	\$ -	\$ -	\$ -
June	\$ 398.00	\$ -	\$ -	\$ -	\$ -
July	\$ 342.00	\$ -	\$ -	\$ -	\$ -
August	\$ 445.75	\$ -	\$ -	\$ -	\$ -
September	\$ 408.00	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 9,375.01	\$ 1,156.84	\$ -	\$ -	\$ -
Operating Costs	\$ (27,825.71)	\$ (6,314.22)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (18,450.70)	\$ (5,157.38)	\$ -	\$ -	\$ -

utilities through 11.30.12

LAKE MARY FARMERS MARKET REVENUE REPORT



MONTH	2008 Fiscal Year	2009 Fiscal Year	2010 Fiscal Year	2011 Fiscal Year	2012 Fiscal Year	2013 Fiscal Year
October	N/A	2867.60	2931.80	3573.80	3900.15	1910.00
November	2114.90	3839.65	2546.60	2841.90	3022.75	1654.00
December	3888.05	2669.65	1498.00	2589.40	3568.45	1622.00
January	2918.96	3220.70	1755.20	3017.40	2970.51	
February	3123.41	2843.50	1840.42	3295.60	2541.00	
March	3053.85	2931.80	2422.48	3349.10	2618.20	
April	3236.70	2717.80	2366.84	4028.55	2080.80	
May	3802.20	3880.40	3158.64	3317.00	2077.34	
June	3247.45	2326.75	2388.20	2760.60	2350.80	
July	2439.60	1984.45	2226.00	3494.00	2051.80	
August	2589.40	2065.10	2097.20	3434.70	1669.00	
September	1519.45	1193.05	2786.30	2503.80	2135.00	
TOTAL REVENUE	31933.97	32540.45	28017.68	38205.85	30985.80	5186.00
OPERATING COST	11780.00	11780.00	11780.00	11780.00	11780.00	
REVENUE AFTER COST	20153.97	20760.45	16237.65	26425.85	19205.80	

MEMO

TO: Bryan Nipe, Director of Parks & Recreation
 FROM: Dee Gracey, Administrative Secretary
 DATE: January 7, 2013
 RE: ACTIVITIES: December 2012

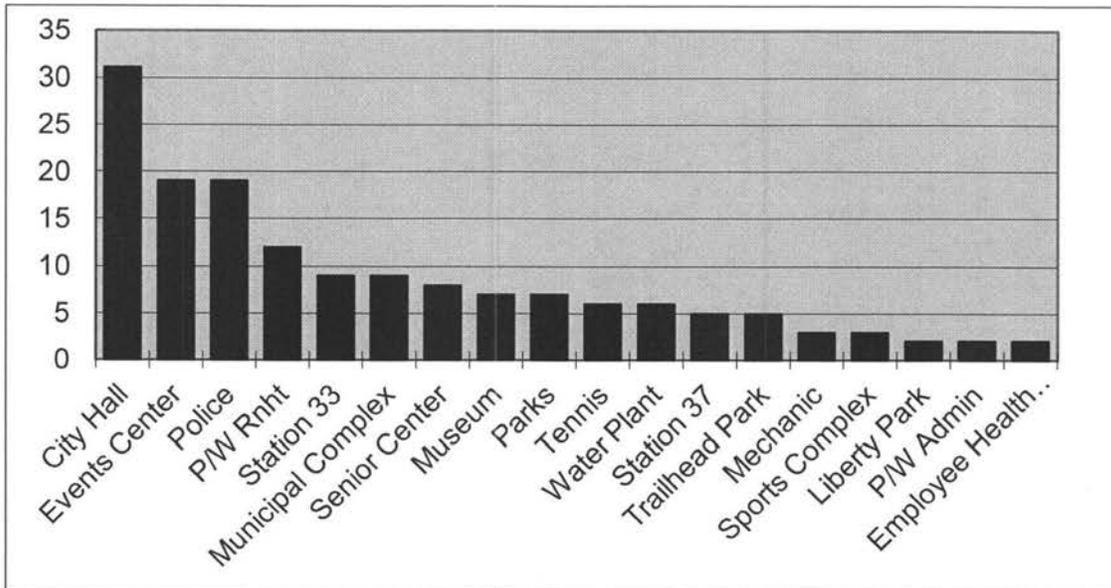
ACTIVITY	CURRENT MONTH	THIS MONTH LAST YEAR	CURRENT YTD	PREVIOUS YTD
EVENTS CENTER				
non-revenue uses	8	6	31	24
rentals	21	25	75	70
rental income	\$36,142.51	\$39,571.65	\$116,195.64	\$107,009.37
FARMERS MARKET				
vendor fee income	\$2,606.00	\$3,568.50	\$6,170.00	\$10,491.45
SENIOR CENTER				
non-revenue uses/hours	3/6.25	3/7.0	8/20.0	8/20.25
rentals	1	0	4	4
rental income	\$185.50	\$0.00	\$419.50	\$401.25
classes	81	112	314	342
individual participants	1282	1367	4651	4271
class donations	\$584.13	\$448.85	\$2,419.93	\$1,489.52
shred-a-thon donations	\$1,500.00	\$0.00	\$1,500.00	\$2,050.00
SPORTS COMPLEX				
ball field games	0	0	161	159
softball league income	\$3,895.00	\$3,250.00	\$3,895.00	\$3,575.00
baseball/softball rentals	2	0	140	75
baseball field income	\$377.63	\$0.00	\$1,075.63	\$555.35
soccer activities	0	0	119	131
soccer field income	\$1,960.65	\$2,490.57	\$2,893.25	\$3,095.63
splash park income	\$0.00	\$0.00	\$0.00	\$0.00
skate park income	\$222.09	\$923.00	\$1,156.84	\$3,999.90
gazebo rental income	\$53.00	\$0.00	\$341.50	\$187.25
tennis memberships	\$1,560.00	\$1,125.00	\$7,975.00	\$6,260.00
tennis daily fees	\$1,094.55	\$441.13	\$2,973.96	\$1,958.89
tennis rentals	\$15.08	\$0.00	\$15.08	\$0.00
recreation program fees	\$14.00	\$0.00	\$176.60	\$0.00
SC concession fee	\$0.00	\$0.00	\$232.52	\$0.00
special event fee	\$0.00	\$0.00	\$227.50	\$0.00
TOTAL INCOME	\$50,210.14	\$51,818.70	\$147,667.95	\$141,073.61



City of Lake Mary
Facilities Maintenance - Monthly Report
Year-to-Date Number of Work Orders by Building

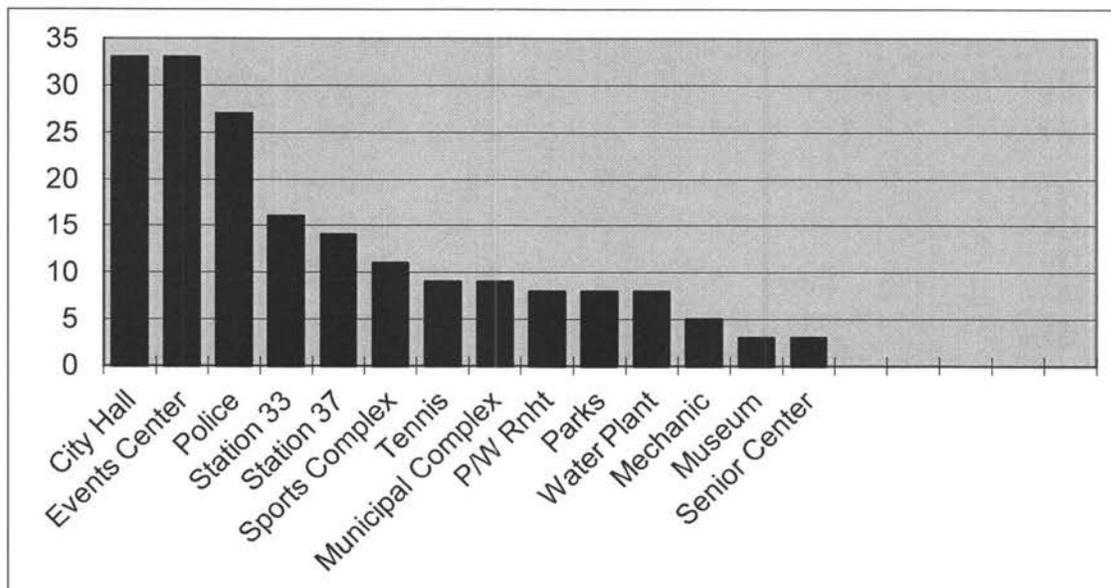
October 1, 2012 Through December 31, 2012

Total: 155



October 1, 2011 Through December 31, 2011

Total: 187



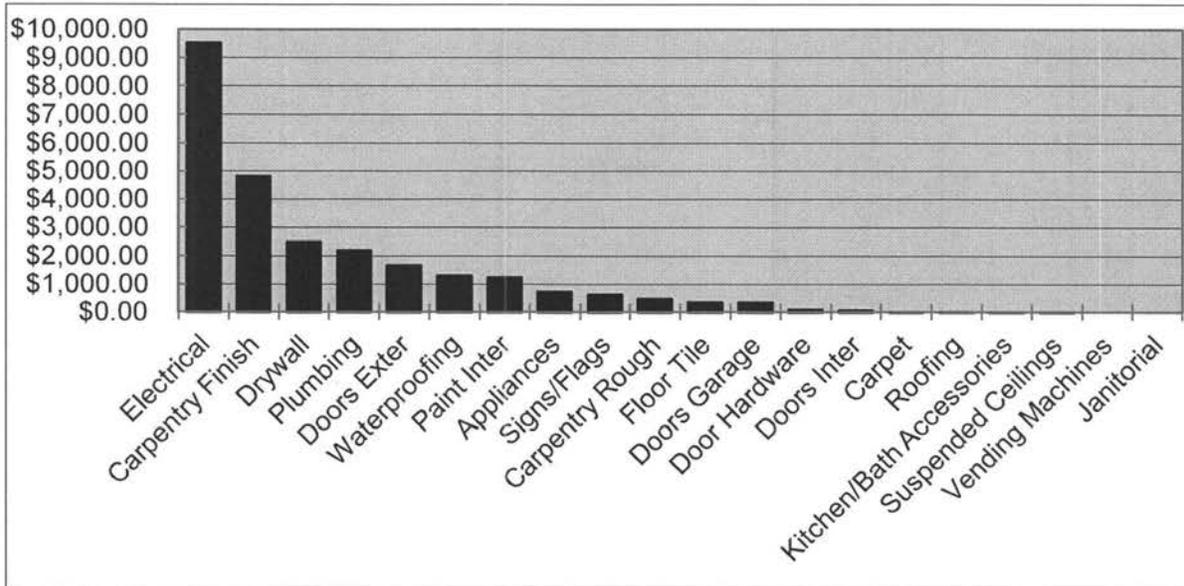


City of Lake Mary
Facilities Maintenance - Monthly Report

Year-to-Date Expenses By Category

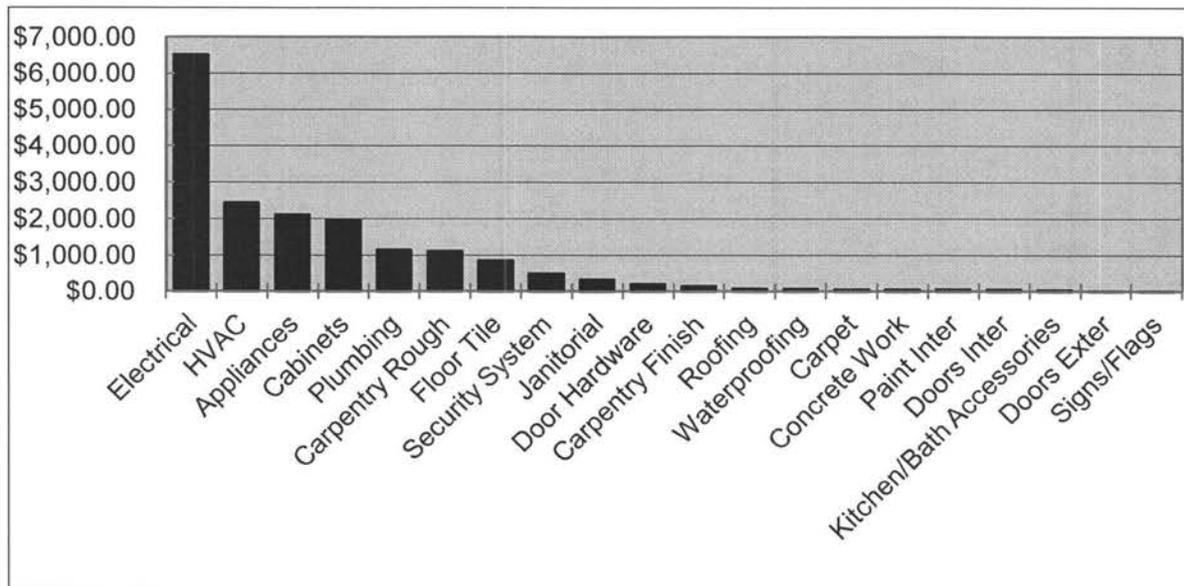
October 1, 2012 Through December 31, 2012

Total: \$55,638.78



October 1, 2011 Through December 31, 2011

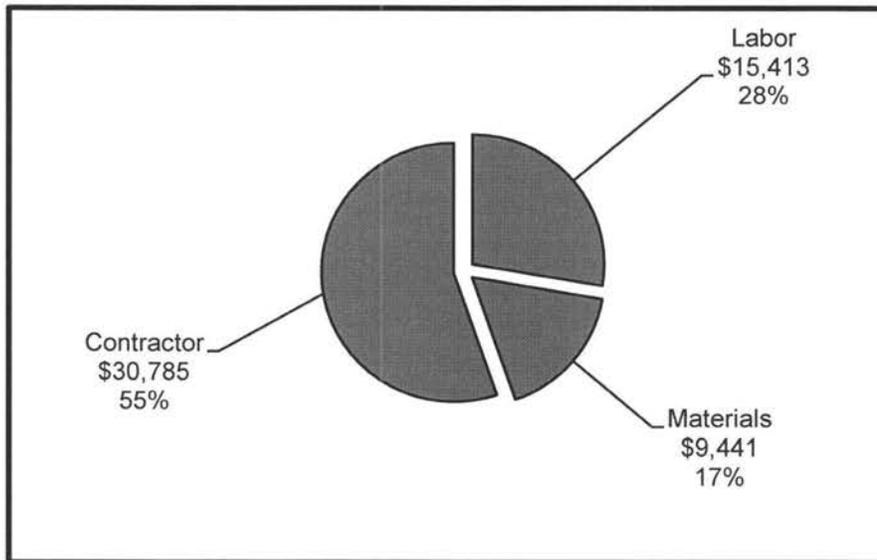
Total: \$ 25,337.26



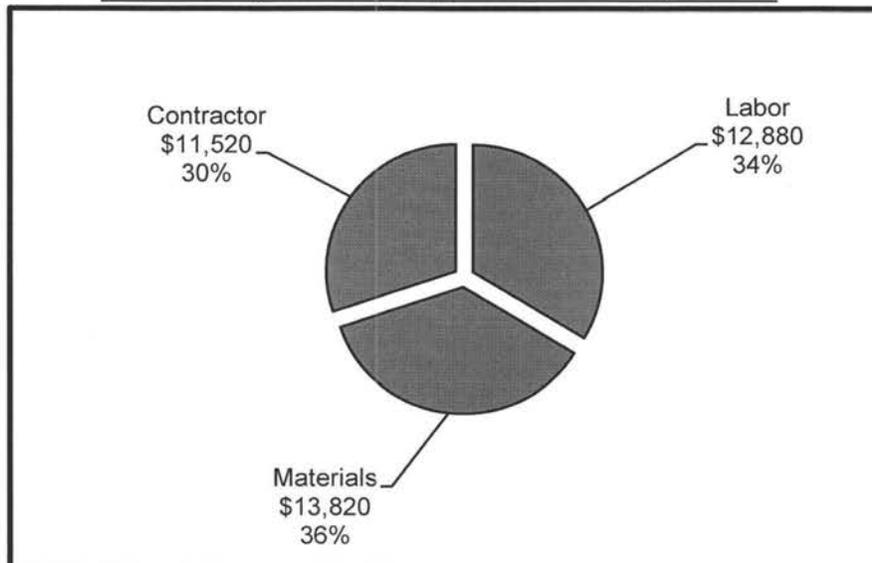


City of Lake Mary
Facilities Maintenance - Monthly Report
Year-to-Date Expenses by Labor, Materials, Contractor

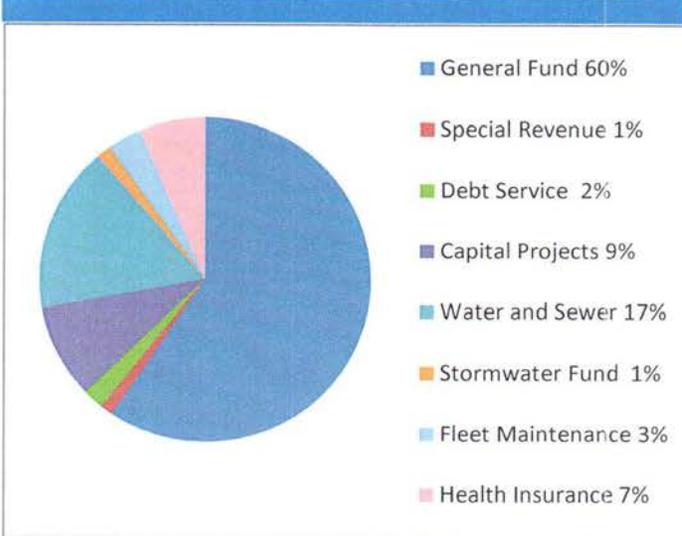
October 1, 2012 Through- December 31, 2012



October 1, 2011 Through- December 31, 2011



City of Lake Mary
Budget Snapshot as of December 31, 2012
 (25% of fiscal year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 5,943,112	\$ 5,353,061	90.1%
Franchise & Utility Taxes	6,081,614	1,033,652	17.0%
Business Tax Receipts	119,000	108,905	91.5%
Permits	855,415	154,966	18.1%
Fines & Forfeitures	47,686	24,863	52.1%
Intergovernmental	1,371,427	241,900	17.6%
Charges for Services	1,206,250	302,873	25.1%
Investment Income/Other	264,000	59,230	22.4%
Operating Transfers In	900,000	225,000	25.0%
Total Revenues	\$ 16,788,504	\$ 7,504,450	44.7%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 94,797	\$ 21,495	22.7%
City Manager	484,962	104,063	21.5%
City Attorney	95,000	16,233	17.1%
City Clerk	213,963	53,776	25.1%
General Government	570,403	220,968	38.7%
Risk Management	15,550	10,821	69.6%
Finance	579,599	132,823	22.9%
Community Development	649,910	160,946	24.8%
Building	471,913	98,564	20.9%
Facilities Maintenance	347,013	72,902	21.0%
Police Operations	4,724,846	1,137,707	24.1%
Fire Combat	4,399,708	964,025	21.9%
Fire Prevention	333,661	75,726	22.7%
Support Services	918,590	197,520	21.5%
PW Admin & Engineering	218,008	52,219	24.0%
Streets/Sidewalks	442,428	95,156	21.5%
Parks & Recreation	1,614,774	364,869	22.6%
Events Center	378,981	86,337	22.8%
Senior Center	112,383	24,675	22.0%
Tennis Center	86,246	14,675	17.0%
Transfers Out	882,330	220,583	25.0%
Total Expenditures	\$ 17,635,065	\$ 4,126,083	23.4%
<i>Fund Balance Forward</i>	14,418,585	14,418,585	100.0%
Current Fund Balance	\$ 13,572,024	\$ 17,796,952	131.1%

Debt Service Funds			
Revenues	Budget	Year-to-Date	%
Transfers In	\$ 574,515	\$ 143,629	25.0%
Expenditures			
PIRRB Series 2007	\$ 292,672	\$ 276,421	94.4%
PIRRN Series 2012	\$ 179,257	\$ 129,117	72.0%

Special Revenue Funds			
Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 330,962	13,319	4.0%
Cemetery Sales	4,000	1,000	25.0%
Fines & Forfeitures	8,660	2,381	27.5%
Investment Income/Other	5,130	1,560	30.4%
Total	\$ 348,752	\$ 18,260	5.2%

Expenditures			
	Budget	Year-to-Date	%
Training	\$ 18,000	\$ 3,745	20.8%
Operating & DARE	11,410	2,638	23.1%
Contributions	750	750	100.0%
Capital	108,519	1,811	1.7%
Heritage Park	25,000	-	0.0%
Cemetery Operations	9,175	946	10.3%
Total	\$ 172,854	\$ 9,890	5.7%
<i>Fund Balance Forward</i>	1,025,912	1,025,912	100.0%
Current Fund Balance	\$ 1,201,810	\$ 1,034,282	86.1%

Capital Projects Fund			
Revenues	Budget	Year-to-Date	%
Investment Income	\$ 11,000	\$ 3,807	34.6%
Grants	-	-	0.0%
Intergovernmental/Other	2,607,500	-	0.0%
Total	\$ 2,618,500	\$ 3,807	0.1%

Expenditures			
	Budget	Year-to-Date	%
Capital Projects	3,539,731	85,431	2.4%
Total	\$ 3,539,731	\$ 85,431	2.4%
<i>Fund Balance Forward</i>	1,023,405	1,023,405	100.0%
Current Fund Balance	\$ 102,174	\$ 941,781	921.7%

Water and Sewer Fund			
Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,275,000	\$ 463,974	20.4%
Sewer Revenue	1,725,000	429,762	24.9%
Reclaimed Water	190,000	46,676	24.6%
Water Impact Fees	255,000	(13,274)	-5.2%
Sewer Impact Fees	110,000	(6,177)	-5.6%
Investment Income/Other	154,500	48,712	31.5%
Total	\$ 4,709,500	\$ 969,673	20.6%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	1,631,697	356,719	21.9%
Capital Projects	485,000	12,877	2.7%
Wholesale swr/reclaimed	1,298,300	214,483	16.5%
Transfers Out	949,935	237,484	25.0%
Total	\$ 4,364,932	\$ 821,563	18.8%
<i>Beg Unrestrict Net Assets</i>	12,782,410	12,782,410	100.0%
Available Net Assets	\$ 13,126,978	\$ 12,930,520	98.5%

Stormwater Utility Fund			
Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 378,320	\$ 84,194	22.3%
Interest/Other	5,000	1,244	24.9%
Total	\$ 383,320	\$ 85,438	22.3%
Expenditures			
Operating Expenses	255,524	35,943	14.1%
Capital Projects	60,000	100,000	166.7%
Total	\$ 315,524	\$ 135,943	43.1%
<i>Unrestricted Net Assets</i>	524,891	524,891	100.0%
Available Net Assets	\$ 592,687	\$ 474,386	80.0%

Fleet Maintenance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 950,211	\$ 176,820	18.6%
Expenditures			
Operating Costs	\$ 278,539	\$ 56,666	20.3%
Vehicle Purchases	\$ 575,500	\$ -	0.0%

Health Insurance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Charges for Service/Other	1,833,775	312,874	17.1%
Expenditures			
Health Insurance Expense	1,432,775	252,717	17.6%
Health Clinic Expense	\$ 357,750	\$ 47,395	13.2%

City of Lake Mary, Florida
General Fund Revenues
As of December 31, 2012

Account Code	Description	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.6355	
311-10	Ad valorem tax	\$ 7,325,514	6,470,685	6,094,767	5,943,112	5,353,061	88%
	Franchise & Utility:						
313-10	Progress Energy - Franchise	1,390,771	1,283,358	1,224,950	1,219,190	202,425	0%
313-11	FP&L - Franchise	618,712	586,291	492,433	576,381	47,264	0%
313-40	Propane - Franchise	6,871	7,090	10,010	7,700	-	0%
313-70	Solid Waste - Franchise	398,317	402,902	415,209	420,000	74,423	18%
	Total Franchise	2,414,671	2,279,641	2,142,602	2,223,271	324,112	15%
314-10	Progress Energy - Utility	1,427,828	1,348,464	1,249,356	1,281,040	205,035	0%
314-11	FP&L - Utility	608,592	607,667	601,224	561,393	104,639	0%
314-20	Telecommunications	2,239,495	2,025,484	2,011,704	1,970,830	390,768	0%
314-80	Propane Gas - Utility	45,090	45,535	44,449	45,080	9,098	20%
	Total Utility	4,321,005	4,027,150	3,906,733	3,858,343	709,540	18%
	Total Franchise & Utility	6,735,676	6,306,791	6,049,335	6,081,614	1,033,652	17%
	Licenses and Permits:						
321-60	Business Tax Receipts	118,244	119,026	115,373	119,000	108,905	94%
322-10	Building Permits	446,621	501,449	851,192	755,000	141,038	17%
322-20	Electrical Permits	23,460	31,702	63,819	50,040	7,384	12%
322-30	Plumbing Permits	14,431	12,861	43,686	31,625	3,332	8%
322-40	Mechanical Permits	22,539	23,054	25,243	18,750	3,212	13%
	Total Licenses & Permits	625,295	688,092	1,099,313	974,415	263,871	24%
	Fines & Forfeitures:						
351-10	Court Fines	61,303	66,172	55,190	38,670	10,812	20%
351-30	False Alarm Fees	4,300	1,850	3,225	2,016	1,050	33%
351-50	Violation of Local Ordin.	6,174	12,901	7,483	7,000	13,001	0%
	Total Fines & Forfeitures	71,777	80,923	65,898	47,686	24,863	38%
	Intergovernmental:						
312-41	Local Option Gas Tax	216,519	204,746	210,450	244,939	46,118	22%
334-00	Grants	5,142	18,575	3,241	-	-	0%
335-12	State Rev. Share/Gas Tax	257,351	268,887	275,591	282,494	66,582	24%
335-14	Mobile Home License	59	35	97	50	-	0%
335-15	Alcoholic Beverage Lic.	11,101	20,566	119	9,500	-	0%
335-18	1/2 Cent Sales Tax	801,704	795,364	800,438	824,124	129,200	0%
	Firefighter Supplement	11,730	10,580	8,290	10,320	-	0%
	Total Intergovernmental	1,303,606	1,318,753	1,298,226	1,371,427	241,900	19%

City of Lake Mary, Florida
General Fund Revenues
As of December 31, 2012

Account Code	Description	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	% FYTD
Charges for Services:							
341-80	County Business License	12,368	12,665	10,715	11,000	7,495	70%
341-21	Zoning Fees	13,507	25,615	21,798	15,000	9,930	46%
341-22	Site Plan Fees	1,600	6,400	3,200	3,200	600	0%
341-22	Developer Bonus	17,000	-	-	-	-	0%
342-10	Police Services	96,202	71,190	58,816	45,000	9,305	16%
342-60	Rescue Transport Fees	459,725	657,144	472,531	465,000	118,055	25%
347-10	Community/Events Center Rent	465,931	499,973	513,448	495,000	129,718	25%
347-30	Farmers Market	27,879	36,838	31,379	35,000	6,057	19%
347-40	Skate Park Fees	14,794	16,296	8,819	13,500	1,103	13%
347-45	Splash Park Fees	25,157	23,504	24,274	25,000	-	0%
347-50	Park Rentals	990	675	630	800	325	52%
347-60	Sports Complex Rentals	22,620	24,658	27,330	25,000	4,174	15%
347-70	Softball Leagues	17,250	16,875	13,930	17,000	3,895	0%
347-80	Concession Revenues	11,619	5,444	679	1,750	233	0%
347-90	Tennis Center Revenues	56,801	52,204	50,231	54,000	11,983	24%
	Total Charges for Services	1,243,443	1,449,481	1,237,780	1,206,250	302,873	24%
Other:							
361-10	Interest	325,340	229,730	192,546	132,000	27,048	14%
363-10	Streetlighting	46,643	32,802	32,780	32,000	7,346	22%
364-00	Sale of Capital Assets	408	15,815	51,941	-	211	0%
369-00	Other Miscellaneous Rev.	158,056	113,923	156,230	100,000	24,625	16%
	Total Other Revenue	530,447	392,270	433,497	264,000	59,230	14%
Transfers In:							
381-00	Transfers from W&S	850,000	850,000	850,000	900,000	225,000	26%
	Total Transfers In	850,000	850,000	850,000	900,000	225,000	26%
	Total General Fund Revenue	18,685,758	17,556,995	17,128,816	16,788,504	7,504,450	44%
	Carry-forward Fund Balance	13,375,292	15,145,583	15,066,183	14,418,585	14,418,585	100%
	Total Available	\$ 32,061,050	32,702,578	32,194,999	31,207,089	21,923,035	68%

FINANCE DEPARTMENT
MONTHLY REPORT
December 2012

Purchasing/AP Activity	Dec-12	FYTD	Dec-11	FYTD
Purchase Orders Encumbered	40	188	34	161
Bids/RFPs Processed	0	1	0	0
Express Purchase Orders Processed	10	30	8	32
Express P.O. - Average \$ Value	\$194		\$171	
Checks Issued to Vendors	168	654	202	515
P-Card Transactions	245	722	215	610
P-Card Average \$ Value	\$125		\$110	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	29	102	48	106
Items Deposited	3,120	9,237	3,325	9,582
Deposited Items Returned	1	11	5	19
Credit/Debit Card transactions	317	985	466	1,073
Credit/Debit Card Sales	\$36,548	\$111,863	\$77,032	\$143,046
Employees Paid	566	1,499	769	1,519

Utilities Activity				
Utility Refund Checks	2	50	18	57
Utility Turn-offs for Non-payment	30	69	10	57
Door Hangers for Non-pay prepared	119	376	130	374
Delinquent Letters Mailed Out	381	1,188	489	1,457
Utility Service Complaints Handled	23	71	17	84
Garbage Service Complaints Handled	5	32	5	19
Existing Utility Accounts Closed	62	193	72	188
New Utility Accounts Opened	64	193	68	197
Utility Bank Draft Customers	1,017		952	
Electronic Utility Payments	982		968	
Paperless Billing Customers	567		556	
Current Residential Water Customers	4,675		4,657	
Current Residential Sewer Customers	2,540		2,524	
Current Residential Garbage Customers	4,803		4,780	
Current Commercial Water Customers	441		438	
Current Commercial Sewer Customers	382		377	
Current Commercial Garbage Customers	241		239	

Items of Interest During Reporting Period

Monthly Report – DECEMBER 2012

Community Development Department

TO: City Commission

FROM: Gary Schindler, City Planner *GS*

VIA: Jackie Sova, City Manager *JS*

DATE: January 17, 2013

RE: Planning and Development Activity



FY2011-2012 WORKLOAD DATA

	2011		2012	
	DEC	Total YTD	DEC	Total YTD
Land Use Amendments	0	0	0	1
Rezoning	0	0	0	0
Conditional Use	1	1	0	1
Subdivisions/Plat	0	0	1	3
Site Plans	0	1	1	3
Variances	0	0	0	1
Vacates	0	0	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	1
PUD Development Agreement & Amendments	0	0	0	1
Development Agreements, New	0	0	0	1
DRC Reviews	0	1	0	3
Home Occupation Review	1	6	2	9
Business License Review	12	69	12	80
Arbor Permits (non-development related)	9	33	12	32
Zoning Verification Letters	1	5	1	6
Site Permits Issued	1	3	1	1
Building Permits Review	24	110	30	112
Number of Pages Scanned	0	0	0	0

Significant Meetings and Issues

- December 4 – First Step Meeting – proposed development of the Anderson Lane properties
- December 5 – Sand Hill Cove DRC Meeting – proposed eight lot development on Linda Lane, Grace United Methodist Church DRC Meeting & MetroPlan Bicycle Pedestrian Advisory Committee Meeting
- December 7 – MetroPlan Transportation Technical Advisory Committee Meeting
- December 10 – Rinehart Place Meeting – potential redevelopment of the Rinehart Place Development
- December 13 – Lake Emma Animal Hospital First Step Meeting

December 19 – Planners Technical Advisory Committee Meeting

December 27 – Met with developer to discuss potential ALF in Colonial Center Heathrow

Building Division Monthly Report December 2012

Community Development Department

TO: City Commission

FROM: Joe Lancaster, Building Official
Bobbie Jo Keel, Permit/Zoning Coordinator

VIA: Jackie Sova, City Manager

DATE: January 3, 2013



FY2012-2013 WORKLOAD DATA

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Dec-12	YTD	Dec-11	YTD	Dec-12	YTD	Dec-11	YTD
COMMERCIAL - NEW	0	0	18	18	\$ -	\$ -	\$15,282,000	\$ 15,282,000
COMMERCIAL - ALTERATION	7	25	5	33	\$ 312,821	\$ 1,375,767	\$ 223,632	\$ 1,641,567
RESIDENTIAL - NEW	1	20	2	11	\$ 79,589	\$ 3,850,171	\$ 417,895	\$ 2,284,095
RESIDENTIAL - ALTERATION	7	28	13	39	\$ 171,894	\$ 284,342	\$ 109,929	\$ 321,178
ELECTRICAL - NEW/ALTERATION	17	55	22	67	\$ 142,115	\$ 3,983,544	\$ 378,552	\$ 576,964
ELECTRICAL - TEMP/PREPOWER	12	17	2	7	\$ 1,300	\$ 1,800	\$ 100	\$ 470
MECHANICAL - NEW/ALTERATION	13	46	8	47	\$ 89,715	\$ 389,374	\$ 61,185	\$ 426,771
PLUMBING - NEW/ALTERATION	10	34	20	49	\$ 32,461	\$ 95,779	\$ 577,739	\$ 674,302
ROOFING - TILE, METAL & FLAT	0	7	8	9	\$ -	\$ 41,090	\$ 44,480	\$ 62,080
RE-ROOFING	12	30	4	22	\$ 142,980	\$ 591,312	\$ 32,030	\$ 203,419
SWIMMING POOL	2	4	1	5	\$ 26,000	\$ 59,500	\$ 28,000	\$ 120,078
SCREEN ENCLOSURE	0	0	2	4	\$ -	\$ -	\$ 21,357	\$ 34,357
FENCE	3	15	4	10	\$ 6,959	\$ 30,269	\$ 8,602	\$ 36,966
SIGN	7	19	1	15	\$ 15,025	\$ 55,118	\$ 1,050	\$ 37,227
FOUNDATION ONLY	0	1	0	0	\$ -	\$ 186,180	\$ -	\$ -
DEMOLITION	1	4	2	2	\$ 3,500	\$ 78,500	\$ 10,200	\$ 10,200
TOTALS	92	305	112	338	\$ 1,024,359	\$ 11,022,746	\$ 17,196,751	\$ 21,711,674

BUILDING INSPECTIONS PERFORMED				
TYPE	Dec-12	YTD	Dec-11	YTD
BUILDING	159	554	192	567
ELECTRICAL	82	249	85	268
MECHANICAL	35	112	34	136
PLUMBING	51	137	57	171
TOTALS	327	1052	368	1142

FIRST STEP MEETINGS

1. Hair Studio-120 E. Crystal Lake Ave.
2. LK. Emma Animal Hospital Expansion

MAJOR PROJECTS

1. Colonial Grand Phase 2
2. Fountain Parke
3. Enclave @ Tuscany

DOCUMENTS SCANNED				
TYPE	Dec-12	YTD	Dec-11	YTD
PERMIT PACKAGE	8,035	9,227	10,928	31,195
BLUEPRINTS	0	0	474	6,843
TOTALS	8,035	9,227	11,402	38,038



Lake Mary Police Department

MONTHLY REPORT - DECEMBER 2012

	FY 2013 DEC	FY 2013 YTD	FY 2012 DEC	FY 2012 YTD
Monthly Call Volume	4,255	13,062	4,394	13,354
Response Times (in minutes)				
Priority 1	3.33		3.19	
Priority 2	3.63		2.90	
Priority 3	7.04		7.24	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	2	0	2
Robbery	0	0	1	1
Assault/Battery	9	26	0	19
Burglary	7	16	5	12
Theft, all other	19	57	24	67
Motor Vehicle Theft	1	2	0	1
Theft of Motor Vehicle Parts	0	4	1	4
Arson	0	0	0	0
D.U.I.	4	9	3	6

Total Arrests

Adults	28	103	29	80
Juveniles	8	18	7	13

Traffic Calls

Crashes	50	157	47	204
Criminal Citations	9	45	19	37
Citations- non criminal	236	970	332	1,067
Parking citations	13	25	19	51
K9 Deployments	4	15	5	12
Agency Assist; outside Jurisdiction	44	114	74	219

Alarms

Total	90	286	65	173
Business	54	190		
Residential	36	96		

Total Responses to City Ordinance Violations

58	182	46	81
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Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

Patrol's S.W.A.T team participated in the International S.W.A.T. Roundup, where they placed 22nd out of 54 national and international teams.

Apprehended two armed carjacking suspects after a chase on S.R. 417.

Responded to a shooting on I-4 which resulted in gunshot injuries to the driver of a vehicle, and recovered two firearms and illegal narcotics.

Criminal Investigations Division

Responded to and investigated two unattended deaths. (12/5 and 12/10)

Armed robbery and kidnapping case occurred on 12/6.

Child abuse case reported and investigated on 12/20, Capias filed.

Suicide by handgun behind ABC liquors 12/20.

Attempted murder (shooting into a vehicle and injuring driver, on I-4 near pedestrian overpass on 12/24.

Arrest for fraud, uttering forged checks involving a crime ring based in Miami.

Community Relations Division

Provided 13 elementary school age winners of a pro-law enforcement poster contest with a \$100 gift card from Target

Provided 230 low income seniors with a Christmas party that included Christmas gifts and live music at Timacuan Country Club and a local church.

Attended the Christmas Tree lighting event at City Hall

Assisted the family of a child who was victim of sexual assault with Christmas gifts, food and tickets to Disney.

Human Resources

December 2012 Report

Employment	12/12	YTD	12/11	YTD
Applications received/acknowledged	40	226	101	280
New Hire Orientations	2	10	0	8
Resignations/Terminations	2	9	3	6
Current Vacancies (FT/PT Employment Opportunities)	1	7	6	14
Positions filled in house	0	2	0	7
Positions filled outside	2	10	0	8
Surveys Conducted/Completed	1	5	3	20
Employee Evaluations	4	41	4	36
Employee Verifications	2	10	2	15
Personnel Actions Initiated	31	97	24	254
Grievances Filed	0	0	0	0
Employee Insurance Assistance	5	15	16	42
Time sheets scanned	396	1,509	1,166	1,989
Current Full Time Employees	173		170	
Current Part Time Employees	16		20	
Special Projects				
Pay Plan - completed and effective 01/05/13				
Benefits Fair - completed 12/13/12				
Insurance	12/12	YTD	12/11	YTD
On the Job Injuries - Medical Attention Required *	0	0	1	6
On the Job Injuries - No Medical Attention Required **	0	1	0	1
City Vehicle Accidents Reported - Under \$500. *	1	3	0	2
City Vehicle Accidents Reported - Over \$500. **	1	1	2	3
*Dent R/front passenger door - **Front Bumper Police/Support Services	2	3	1	3
<small>ODAF (Other Driver at Fault)</small>				
Loss/Damage Reports - Under \$500 *	0	3	0	3
Loss/Damage Reports - Over \$500 **	1	1	0	0
**Broken radiator neck/cap Parks & Recreation	1	2		1
Damage to City Property by Others - Under \$500 *	0	0	0	0
Damage to City Property by Others - Over \$500 **	0	1	0	0
Liability/Claimant Incident Reports - Under \$500	0	0	0	2
Liability/Claimant Incident Reports - Over \$500	0	0	0	0
Special Hearings/Mediations	0	0	0	0

PUBLIC WORKS UPDATE
January 2013

Streets/Sidewalks – 432

1. 4th Street and Seminole Ave. Improvements – Final Completion Date 12/17/12 (not including final striping 1/17/13). Includes 108 new parking spaces and stormwater pond.
2. Preparing bid documents for hot mix paving program (CPH).

Water Treatment – 434

1. Well #2 rehabilitation complete and in service.
2. Soliciting quotes to repaint ground storage tanks, air strippers, and WTP building.
3. Looking into performing an arc flash analysis for motor control panels.
4. 12-month average daily water demand 3.16 million gallons (3.3% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.25, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – Goal for 2012 was to change out 488 meters, this is to keep track with a 12-year change out program. 570 meters were changed out in 2012.
2. Continuing decommission of galvanized water mains downtown, currently working near Floyd Ave.
3. Lift station pump maintenance program proceeding, all stations have been evaluated, 12 pumps replaced/repared in FY 2012, three more in 2013.

General

1. All Public Works employees participated in fire extinguisher training on 1/9/13 (Pull, Aim, Squeeze, Sweep).
2. Working with Facilities Maintenance to renovate the PW Shop office spaces.

MONTHLY REPORT
December 2012

	Dec-12	FYTD	Dec-11	FYTD
Work Orders Completed	22	78	22	91
Sidewalks Repaired (Feet)	130	515	207	327
Street Signs Installed	19	41	11	35
Streets Paved (Miles)	0	0	0	0
Millions Gallons Treated	88	277	95	289
New Water Meters Installed	3	4	0	2
Waterlines Installed (Feet)	0	0	0	0
Meters Exchanged	53	136	59	71
Turn-On/Turn-Off (Customer Request)	126	386	141	386
Turn-Offs/Non-Payment	30	69	10	57
Water System Dist. Valves Exercised	0	10	20	100
Vehicle Preventative Maint. Inspections	47	139	46	131
Vehicles/Equipment Serviced	84	278	72	232

**CITY CLERK'S OFFICE MONTHLY REPORT
DECEMBER 2012**

	FY 2013		FY 2012	
	DEC. 12	YTD	DEC. 11	YTD
MINUTES PREPARED (SETS)	2	5	2	6
ORDINANCES CREATED	0	0	0	1
ORDINANCES PREPARED	0	2	0	2
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	0	3	7
PROCLAMATIONS PREPARED	0	1	1	3
PUBLIC HEARING NOTICES PUBLISHED	1	2	1	8
OCCUPATIONAL LICENSES				
NEW	18	105	14	75
RENEWALS	12	335	52	256
TRANSFERS	1	120	0	4
REVENUE GENERATED	\$1,520.50	\$26,641.75	\$4,291.00	\$18,798.25
INSPECTIONS OF BUSINESSES	0	0	0	0
BUSINESSES W/O LICENSE	0	0	0	0
REVENUE PAID BY UNLICENSED BUSINESSES	0	0	0	0
FOOD TRUCKS LICENSED (MONTHLY FOOD TRUCK CRAVE)	5	17	0	0
REVENUE GENERATED	\$250.00	\$850.00	0	0
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	4	9	4	13
RECORDS SCANNED (pages)	2,154	5,043	1,302	4,116
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0