



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA**

THURSDAY, FEBRUARY 21, 2013 7:00 PM

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: February 7, 2013**
- 6. Special Presentations**
- 7. Unfinished Business**
 - A. Ordinance No. 1484 - Small scale land use amendment to the City's Comprehensive Plan revising the Future Land Use Designation from COM (Commercial) to HDR (High Density Residential) for an +/- 1 acre tract located on the east side of Rinehart Road adjacent to the Legends Apartments - Second Reading (Public Hearing) (Gary Schindler, City Planner)**

- B. Request to reduce Code Enforcement lien to \$3,000.00 for property located at 605 Magnolia Lane (reduced from \$35,810.23 to \$19,310.23 on 2/7/13)**

8. New Business

- A. Resolution No. 916 - Finding Verizon Corporate Resources Group, LLC, be approved as a Qualified Applicant pursuant to Section 288.106, Florida Statutes**
 - a. Approval of Interlocal Agreement**
- B. Ordinance No. 1481 - Preliminary and Final Planned Unit Development (PUD) for The Station House, located south of Wilbur Ave., north of E. Crystal Lake Ave., and west of Old Lake Mary Rd. - First Reading (Public Hearing) (Steve Noto, Planner)**
 - a. ROW Use Agreement for The Station House**
 - b. Parking Garage Agreement for The Station House**
- C. Resolution No. 915 - Partial vacation of North First Street, a 54' wide Right-of-Way (Public Hearing) (Steve Noto, Planner)**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

- A. Items for Approval**
 - a. RFP 13-02 - Lake Mary Tennis Center Management/Pro Selection**
 - b. Expenditure from Forfeiture Fund for Automated External Defibrillators (AED's) and hemostatic gauze.**
- B. Items for Information**
 - a. Monthly Department Reports**

12. Mayor and Commissioners Report

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.



MEMORANDUM

DATE: February 21, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1484 - Small scale land use amendment to the City's Comprehensive Plan revising the Future Land Use Designation from COM (Commercial) to HDR (High Density Residential) for an +/- 1 acre tract located on the east side of Rinehart Road adjacent to the Legends Apartments - Second Reading (Public Hearing) (Gary Schindler, City Planner)

REFERENCE: City of Lake Mary Comprehensive Plan.

REQUEST: The applicant requests the revision of the existing Future Land Use Map designation from COM to HDR.

DISCUSSION:

Location: The subject property is located on the east side of Rinehart Road, south of Timacuan Boulevard and north of the entrance to the Legends Apartments.

Description: The subject property contains +/- 1 acre and has the Seminole County Parcel ID # of 05-20-30-512-0000-0010.

Proposed Land Use: The existing COM land use designation of the subject properties is proposed to be revised to HDR (High Density Residential).

Downtown Development District: The HDR land use designation allows for residential development, not to exceed 9 DU/A.

Staff Analysis: In 1995, the City approved a PUD for a parcel of land on the east side of Rinehart Road. The parcel of land included what was developed as the Golfview Apartments and the subject property. Subsequently, the Golfview Apartments became known as the Legends Apartments. At that time, a PUD was required to have two uses. Consequently, the PUD included both the apartments, which have HDR land use, and the vacant 1 acre tract, which has the COM land use.

Subsequently, the minimum requirements for a PUD were revised and, at this time, a PUD need only have 1 use. In light of this, the owner of the apartments and the subject property wants to revise the land use to HDR and construct additional apartment units. .

Zoning:

NW PUD	N PO	NE PUD
W PO * M- 1A	SITE PUD	E PUD
SW M-1A	S PUD	SE PUD

Future Land Use:

NW IND & HT	COM	NE COM
W IND & HT	SITE COM	E HDR
SW IND & HT	S HDR	SE HDR

FACILITIES AND SERVICES:

The City's Concurrency Management System (CMS) will ensure that levels of service will not be degraded beyond the adopted levels of service for all regulated public facilities at the time development of this parcel occurs.

Potable Water, Sewer Service and Reuse Water

Currently, the vacant subject property is proposed to be developed residentially. There are existing water and sewer lines along Rinehart Road and the City has vacant sufficient capacity to serve the proposed HDR development.

Solid Waste

(based on the information from Seminole County, Environmental Services)

The landfill that is utilized by Lake Mary is the Seminole County landfill, which is projected to have an estimated twenty-three (23) years of capacity remaining from the year 2013. The County makes its capacity calculations and projections based on the entire county, which includes the City of Lake Mary. At this time, no development is planned; therefore, a specific contribution to the landfill has not been determined. At the time of development, the impact of the proposed development upon the landfill will be determined and staff will ensure that adequate capacity exists.

Drainage

(based on Chapter 155, Appendix C of the Lake Mary Code of Ordinances)

The subject properties are located in an open drainage basin with a positive outfall. For drainage basins, which do have a positive outfall, the City requires that for post-development conditions, the peak runoff from the twenty-five (25) year frequency, twenty-four (24) hour duration storm be less than is experienced in predevelopment conditions. The subject property meets or exceeds all relevant LOS standards related to stormwater.

Parks

(based upon the City of Lake Mary Comprehensive Plan)

At such time as any redevelopment should occur, the City will ensure that such development complies with the LOS for parks.

Roadways

The proposed land use amendment from COM to HDR should result in a decrease in the number of trips that would be generated from development of the subject property. In light of this, the proposed land use amendment will have a positive impact upon the area roadways.

School Concurrency

(Based on 2007 adopted City of Lake Mary Comprehensive Plan)

The proposed future land use amendment is supported by the Seminole County Schools.

RECOMMENDATION: Staff recommends approval of the proposed Future Land Use Amendments to the City of Lake Mary Comprehensive Plan, from COM to HDR.

LOCAL PLANNING AGENCY: At their regular January 16, 2013 meeting, the LPA voted to recommend approval of the proposed land use amendment from COMM, Commercial, to HDR, High Density Residential.

ATTACHMENTS:

Ordinance

Location Map

Future land use map

Zoning Map

Aerial photo

Legends Future Land Use Amendment document

Minutes

ORDINANCE NO. 1484

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LAKE MARY, FLORIDA; PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION FROM COMMERCIAL (COM) TO HIGH DENSITY RESIDENTIAL (HDR) FOR PROPERTY LOCATED ON THE EAST SIDE OF RINEHART ROAD, NORTH OF WALLACE COURT AND SOUTH OF TIMACUAN BOULEVARD; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE.

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments; and

WHEREAS, Jim Hall, as applicant for the owner, is desirous of amending the Future Land Use Element of the City of Lake Mary's Comprehensive Plan from COM to HDR to allow for additional residential units on the subject property; and

WHEREAS, on January 16, 2013, the City of Lake Mary Local Planning Agency held a public hearing and recommended that the City Commission approve the proposed amendments to the City of Lake Mary Comprehensive Plan Future Land Use Map; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the City's Comprehensive Plan.

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

SECTION 1. Future Land Use Amendment : The portion of the Future Land Use Plan Element referenced as the Future Land Use Map of the Comprehensive Plan of the City of Lake Mary, Florida, is hereby amended to reflect a redesignation of certain real property described below as:

LOT 1 SECURITY PARK REPLAT LOT 3 PB 51 PGS 44 & 45 OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA

The redesignation shall be from City of Lake Mary COM to City of Lake Mary HDR.

SECTION 2. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason, held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid and inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

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

SECTION 4. Effective Date. This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, small scale development amendments may not become effective until the state land planning agency

or the Administrative Commission, respectively issues a final order determining that the adopted small scale development is in compliance.

PASSED AND ADOPTED this 21st day of February, 2013

FIRST READING: February 7, 2013

SECOND READING: February 21, 2013

CITY OF LAKE MARY FLORIDA

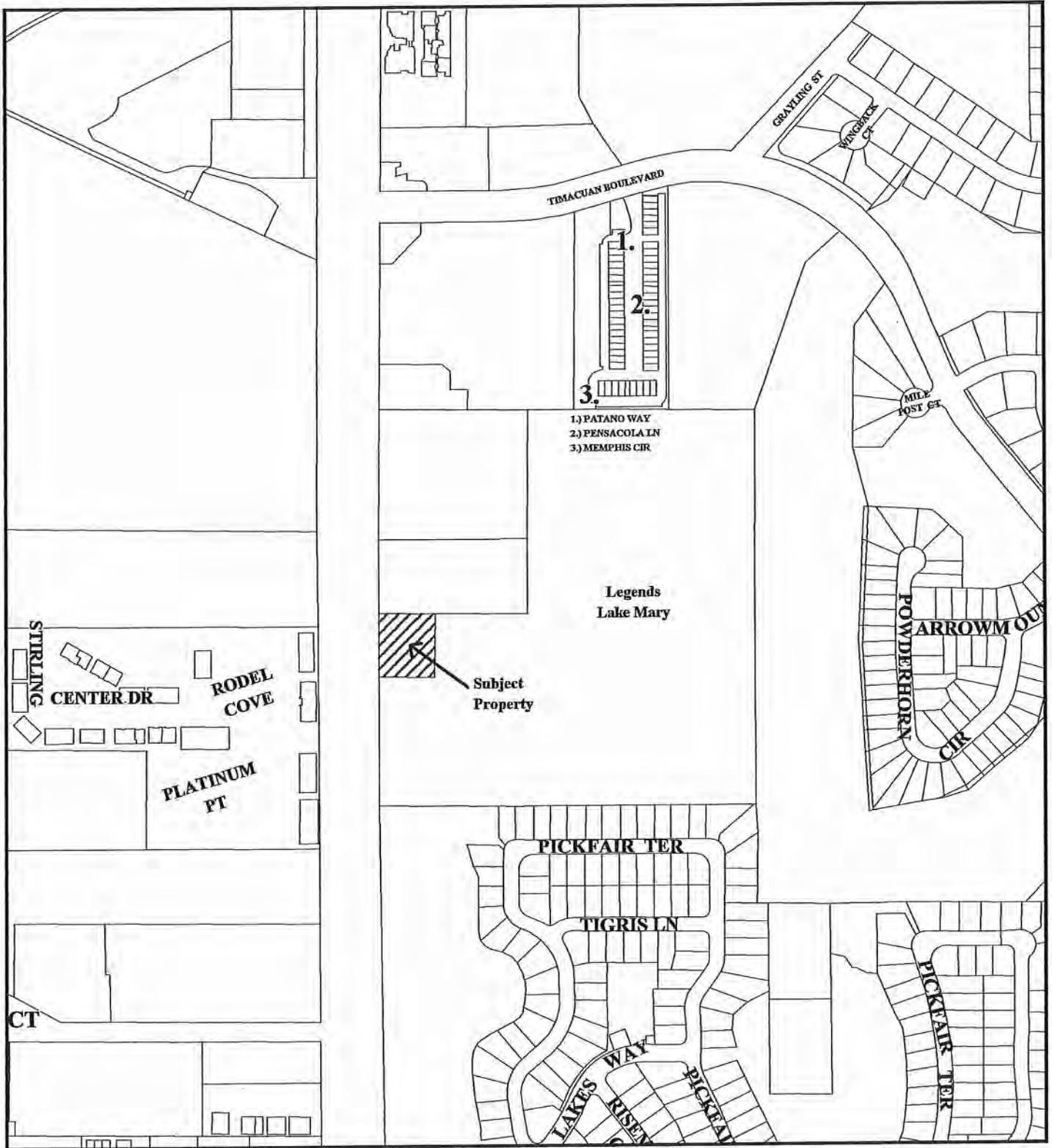
DAVID J. MEALOR, MAYOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

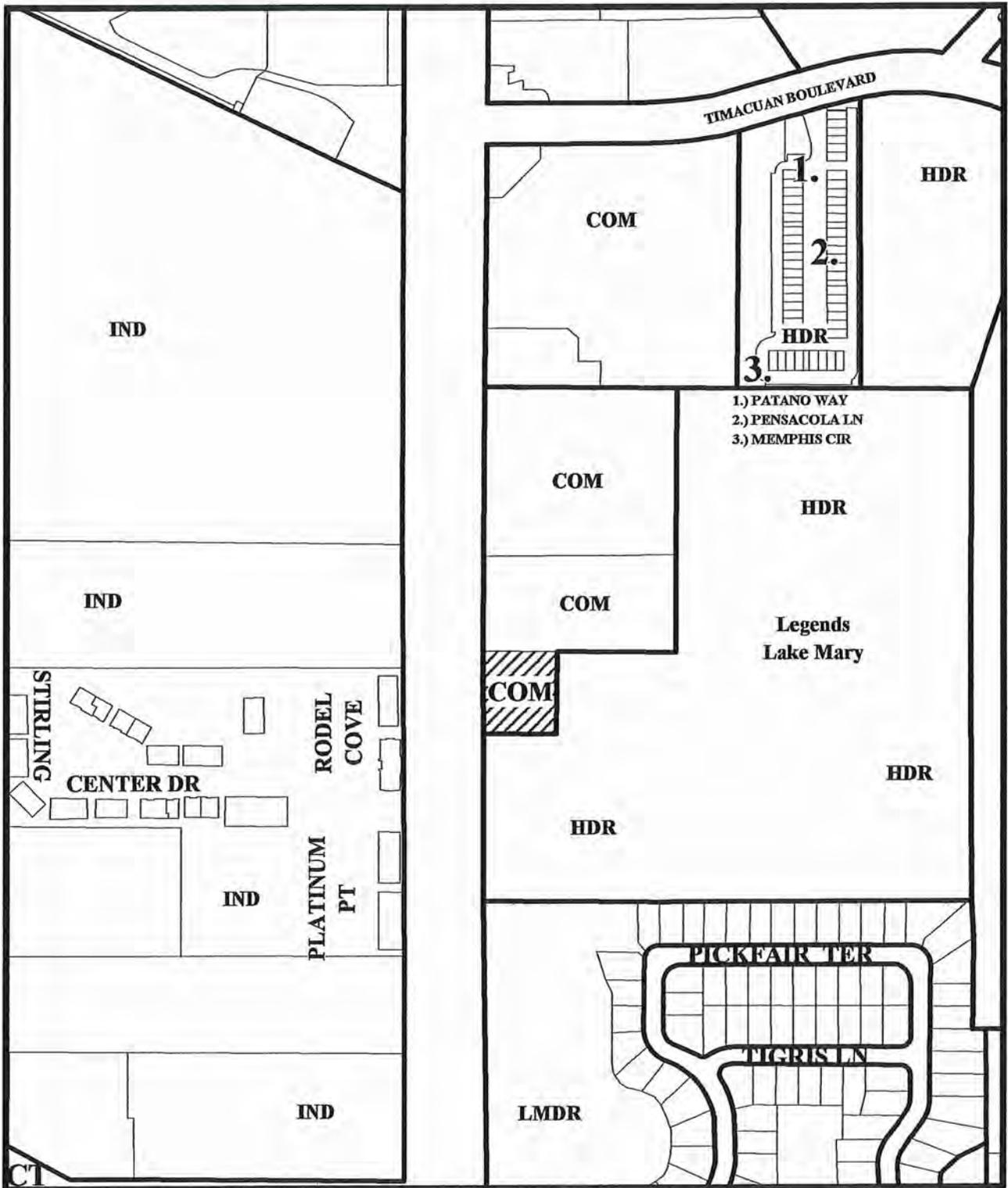
FOR THE USE AND RELIANCE OF THE CITY OF LAKE MARY ONLY
APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY, CATHERINE D. REISCHMANN



Location Map Legends Lake Mary

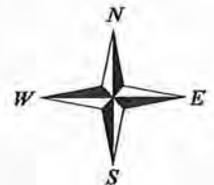


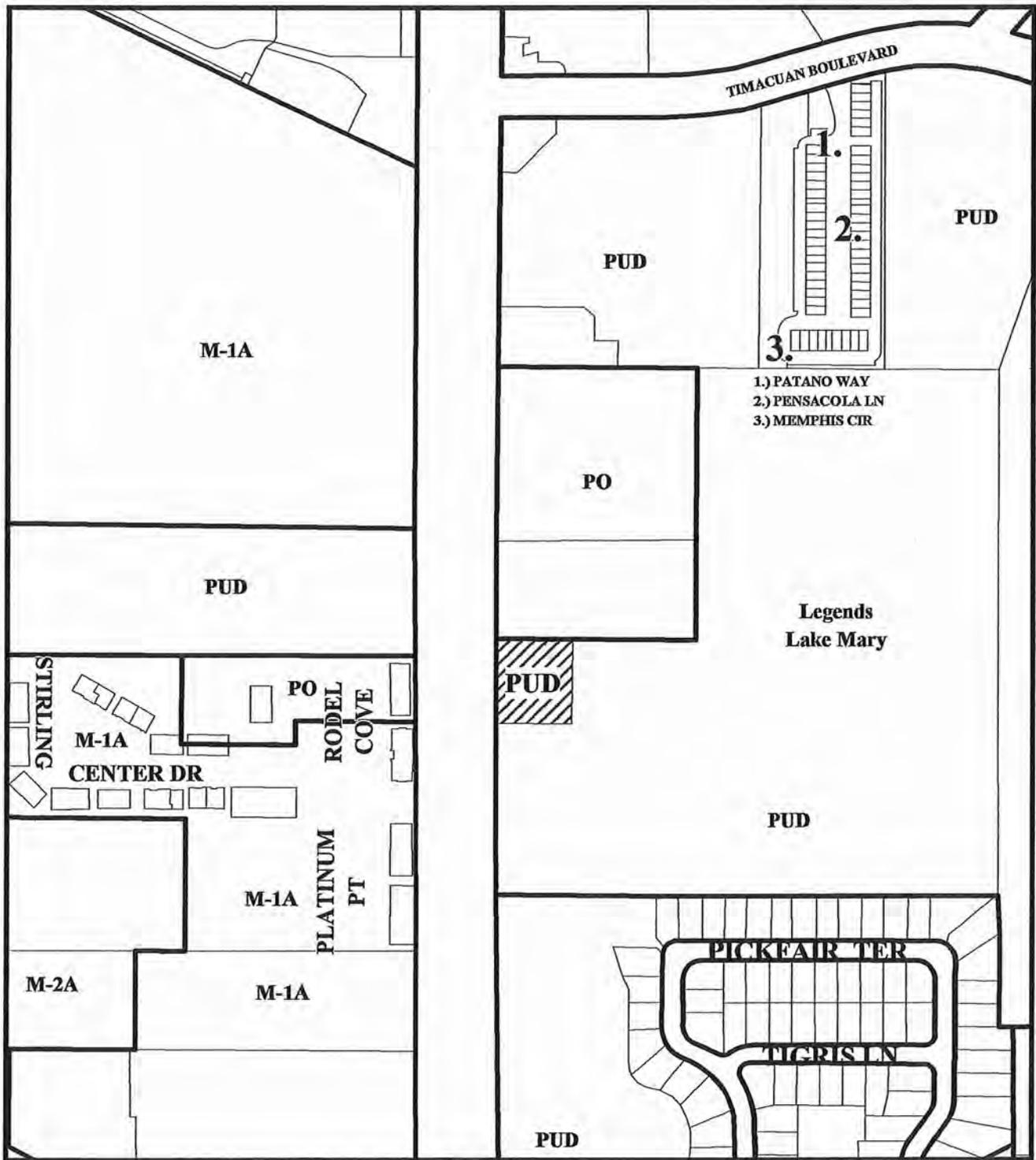


Future Land Use Map



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	





Zoning Map



LEGEND

A-1 Agriculture	R-1AAA Single Family	PUD Planned Unit Development	M-1A Light Industrial
RCE Rural County 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
			SC PUD Sem. Cnty PUD



Rinehart Rd.



Legends

Lake Mary

RECEIVED

NOV 16 '12

LAKE MARY
CDD

FUTURE LAND USE MAP AMENDMENT



November 9, 2012



SUBMITTED BY

MillerSellen

225 E. Robinson Street, Suite 300

Orlando, FL 32801

407.839.4006

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Consistency with Comprehensive Plan.....	3
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Amendment Description

Legends Lake Mary is located in north Lake Mary on Rinehart Road near the interchange with I-4. The overall subject property is approximately 32.7 acres in size and is currently developed as a multi-family community with 260 dwelling units. Currently the property has a future land use of High Density Residential (HDR), with an out parcel designated as Commercial. The property owners wish to add this one acre parcel to the overall property and develop an additional 12 multi-family dwelling units.

This proposed Comprehensive Plan Amendment is to change the one acre outparcel from the Commercial future land use designation to High Density Residential (HDR) future land use designation.

Site Conditions

As previously stated, the overall property is currently developed as on apartment home community. There are 20 two-story, wood framed, concrete slab on grade apartment buildings, totaling 260 units. Additional structures and amenities include a fitness center, pool with Jacuzzi, indoor racquetball court, clubhouse, business center and lighted tennis court. The subject property (parcel ID #05-20-30-512-0000-0010) is approximately one (1) acre in size and is currently undeveloped. Because the proposed amendment affects property less than 10 (ten) acres in size, Section 163.3187 Florida Statutes provides for a small-scale comprehensive plan amendment.

Compatibility

The subject property is part of an area characterized predominately by commercial uses, with residential uses to the south and east of the subject property. The proposed amendment will expand the existing HDR, High Density Residential to include a one acre parcel so that the existing multi-family community can expand to include an additional 12 dwelling units. This additional one acre is owned by the applicant thereby negating concerns of a neighborhood dispute. Other nearby neighbors is a shopping center and a medical office park. Both would benefit by an increase in residents in the immediate vicinity.

Table 1 – Surrounding Conditions

Future Land Use:			Zoning:		
NW IND	N COM	NE COM/HDR	NW PUD	N PO	NE PO/PUD
W IND	SITE COM	E HDR	W PO	SITE PUD	E PUD
SW IND	S LMDR	SE LMDR	SW M-1A	S PUD	SE PUD

Impacts to Public Facilities

The City's Concurrency Management System (CMS) will ensure that levels of service will not be degraded beyond the adopted levels of service for all regulated public facilities at the time development of this parcel occurs.

Potable Water, Sewer Service and Reuse Water

There are utility lines running along Rinehart Road to service the additional apartment building. According to City staffs there are no capacity issues.

Parks

The LOS for neighborhood parks is 1.6 acres per 1,000 population. Currently, the City has a surplus of park acreage.

School Concurrency

An application form for public school impact analysis and concurrency review is being submitted concurrently with this comprehensive plan amendment application. Based on the proposed development program of 12 multi-family units, a total of 3 new students will be generated.

Roadways

Currently, Rinehart Road is operating below level of service. Any new development will have to coordinate with City and County staff to make arrangements for constructing roadway improvements on Rinehart Road.

Consistency with Comprehensive Plan

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City of Lake Mary's Comprehensive Plan, including the following:

Goal: Through the provision of appropriate land uses, promote, protect, and improve the public health, safety, and welfare of Lake Mary's residents, while maximizing economic benefits and minimizing threats to natural and man-made resources.

The subject property is located adjacent to previously developed properties with complimentary uses , and will therefore not have a negative impact on natural resources.

Land Uses Policy 1.4 High Density Residential: This land use is designated to provide multiple family uses such as apartments, condominiums, duplexes, patio or cluster homes at a maximum density of nine (9) dwelling units per acre. The intensity of this district requires that it be located where there is convenient access to collector and arterial roadways and have adequate public and commercial services. This district may serve as a transitional use between non-residential uses and residential uses of lesser intensity.

The subject property is located adjacent to an arterial roadway(Rinehart Road) and has access to existing public infrastructure. Commercial services and employment opportunities are located directly west in the Steering Center development and less than a ½ mile north at the Publix complex on Rinehart Road and Timacuan Boulevard.

Land Uses Policy 1.6 The following table GOP-1 represents the density and intensity maximums, the compatible zoning districts and the facility requirements per specific future land use category. This table shall regulate development within the City of Lake Mary and shall be incorporated into the Land Development Code.

**Table GOP-1. Future Land Use/Zoning Compatibility Chart
Density and Intensity Thresholds & Facility Requirements**

Future Land Use	Maximum Density/Intensity ⁽¹⁾	Compatible Zoning Districts	Facility Requirements
Rural Residential	1 DU/1 Acre	A-1, RCE, PUD, GU	
Low Density Residential	2.5 DU/1 Acre	A-1, RCE, R-1AAA, R-1AA, R-1A, PUD, GU	PS
Low/Medium Density Residential	4 DU/1 Acre	A-1, RCE, R-1AAA, R-1AA, R-1A, R-2, PUD, GU	W, S, R, PS
Medium Density Residential	6 DU/1 Acre	A-1, RCE, R-1AAA, R-1AA, R-1A, R-2, RM, PUD, GU	W, S, R, PS
High Density Residential	9 DU/1Acre	A-1, RCE, R-1AAA, R-1AA, R-1A, R-2, R-3, RM, PUD, GU	W, S, R, PS
Office	≤ 65% ISR	A-1, PO, PUD, GU	W, S, R, PS
Restricted Commercial	≤ 65% ISR	A-1, PO, C-1, PUD, GU	W, S, R, PS
Commercial	≤ 65% ISR	A-1, PO, C-1, C-2, PUD, GU	W, S, R, PS
Industrial	≤ 65% ISR	A-1, PO, M-1A, M-2A, PUD, GU	W, S, R, PS
Downtown Development District	≤ 90 %ISR ⁽²⁾ 18 DU/1 Acre ⁽⁷⁾	PO, C-1, PUD, DC, GU	W, S ⁽³⁾ , PS
Public/Semi-Public	≤ 65% ISR	All Zoning Districts	
Recreation	≤ 65% ISR	All Zoning Districts	
Conservation ⁽⁴⁾	1 DU/5 Acres	GU, A-1 ⁽⁵⁾	
High Intensity Planned Development-Target Industry	≤ 65% ISR & 35% Minimum Open Space 18 DU/1 Acre, < 65% ISR and 35% Minimum Open Space	PUD	W, S, R, PS
High-Tech/Industrial Corridor Protection Area	≤ 65% ISR	A-1, PO, C-1, C-2, M-1A, M-2A, PUD, GU	W, S, R, PS

Facility Requirements

- W - Central Water Service must be available to site prior to development.
- S - Central Sewer Service must be available to site prior to development, except as noted in the Downtown Core area.
- R - Reclaimed Water lines shall be provided throughout the development site to accommodate irrigation demands. Reclaimed service shall be utilized if: 1) service is available within 100 yards of development site; 2) adequate capacity is available to serve the development site; and 3) the service provider approves connection to the system.
- PS - Paved Streets must be utilized for all accesses to development site.

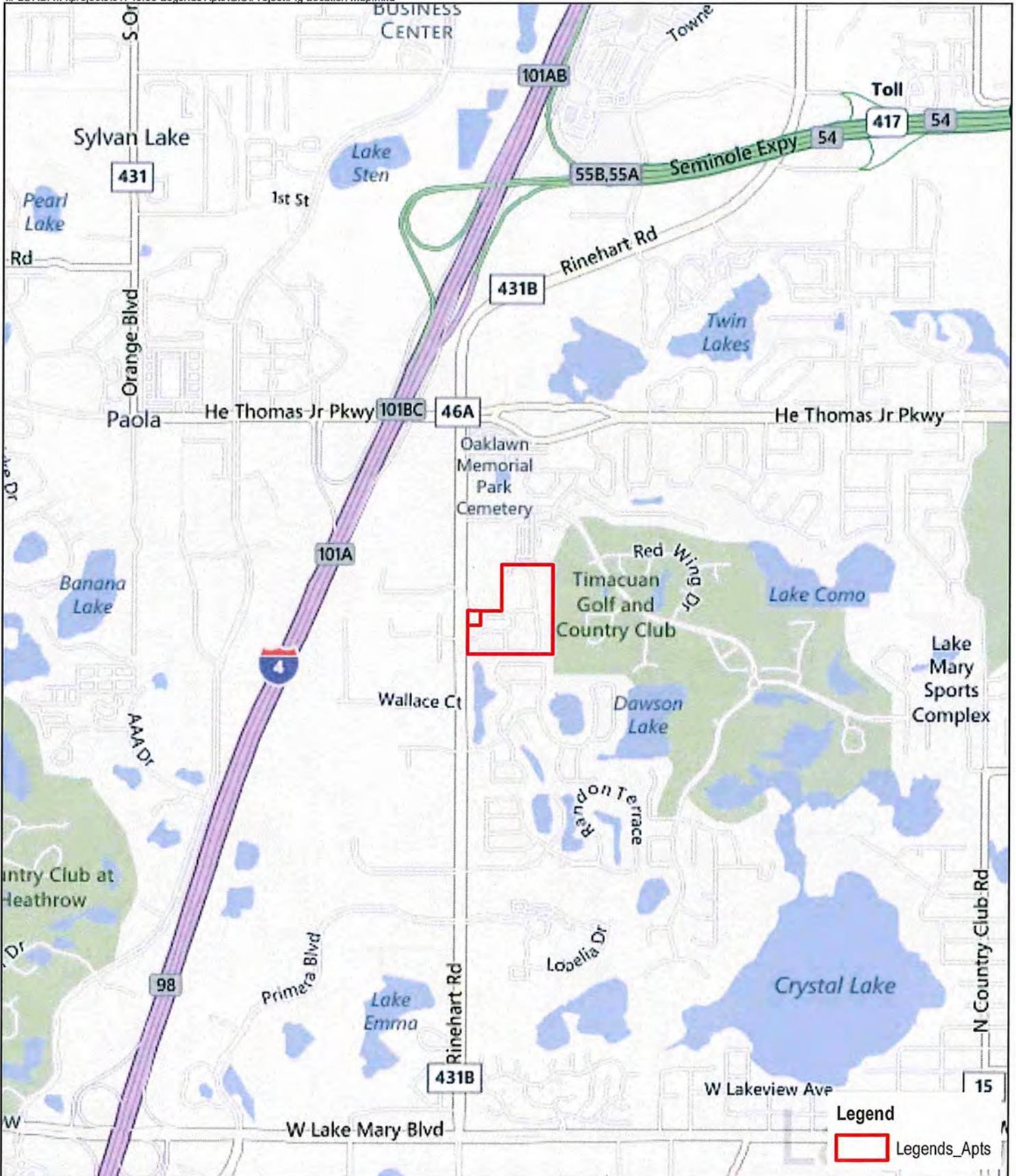
Notes/ Special Provisions:

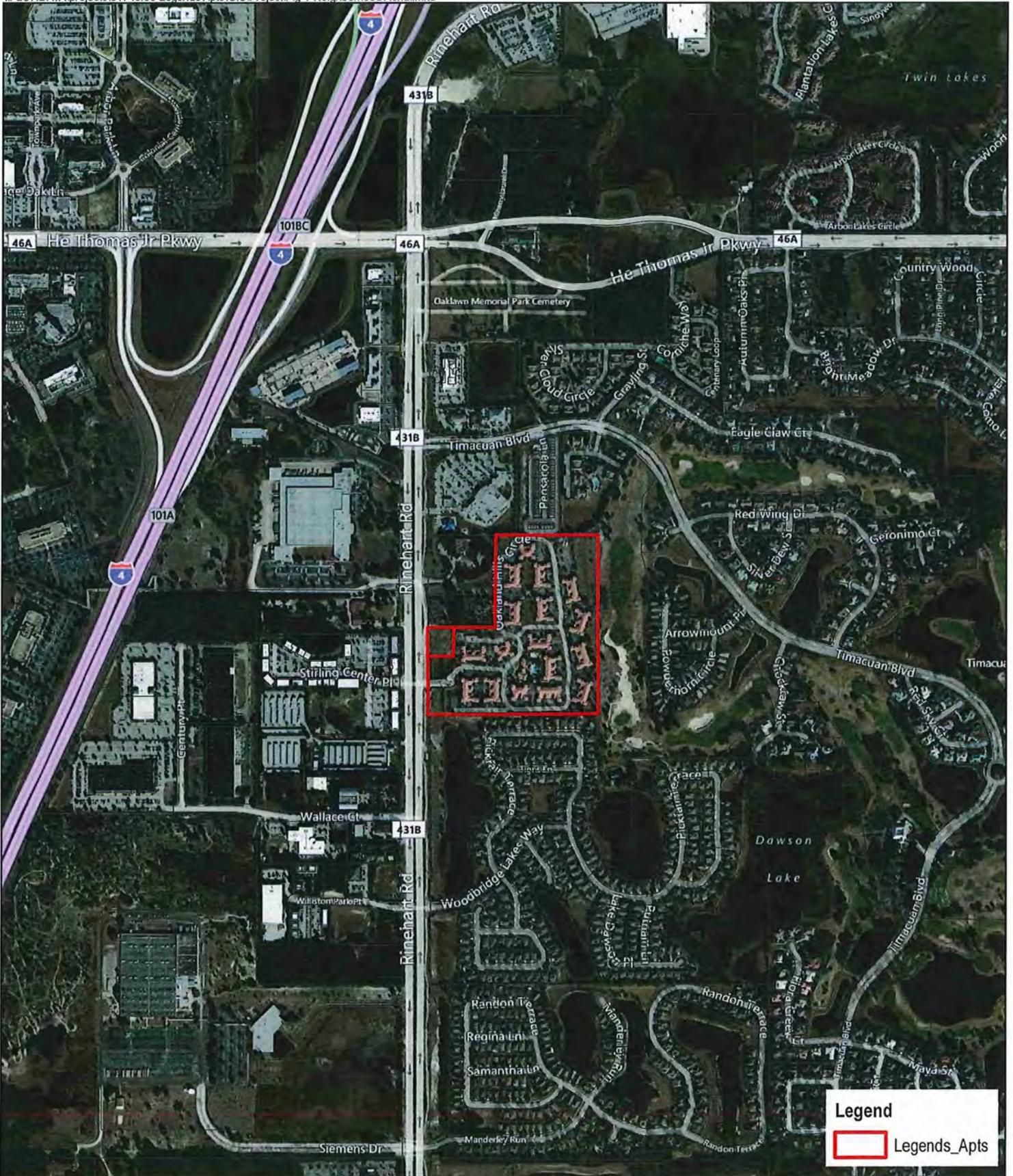
- (1) Density maximums refer to net residential density defined as the number of dwelling units per net buildable-acre. Net buildable acre is defined as the development parcel excluding areas devoted to lakes and wetland or flood prone areas and existing rights-of-way.
- (2) To promote development in the Downtown Development Core District the ISR shall be increased to 90% conditioned upon the development site meeting all other land development regulations. Land development regulations which may effect the ISR ratio include, but are not limited to, landscape and buffering requirements, setback requirements, stormwater requirements, and Health Department regulations governing sanitary sewer disposal.
- (3) As part of the Downtown Redevelopment project sewer lines will be installed throughout the Core District as funding is made available. In

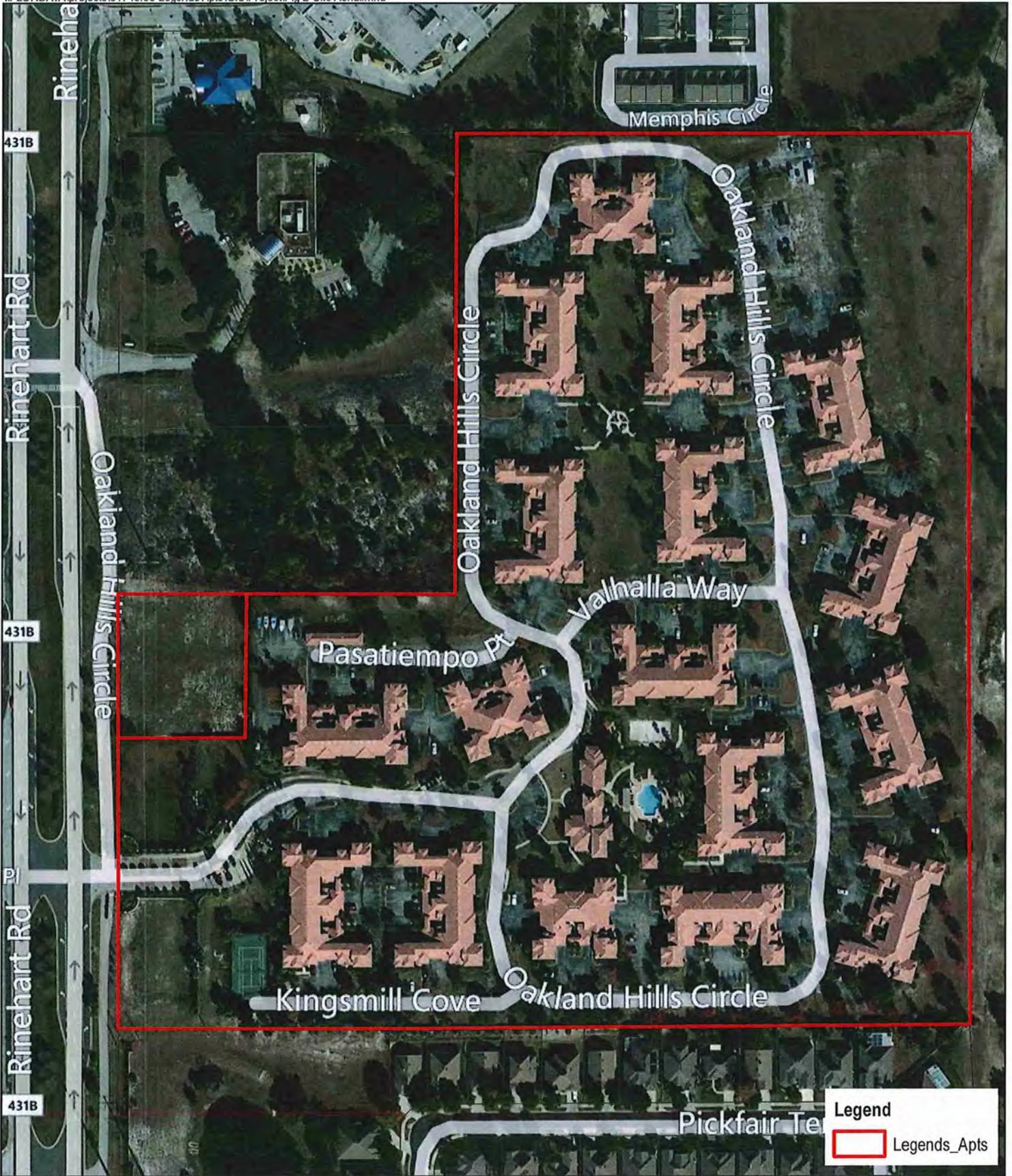
Conclusion

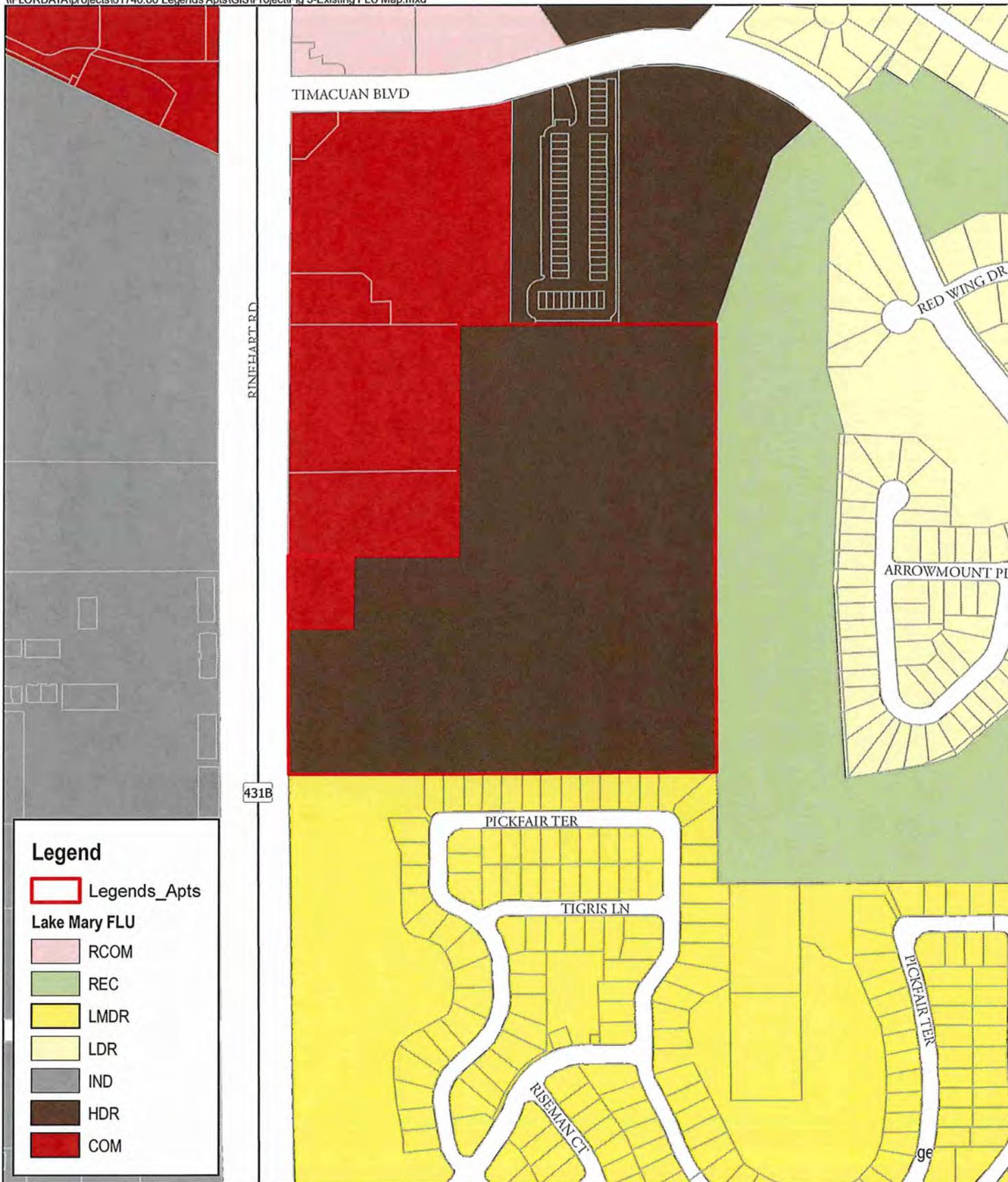
The proposed amendment to the City's FLUM is consistent with both the City's comprehensive plan and the City/County JPA. It results in a net reduction in impacts to public facilities while allowing for the logical extension of utilities. The proposed future land use designations are compatible with adjacent uses and would further both the City and County's vision for the area as a compact, mixed use development node.

Appendix







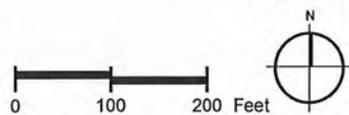


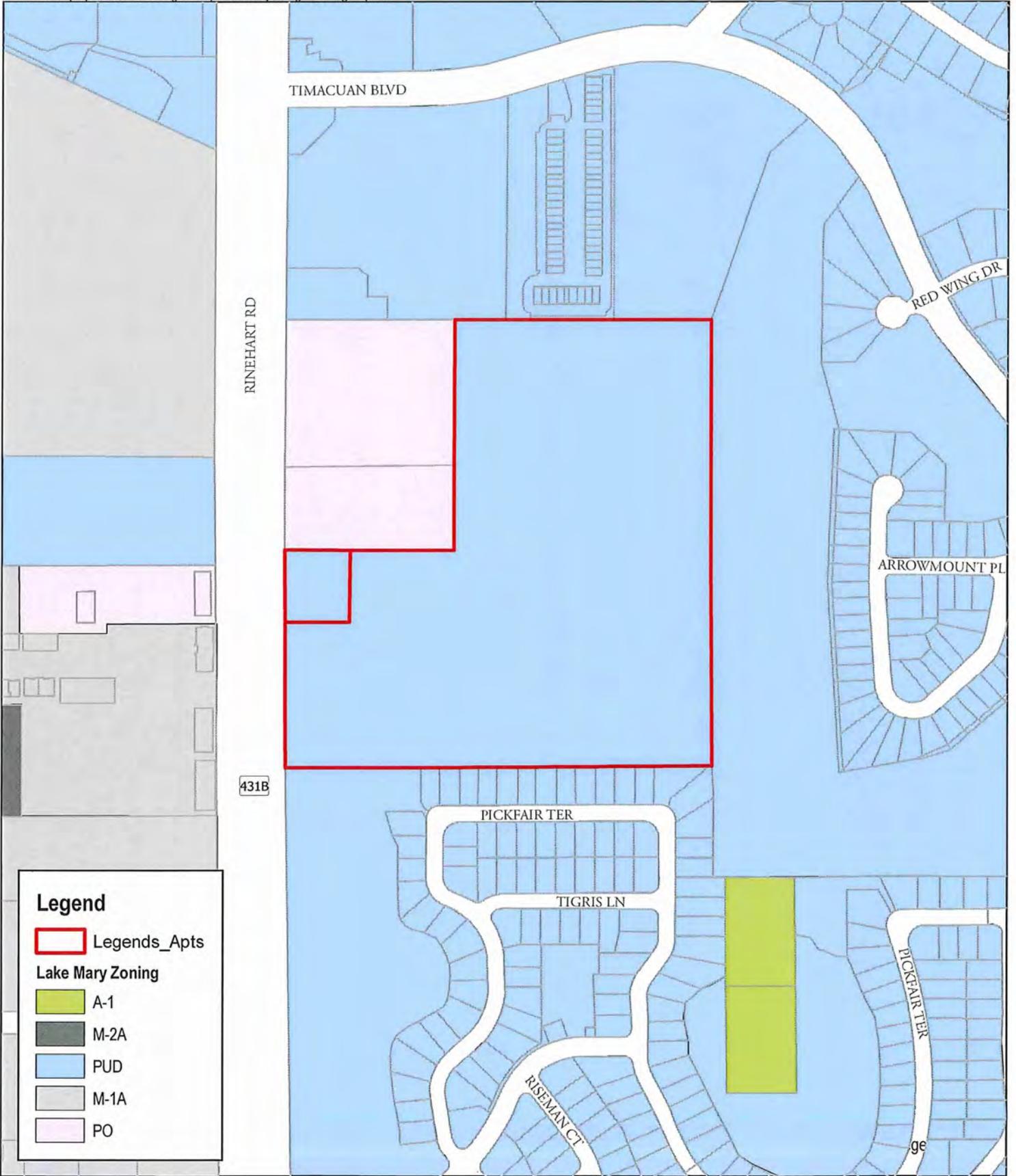
Legend

-  Legends_Apts
- Lake Mary FLU**
-  RCOM
-  REC
-  LMDR
-  LDR
-  IND
-  HDR
-  COM

Legends Apartments CPA
Future Land Use Map
August 2012

Figure 3



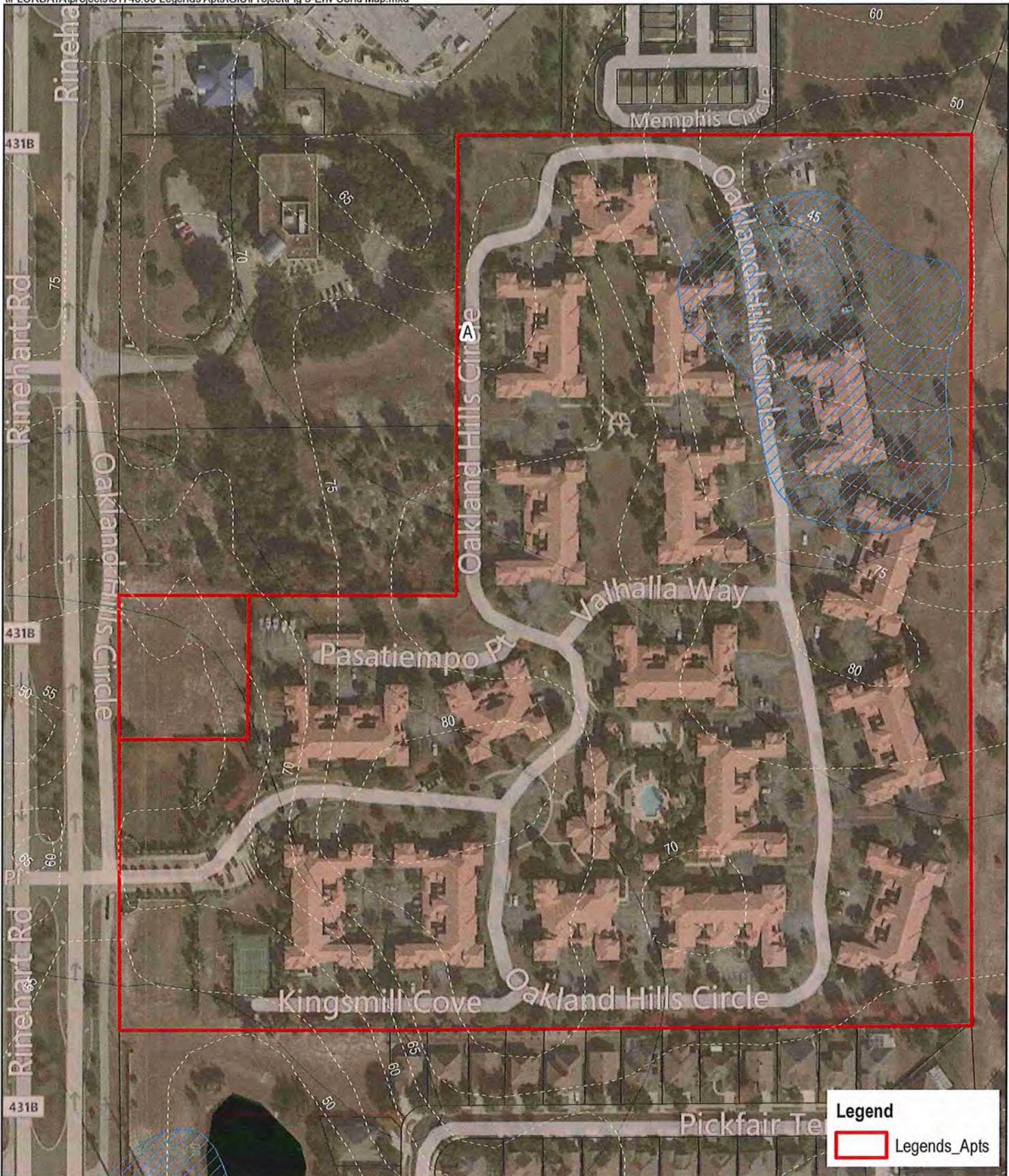


Legend

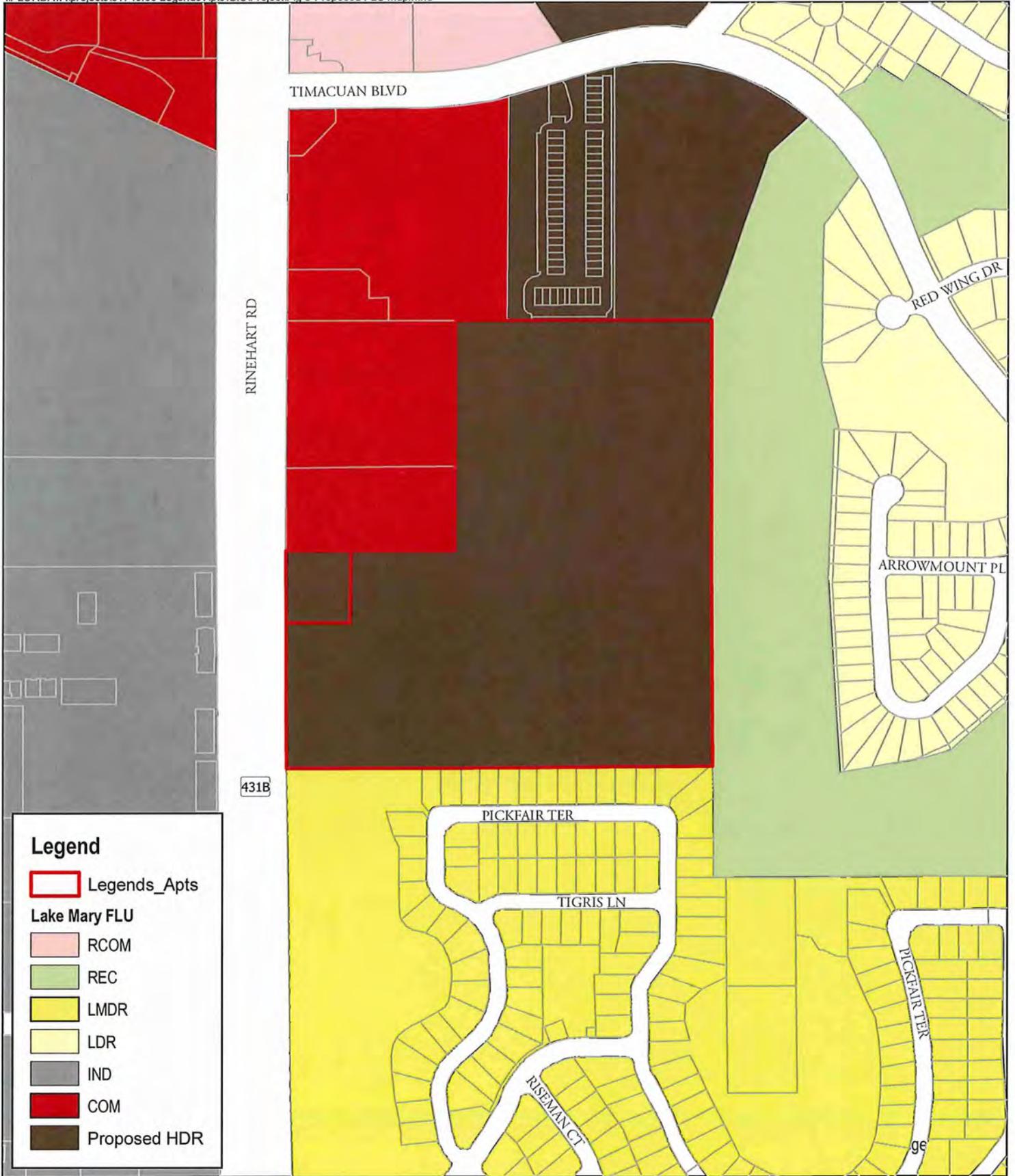
- Legends_Apts
- Lake Mary Zoning**
- A-1
- M-2A
- PUD
- M-1A
- PO

Legends Apartments CPA
Zoning Map
August 2012

Figure 4



Legend
Legend_Apts

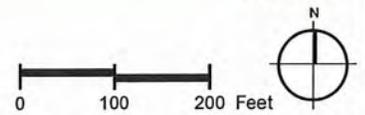


Legend

- Legends_Apts
- Lake Mary FLU**
- RCOM
- REC
- LMDR
- LDR
- IND
- COM
- Proposed HDR

Legends Apartments CPA
 Proposed Future Land Use Map
 August 2012

Figure 6



DRAFT

1 MINUTES OF THE CITY OF LAKE MARY, FLORIDA, LOCAL PLANNING AGENCY
2 MEETING HELD ON JANUARY 16, 2013, 6:00 P.M., CITY HALL, 100 N. COUNTRY
3 CLUB ROAD
4

5 TAPE 1, SIDE A

6 I. Call to Order

7 The meeting was called to order at 6:01 p.m.

8 II. Moment of Silence
9

10 III. Pledge of Allegiance
11

12 IV. Roll Call - Determination of a Quorum
13

- 14 Chairman Robert Foley
- 15 Vice Chairman Jeff Bales
- 16 Member Brian Hess (Late/6:04 p.m.)
- 17 Member Blair Harle

18 Member David Wickham was absent.

19
20
21 City staff present were Juan (John) A. Omana, Jr., Community Development
22 Director; Gary Schindler, City Planner; and Diana T. Adams, Administrative
23 Secretary.
24

25 Also present who spoke was Jim Hall.
26

27 V. Approval of Minutes - September 19, 2012
28

29 **MOTION:**
30

31 **Vice Chairman Bales moved to approve the Minutes of the September 19,**
32 **2012, Local Planning Agency meeting, as presented. Member Harle**
33 **seconded the motion, which carried unanimously 4-0.**
34

35 VI. Old Business
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37 None
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39 VII. New Business
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A. 2012-LU-05: Recommendation to the City Commission regarding a small scale land use amendment to the City's Comprehensive Plan revising the Future Land Use designation from COM (Commercial) to HDR (High Density Residential) for a +/- 1 acre tract located on the east side of Rinehart Road adjacent to the Legends Apartments; Applicant: VHB Miller Sellen for Golfview Apartments, LLC, c/o Rock Construction

Gary Schindler, City Planner, presented Item A. and the related Staff Report. The Location Map attached to the Staff Report was on the overhead projector. He said, Legends Apartments, when they were first constructed, were known as Golfview Apartments. They are a Planned Unit Development. They are High Density Residential, which permits up to nine dwelling units per acre, and Planned Unit Development. When they developed, there was a minimum requirement for a PUD, which was ten acres and two uses. So, they said, okay, well, we have to have a second use, so we are going to take this one-acre tract and we are going to make it Commercial. It will have a driveway directly to Rinehart Road.

Mr. Schindler stated, subsequently, we have revised the requirement for a PUD. Outside of the Downtown, it is five acres and one use. So, they have said, hey, there is not a lot of demand for commercial right now, but we have a big demand for residential; therefore, they want to construct another building. We said, well, in order to do that, you have to change the land use from Commercial to High Density Residential, which will give you up to nine dwelling units per acre.

Mr. Schindler said, and that is what we have before us tonight; a request to take this piece of property (puts black and white aerial on the overhead projector) -- there is the approximate one-acre tract. You can see the Trail there to the left. Directly to the south is the stormwater retention pond. So, there is not going to be any development there. To the north is the office building.

Mr. Schindler stated, so, they have this piece of property and they want to develop it as more apartments. Well, this has some very distinct advantages. For one thing, we will insist that access to it be internal. There will be no direct driveway to Rinehart Road. If it were Commercial, we couldn't do that. Also, the impacts are less residentially than they would be commercially, especially traffic. A multi-family dwelling unit generates about six trips per day. Depending upon the type of commercial -- if it were Office, it would generate a minimum of 11 trips per thousand gross square feet. So, without a doubt, the impacts are less if this develops residentially than if it develops commercially.

Mr. Schindler concluded his presentation by saying, staff has looked at the infrastructure requirements and there is sufficient water and sewer capacity to

DRAFT

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serve the property. We have looked at the report that they have submitted. We concur with the findings of the report. In short, staff recommends approval of the proposed Future Land Use amendment to the City's Comprehensive Plan from Commercial to High Density Residential. I'll be happy to address any questions, but this is pretty straight-forward.

It is noted that Member Hess entered the meeting late here at 6:04 p.m.

Mr. Schindler announced this item is legislative in nature; that a Legislative Sign-In Sheet (see attached) was located at the back of the chambers for any interested party to sign in order to be kept abreast of this matter.

Member Harle asked, once it does go from Commercial to High Density Residential, do we need to take any density credits or anything from another area and move them?

Mr. Schindler answered, no, we don't. The only area in which we would have any density credits would be in the Downtown, so it's not applicable, but there is no problem with this property developing residentially. It doesn't impact any other property.

Chairman Foley requested the Applicant come forward and address the Board.

Jim Hall, Applicant, with VHB Miller Sellen, 225 E. Robinson Street, Orlando, Florida 32801, came forward and addressed the Board in favor of the proposed land use amendment. He indicated on the overhead projector where a driveway will be connecting and where one more residential building will front Rinehart Road. He said the nice thing about not having to do commercial is that they don't even have to cut the Trail, let alone another driveway cut.

Mr. Hall stated that it's just 12 units, so that's only 72 trips a day compared to a convenience store could be thousands; that it's a benefit there.

Mr. Hall said that he has worked with Mike Rigby over at Seminole County Schools, and since apartments generate fairly low school-age children population, Mr. Rigby had no problem with this in that he thought it only generated three elementary school children.

Mr. Hall stated that he is working right with the developer, as they run a really nice apartment complex that's been successful; that they would just like to go ahead and get 12 more units.

DRAFT

1 Mr. Hall said that they will be amending the PUD in the very near future to
2 include the addition of this building on a site plan; that they will be bringing
3 forward a zoning change to match up with this Future Land Use map change.
4

5 Mr. Schindler clarified the record saying, the total number of units that they can
6 get on this property will be determined by the total area of the property times a
7 maximum of nine dwelling units per acre. I can't say they will be able to get 12
8 units. I can't say they won't. That is something they will document to us.
9

10 Chairman Foley questioned, so, it is going to average in with the rest of the
11 existing?
12

13 Mr. Schindler responded, oh, yeah. Right. So, just whatever the total land area
14 is times nine dwelling units per acre is the total number of units they will be able
15 to get.
16

17 Chairman Foley asked, and the southern piece is sufficient in size to take any
18 kind of overflow drainage and so forth?
19

20 Mr. Schindler replied, that is what they will have to show us when they do the site
21 plan, is that the stormwater is sufficient. They may have to enlarge the pond or
22 do stormwater on the subject property, but those details will be addressed.
23

24 Mr. Hall stated, the commercial actually had more impervious. We got kind of
25 ahead of the curve. The developer asked us to look at it so we saw if we could fit
26 the 12-unit building in and we did. When they permitted the storm pond, it was
27 for commercial on that parcel, which has more impervious than the residential
28 building is going to be. So, the pond will be fine. We have done the calculations
29 and we will document that with the PUD. But, the 12 units fit within nine units per
30 acre overall for the whole site, so that is what you will be seeing.
31

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

35 Mr. Schindler said, let me just say that I did receive a telephone call from the
36 office building to the north, and when I explained to them that they were going to
37 change from commercial to residential, they said that that was fine with them.
38

39 Vice Chairman Bales commented that he thought that staff has done, as always,
40 a thorough job going over things, and this is actually going to have lesser of an
41 impact than the commercial would have.
42

43 **MOTION:**

DRAFT

1 Vice Chairman Bales moved to recommend approval to the City Commission
2 the request by VHB Miller Sellen for Golfview Apartments, LLC, c/o Rock
3 Construction regarding a small scale land use amendment to the City's
4 Comprehensive Plan revising the Future Land Use designation from COM
5 (Commercial) to HDR (High Density Residential) for a +/- 1 acre tract located
6 on the east side of Rinehart Road adjacent to the Legends Apartments,
7 consistent with staff's Recommendation listed in the Staff Report. Member
8 Hess seconded the motion.

9
10 Chairman Foley requested a roll-call vote on the motion, and was taken as
11 follows:

12
13 Member Hess - Yes
14 Member Harle- Yes
15 Vice Chairman Bales -Yes
16 Chairman Foley - Yes

17
18 The motion carried unanimously 4-0.

19
20 Mr. Schindler announced that this item will move forward to the City
21 Commission's February cycle and will be notifying the Applicant.

22
23 VIII. Other Business

24
25 MOTION:

26
27 Member Hess nominated/elected Jeff Bales as Chairman to the Local
28 Planning Agency for Year 2013. Member Harle seconded the motion.

29
30 Chairman Foley requested a roll-call vote on the motion, and was taken as
31 follows:

32
33 Member Harle- Yes
34 Member Hess - Yes
35 Vice Chairman Bales -Yes
36 Chairman Foley - Yes

37
38 The motion carried unanimously 4-0.

39
40 MOTION:

41
42 Member Harle nominated/elected Robert Foley as Vice Chairman to the Local
43 Planning Agency for Year 2013. Member Hess seconded the motion.

DRAFT

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Chairman Foley requested a roll-call vote on the motion, and was taken as follows:

- Member Hess - Yes**
- Member Harle- Yes**
- Vice Chairman Bales -Yes**
- Chairman Foley - Yes**

The motion carried unanimously 4-0.

IX. Reports of Other Members

None

X. Adjournment

The meeting was adjourned at 6:17 p.m.

Robert Foley, Chairman

Diana T. Adams, Administrative Secretary

LEGISLATIVE SIGN-IN SHEET
1/16, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

THOSE SIGNING WILL RECEIVE A COURTESY COPY INFORMATION STATEMENT CONCERNING PUBLICATIONS OF DCA'S NOTICE OF INTENT.

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

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Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: February 21, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Bruce Fleming, Sr. Code Enforcement Officer

SUBJECT: Request to reduce Code Enforcement lien to \$3,000.00 for property located at 605 Magnolia Lane (reduced from \$35,810.23 to \$19,310.23 on 2/7/13)

On February 7, 2013, the Commission considered a request for a lien reduction at the subject property. After receiving testimony from the Code Enforcement Officer and the listing agent, on behalf of the property owner, the Commission voted unanimously to reduce the outstanding lien from \$35,810.23 to \$18,250.00 plus filing fees and interest, for a total outstanding lien of \$19,310.23.

On February 14, 2013, the listing agent submitted a new request for further consideration of yet another reduction of the outstanding lien on behalf of the property owner from \$19,310.23 to \$3,000.00.

RECOMMENDATION:

Staff recommends no further consideration of abatement of this lien provided the previously reduced amount is paid in full within 30 days of original reduction or the lien amount reverts back to the original amount of \$35,810.23.



"Not just a Home, it's an Investment"

136 Parliament Loop Ste. 1030,
Lake Mary, FL 32746
OFFICE: 407-688-4355 FAX: 407-688-4354 CELL: 407-687-0634

Freddie Crespo PA
136 Parliament Loop #1030
Lake Mary, FL 32746

City of Lake Mary
Attn: Honorable Mayor
Lake Mary City Commission
Carol Foster, City Clerk
RE: 605 MAGNOLIA LANE LAKE MARY FL 32746 (Code Enforcement Fine-Lien)

Good Evening Honorable Mayor,

I'm grateful for the opportunity you gave me to present the request to mitigate the lien on subject property back on February 7, 2013. After Fannie Mae (my client) reviewed the decision they had asked me to graciously request another hearing on this issue due to the high amount still due on subject property and present this appeal to the members on February 22, 2013 during your meeting. As you may know, Fannie Mae is dedicated to helping neighborhoods with restoring foreclosed and abandoned homes and establishing a well-balanced neighborhood between owner occupants and investors. They are dedicated to come alongside the different Cities and Counties and help with restoration efforts to keep neighborhoods looking within conformity.

My client would like to state that the subject home was immediately serviced after receiving the property after foreclosure. They are humbly requesting to lower the amount to \$3,000 and can be paid immediately by the Broker the next following day based on previous similar situations with similar compliance issues such as green pool and overgrown yards.

Once again I want to emphasize that both Fannie Mae and Investors Real Estate want to help the City of Lake Mary restore all Fannie Mae foreclosures even the ones that are not handled by Investors Real Estate. That will be our pledge to you. If at any time you need help with getting properties complied with, we can help expedite the process through our contacts at Fannie Mae. Thank you again for your time and for looking into this matter.

Sincerely,

Freddie Crespo



MEMORANDUM

DATE: February 21, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Resolution No. 916 - Finding Verizon Corporate Resources Group, LLC, be approved as a Qualified Applicant pursuant to Section 288.106, Florida Statutes

The attached Seminole County resolution and Interlocal Agreement are provided for your consideration by the Metro Orlando Economic Development Commission and Enterprise Florida, with cooperation and participation by Seminole County. As you know, the applicant, Verizon Corporate Resources Group, LLC, plans to create 750 new jobs on a phased schedule with an estimated 300 positions being established before the end of 2014, 150 more in 2015 and an additional 300 in 2016, with an average wage of \$50,000. This amount is greater than 115% of the 2011 annual average wage for Seminole County of \$44,778. Verizon qualifies for a QTI incentive of \$3,000 per job; the County matched the \$3,000 (base wage); the state gives a bonus of \$1,000 per job because the County matched the base wage; and an additional \$1,000 for a high impact sector (financial services) for a total of \$8,000 per job. The total QTI award is \$2,250,000 to be shared equally by the City and County. Assuming all conditions of the application are satisfied, our first payment of \$112,500 will be due in FY 2015. This Item is scheduled for the February 26th County Commission meeting and subject to an equal match by the City.

The applicant intends to establish a "Center of Excellence" in Lake Mary to co-locate various intra-company finance and accounting functions. They will temporarily occupy office space at 901 International Parkway while they construct their new 220,000 square foot Class A office facility shell at 899 Heathrow Park Lane. Construction is expected to begin soon. Anticipated capital investment is \$50,000,000, which will include \$30,000,000 for the construction of their new office facility, and \$20,000,000 for equipment. Aside from ad valorem, the City also gains other revenues including utility taxes, franchise fees, etc.

RECOMMENDATION:

Staff recommends approval of Resolution No. 916 and requests that the Mayor be authorized to execute the attached Interlocal Agreement.

Attachments

RESOLUTION NO. 916

A RESOLUTION OF THE CITY OF LAKE MARY , FLORIDA, FINDING THAT VERIZON CORPORATE RESOURCES GROUP, LLC, BE APPROVED AS A QUALIFIED APPLICANT PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH EQUIVALENT TO THE QTI PER JOB AWARD AMOUNT PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the business under consideration is Verizon Corporate Resources Group, LLC; and

WHEREAS, Verizon Corporate Resources Group, LLC is currently located at One Verizon Way, Mail Code 11W400A, Basking Ridge, New Jersey, 07920 and intends to establish a “Center of Excellence” in the City of Lake Mary to co-locate various intra-company finance and accounting functions; and

WHEREAS, Verizon Corporate Resources Group, LLC will make a capital investment of approximately FIFTY MILLION AND NO/100 DOLLARS (\$50,000,000.00) in the City of Lake Mary, including THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000.00) for the construction of a new office facility and TWENTY MILLION AND NO/100 (\$20,000,000.00) for equipment; and

WHEREAS, Verizon Corporate Resources Group, LLC will create a minimum of seven hundred fifty (750) new, high-level jobs over a three (3) year period beginning in 2014, with an average salary of FIFTY THOUSAND AND NO/100 (\$50,000.00), an amount greater than one hundred fifteen percent (115%) of the 2011 annual average wage for Seminole County according to the State of Florida Incentive Average Wage Requirements effective January 1, 2013; and,

WHEREAS, Enterprise Florida, Inc. has determined that Verizon Corporate Resources Group, LLC, qualifies as a QTI business pursuant to Section 288.106, Florida Statutes, and is eligible to apply for the Qualified Target Industry Tax Refund; and,

WHEREAS, in order for Verizon Corporate Resources Group, LLC to apply for certification as a QTI business, the Seminole County Board of County Commissioners must adopt a resolution recommending the approval of Verizon Corporate Resources Group, LLC as a QTI business and committing local financial support; and

WHEREAS, Seminole County has committed to provide TWO MILLION, TWO-HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) which is a one hundred percent (100%) match of the QTI per job award, exceeding the required QTI local participation and providing Verizon Corporate Resources Group, LLC, with important financial support pursuant to Section 288.106, Florida Statutes; and

WHEREAS, it is acknowledged that the local financial support of TWO MILLION, TWO-HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00), for QTI will be divided equally between Seminole County and the City of Lake Mary; and,

WHEREAS, the grant of local participation is a derivative of and dependent upon the monitoring and administration of the Tax Refund Program for QTI and High-Impact businesses by the State,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE MARY, FLORIDA, that:

Section 1. The City Commission hereby recommends Verizon Corporate Resources Group, LLC be approved as a QTI business pursuant to Section 288.106, Florida Statutes (2012); and

Section 2. The City of Lake Mary acknowledges that the Board of County Commissioners of Seminole County has determined the basis of the project's average private sector wage commitment calculation shall be a minimum of one hundred fifteen percent (115%) of the County average annual wage for 2011, effective January 1, 2013; and

Section 3. The necessary commitment of local financial support for the Qualified Target Industry Tax Refund Program exists for Verizon Corporate Resources Group, LLC in an amount not to exceed TWO MILLION, TWO-HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00), and that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" pursuant to Section 288.106, Florida Statutes.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAKE MARY, FLORIDA, THIS 21ST DAY OF FEBRUARY, 2013.

ATTEST:

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

CAROL A. FOSTER, CITY CLERK

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

REGARDING THE QUALIFIED TARGET INDUSTRY (“QTI”) TAX REFUND PROGRAM; RECOMMENDING THAT VERIZON CORPORATE RESOURCES GROUP, LLC, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH EQUIVALENT TO THE QTI PER JOB AWARD AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the business under consideration is Verizon Corporate Resources Group, LLC; and

WHEREAS, Verizon Corporate Resources Group, LLC is currently located at One Verizon Way, Mail Code 11W400A, Basking Ridge, New Jersey, 07920 and intends to establish a center of excellence in Seminole County to co-locate various intra company finance and accounting functions; and

WHEREAS, Verizon Corporate Resources Group, LLC will make a capital investment of approximately FIFTY MILLION AND NO/100 DOLLARS (\$50,000,000.00) in Seminole County, including THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000.00) for the construction of a new office facility and TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) for equipment; and

WHEREAS, Verizon Corporate Resources Group, LLC will create a minimum of seven hundred fifty (750) new, high-level jobs over a three (3) year period beginning in 2014, with an average salary of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), an amount greater than one hundred fifteen percent (115%) of the 2011 annual average wage of FORTY-

FOUR THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$44,778.00) for Seminole County according to the State of Florida Incentive Average Wage Requirements effective January 1, 2013; and

WHEREAS, Enterprise Florida, Inc. has determined that Verizon Corporate Resources Group, LLC, qualifies as a QTI business pursuant to Section 288.106, Florida Statutes, and is eligible to apply for the Qualified Target Industry Tax Refund; and

WHEREAS, in order for Verizon Corporate Resources Group, LLC to apply for certification as a QTI business, the Seminole County Board of County Commissioners must adopt a resolution recommending the approval of Verizon Corporate Resources Group, LLC as a QTI business and committing local financial support; and

WHEREAS, Seminole County has committed to provide up to TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) which is a one hundred percent (100%) match of the QTI per job award, exceeding the required QTI local participation and providing Verizon Corporate Resources Group, LLC with important financial support pursuant to Section 288.106, Florida Statutes; and

WHEREAS, it is acknowledged that the local financial support for QTI, payable by Seminole County will be divided equally between the City of Lake Mary and Seminole County; and

WHEREAS, the grant of local participation is derivative of and dependent upon the monitoring and administration of the Tax Refund Program for QTI and High-Impact businesses by the State,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR SEMINOLE COUNTY, FLORIDA, that:

Section 1. The Board of County Commissioners of Seminole County hereby recommends Verizon Corporate Resources Group, LLC be approved as a QTI business pursuant to Section 288.106, Florida Statutes (2012) Florida Statutes;

Section 2. The Board of County Commissioners of Seminole County has determined the basis of the project's average private sector wage commitment calculation shall be a minimum of one hundred fifteen percent (115%) of the County average annual wage for 2011, effective January 1, 2013;

Section 3. The necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program exists for Verizon Corporate Resources Group, LLC in an amount not to exceed TWO MILLION, TWO-HUNDRED AND FIFTY THOUSAND NO/100 DOLLARS (\$2,250,000.00); that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" pursuant to Section 288.106, Florida Statutes.

Section 4. This resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
ROBERT DALLARI, Chairman

MC/
P:\Users\MClarke\Economic Development\QTI Resolution - Verizon.doc

Authority: Section 288.106, Florida Statutes

**VERIZON CORPORATE RESOURCES GROUP, LLC
QUALIFIED TARGET INDUSTRY TAX REFUND INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and executed this ____ day of _____, 2013, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the “**COUNTY**”, and the **CITY OF LAKE MARY**, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as the **CITY**, for the purpose of facilitating the **CITY**’s and **COUNTY**’s Qualified Target Industry (“**QTI**”) award to **VERIZON CORPORATE RESOURCES GROUP, LLC**, hereinafter referred to as the **COMPANY**.”

W I T N E S S E T H:

WHEREAS, **COUNTY** and **CITY** are mutually desirous of entering into a cooperative venture to facilitate award of a QTI tax refund to **COMPANY**; and



WHEREAS, **COUNTY** and **CITY** have each agreed to make a QTI award to **COMPANY** in the amount of ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,125,000.00) for a total award not to exceed TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) for the Qualified Target Industry Tax Refund. The covenants of this Agreement represent the most practical, economic, and beneficial means to accomplish the parties’ objectives relating to the management of this award; and

WHEREAS, both parties hereby represent, each to the other, that they are legally empowered to enter into this Agreement and have done all steps necessary and incidental to the execution of this Agreement; and

WHEREAS, this Agreement is authorized under the provisions of Chapter 163, Florida Statutes, which authorizes the exercise by Agreement of two (2) or more public agencies of any power common to them,

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

Section 1. Recitals. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions associated with parties' joint management of the structures and oversight of a QTI award to COMPANY.

Section 3. Term. The initial term of this Agreement begins upon execution of this Agreement by the parties and shall remain in effect until December 31, 2017.

Section 4. CITY's Responsibilities.

(a) CITY agrees to pay to COUNTY its portion of the QTI award for COMPANY, in the amount of ONE MILLION ONE-HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,125,000.00) upon approval and execution of this Agreement.

(b) CITY agrees that COUNTY will provide complete oversight, monitoring, and management of the award to COMPANY in conjunction with the State of Florida, including oversight, monitoring, and management for that portion of the award paid by CITY.

Section 5. COUNTY's Responsibilities.

(a) COUNTY agrees to provide complete oversight, monitoring, and management of the award to COMPANY on behalf of COUNTY and CITY.

(b) COUNTY shall, on an annual basis, make the required reimbursement for the entire local matched amount from both CITY and COUNTY, for the COMPANY directly to the State of Florida.

(c) As they are obtained from COMPANY, COUNTY shall forward copies of annual project reports required by the State of Florida to CITY and further agrees to notify CITY when all obligations under the award have been satisfied.

(d) In the event of COMPANY's failure to comply with its responsibilities under the award, then COUNTY agrees to refund to CITY such award monies as remain unpaid from CITY's contribution to the award at the time of said default.

Section 6. Default by the Company. In the event of COMPANY's failure to comply with its responsibilities under the award or in the event that it otherwise defaults, any award monies refunded or not refunded to COUNTY or CITY will be shared equally by COUNTY and CITY respective to each award.



Section 7. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

James K. Hartmann, County Manager
1101 East 1st Street
Sanford, Florida 32771

For CITY:

Jackie Sova, City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party which notice can also be sent via facsimile transmission. A record of such communications shall be maintained by both parties.

Section 8. Termination. Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party.

Section 9. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 10. Indemnification.



(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the law of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

Section 11. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of

copartners between the parties, or as constituting CITY, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

Section 12. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 13. Equal Opportunity Employment. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 15. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments, hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The

parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 16. Force Majeure . In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder, provided, however, that performance shall recommence upon such event ceasing its effect.

Section 17. Modifications, Amendments or Alterations . No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 18. 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 this 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 affected. To that end, this Agreement is declared severable.

Section 19. Binding Effect . This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and designees of the parties.

Section 20. Public Records Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

Section 21. Records and Audits . The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials

available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

Section 22. Conflicts of Interest

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the Legislature in contravention of Section 216.347, Florida Statutes. The occurrence of an event of ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

Section 23. Compliance with Laws and Regulations . In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 24. Dispute Resolution. Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties and the provisions of Chapter 164, Florida Statutes.

Section 25. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

Section 26. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 27. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement shall bind the parties, their assigns, and successors in interest.

Section 28. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 29. Counterparts. This Agreement 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk
City of Lake Mary

By: _____
DAVID MEALOR, Mayor

Date: _____

Approved as to form and legal sufficiency.

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.



By: _____
ROBERT DALLARI, Chairman

Date: _____

For the use and reliance
County only.

As authorized for execution by the Board of Seminole
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and legal sufficiency.

County Attorney

MC/sjs
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MEMORANDUM

DATE: February 21, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Ordinance No. 1481 - Preliminary and Final Planned Unit Development (PUD) for The Station House, located south of Wilbur Ave., north of E. Crystal Lake Ave., and west of Old Lake Mary Rd. - First Reading (Public Hearing) (Steve Noto, Planner)

REFERENCE: City's PUD Regulations, Code of Ordinances, and Comprehensive Plan.

REQUEST: The applicant proposes to rezone the subject property to PUD to allow for the construction of a 200-unit luxury apartment development.

DISCUSSION:

Location: The 3.2 +/- acre subject property is generally located south of Wilbur Ave., west of Old Lake Mary Rd., and north of E. Crystal Lake Ave. The project boundaries extend to a portion of the North 1st Street right-of-way (ROW) and an alleyway west of said North 1st Street ROW.



Station House Rendering

Background and Economics: Over the last several years, the City has been actively setting the “regulatory table” in preparation for downtown redevelopment and SunRail. This has encompassed a revamped Downtown Master Plan, the creation of the Transfer of Development Rights/Density Bonus (TDR) program, Transit Oriented Development (TOD) overlay district, and planned capital improvements. The City has also been strategically purchasing property Downtown that could play a key role in the long term development of the area.

This project is a culmination of all of those efforts. The City currently owns the land; Walter’s Electric will be moving their business as part of the land sale. The subsequent development has a construction value of approximately \$28 million dollars. This will result in a much healthier taxable valuation for all of the properties compared to what is there today and serve as a catalyst for additional redevelopment.

If approved, it is likely that this project will be one of the first TOD projects to be approved and constructed along the entire SunRail line. It will also help the City achieve its goals of promoting downtown redevelopment, creating a more walkable community, and getting bodies downtown.

Zoning:

NW R1A/C1/ PO	N R1A/C1/ PO	NE R1A/PO
W R1A/C1	SITE DC	E DC
SW DC	S DC	SE DC

Future Land Use:

NW DDD	N COM/D DD/LDR	NE COM/D DD/LDR
W DDD	SITE DDD	E DDD
SW DDD	S DDD	SE DDD

PUD PLAN: The subject property has Downtown Development District (DDD) land use, and DC, Downtown Centre, zoning. The project will consist of the following:

- 200 unit multi-family building
- Parking garage with 314 spaces (67 of which are dedicated for use by the general public)
- 43 on-site surface parking spaces
- 70 public, on street parking spaces
- 10 additional on street parking space for exclusive use by the property owner/users of the project (located in front of the amenities building)
- Amenities Building
- Pool and outdoor amenities
- Dog park
- Trash Compactor

The apartment units will be given Certificates of Occupancy in three phases, as shown on Sheet A-1.21. After the site work is complete, Phase 1 will consist of the western 68 units, amenities building, and parking garage. Phase 2 will consist of 56 units in the middle of the building, and Phase 3 will consist of the remaining 76 units adjacent to the parking garage.

Proposed setbacks are as follows:

- Southwest property line: 20'
- E. Crystal Lake Ave.: 0'
- Old Lake Mary Rd.: 0'
- E. Wilbur Ave.: 0'
- Northwest property line: 15'
- Northern alley line: 20'

Due to the size of the property, the applicant is requesting a Vacation of the southern half of N. First St. (between E. Crystal Lake Ave. and E. Wilbur Ave.), and a ROW Use Agreement for the northern half of N. First St. and for the alleyway to the west of N. First St. The Vacate and ROW Use Agreement are separate agreements needed to construct the apartment building, parking garage structure, surface parking, and landscape buffers.

Amenity and Apartment Buildings – The amenities building is two-stories tall; 38' 2" to the top of the chimney, 26' 8" to the load bearing wall. It will house the mailboxes, fitness room, aerobics room, outdoor kitchen, fireplace, and covered deck. It is adjacent to the pool and other outdoor amenities.

The main apartment building is four stories tall; 44' +/- to the load bearing wall. The height to the roof peak is 60' +/- . The height of the architectural feature at the corner of E. Crystal Lake Ave. and Old Lake Mary Rd. is 76' to the top of the spire. The height of all other corner architectural features is 58' +/- . The façades of the building will be broken up by assorted architectural elements such as varying depths, columns, roof overhangs, and landscaping.

Minimum unit sizes are as follows:

- One Bedroom: 640 SF
- Two Bedroom: 940 SF
- Three Bedroom: 1,200 SF

Currently, there are 112 one bedroom units, 76 two bedroom units, and 12 three bedroom units planned.

Density Bonus – The property size is 3.2 +/- acres. The applicant has requested use of the City's density bonus program to allow for 62.5 dwelling units per acre. This program was put in to place in 2011 to allow for additional flexibility in the downtown. The provisions of the bonus are outlined in the PUD agreement.

Landscaping – The PUD agreement goes into great detail outlining the specifics of each buffer requirement. Generally, the buffer widths and number of plantings per buffer is consistent with the City's land development code. Staff recognizes the density and design of the project, and requested the applicant to plan accordingly.

That said, the building perimeter will be buffered with a mixture of palm trees, viburnum hedges, bamboo, and assorted groundcover. The two internal courtyards will have a mix of palm trees, crape myrtles and assorted groundcover. Staff feels that the mixture of plantings will help achieve a synergy of decorative functionality that is needed for this type of project.

At the northeast corner of the property, a dog park will be provided for the residents. It will be bordered by a brick wall with aluminum fencing. There will also be project signage provided, as outlined further, below.

Lighting – All lighting conforms with all relevant code requirements, and as outlined in the PUD. All building mounted lightning will be downward directed.

Parking – There will be a total of 437 parking spaces provided by the project. 314 of the spaces will be in the parking garage, 67 of which will be below the resident only gate. Therefore, the general public will have the ability to utilize those spaces. Forty-three parking spaces will be provided on-site for residents only.

80 on-street spaces will be provided within the E. Crystal Lake Ave., Old Lake Mary Rd., and E. Wilbur Ave. right-of-ways. However, only 10 of those spaces will be exclusively for the project. All that being said, 300 of the 437 spaces are exclusively for the project (1.5 spaces per unit).

Parking Garage – The 53' tall, 3.5 level parking garage has a grand total of 314 spaces. The PUD agreement proposes that up to 10 of the spaces can be motorcycle and up to 100 of the spaces can be compact (7.5' x 17' in lieu of 9' x 18'). There are 67 spaces on the ground level, below the resident only gate that can be used by the general public. The remaining 247 spaces are for residents only.

Signage – Signage details are shown on Sheet H2.00 of the PUD plan. There will be two project identification signs. One will be in the form of a monument sign at the northeast corner of the project, facing Old Lake Mary Rd.; the other will be in the form of a wall sign that is perpendicular to the building. The monument sign will have the City and Downtown logo placed on it.

Traffic Impact – In 2002, the City contracted with Rockett and Associates, TEI, Inc. to determine traffic impacts with a 25% build out scenario within the boundary of the downtown. That said, taking into account SunRail, the study showed, that with a 25% build out scenario, 287,475 sq. ft. of retail, and 562 residential units could be built within the downtown utilizing the current roadway Levels of Service. The threshold of Country Club Road could reach 16,900 daily vehicles, and no widening would be necessary.

While not an official Development of Regional Impact (DRI), this data has helped staff treat traffic impacts in the downtown as would be done for a DRI. Having said that, staff has calculated that approximately 70,000 sq. ft. of retail and 0 sq. ft. of residential has been constructed since 2002. It should be noted, on the residential front, that since 2002, staff has calculated that more homes have been demolished in the downtown than have been built due to redevelopment projects by the City, Shaw Construction, and the SunRail project.

Taking the above information into account, the applicant provided a traffic statement for our records. The data made available by the applicant's traffic engineer has provided staff ample information to update the total trips remaining within the downtown. That said, there are 362 residential, and approximately 217,000 sq. ft. of retail entitlements remaining of the 25% build out scenario. Further, per staff's discussions with Seminole County Engineering, recent traffic counts show Country Club handling approximately 10,000 daily trips; far below the maximum allotted for the 25% build out scenario.

It should be noted that while the above data is accurate, the City is working with CPH Engineers to study the potential for traffic circles on Country Club Rd. as well as adding decorative roadway improvements in the immediate vicinity of the Station House, which include raised crosswalks for pedestrians. It is staff's opinion that these improvements will have a positive effect on traffic in the area and assist in managing the additional vehicular impact.

Trash Compactor – The trash compactor will be located in the E. Wilbur Ave. right-of-way. The applicant will be providing a screen wall and dense landscaping along the perimeter to conceal it from public view.

Water/Sewer, and Stormwater – Water and sewer facilities are already provided for within the E. Crystal Lake Ave., and Wilbur Ave. ROW's. The applicant will be required to construct and pay for the connections to those utilities. Per the sale contract with the City, stormwater for the project will be accommodated by an off-site master drainage system, which the City will be constructing and paying for.

FINDINGS OF FACT: Staff finds that the request for Preliminary and Final Planned Unit Development for The Station House is consistent with Section 154.61 (D) (2) (d) 1-4 of the City's Land Development Code, the City of Lake Mary Comprehensive Plan, and recommends approval.

PLANNING AND ZONING BOARD: At their regular January 22, 2013 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the proposed Preliminary and Final PUD.

ATTACHMENTS:

- Ordinance No. 1481
- Developer's Agreement (As Attachment to Ordinance)
- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- PUD Plan
- Color renderings
- January 22, 2013 Planning & Zoning Board Minutes

ORDINANCE NO. 1481

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED NORTH OF EAST CRYSTAL LAKE AVENUE, EAST OF OLD LAKE MARY ROAD, SOUTH OF EAST WILBUR AVENUE, AND WEST OF NORTH SECOND STREET, HEREIN DEFINED FROM THE PRESENT CITY ZONING CLASSIFICATION OF DC, DOWNTOWN CENTRE, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, EPOCH Properties Inc., Applicant, has petitioned the City of Lake Mary, Florida, to rezone the following described properties located within the City of Lake Mary, Florida, which are currently in a zoning classification of DC, Downtown Centre; 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 January 22, 2013 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 DC, Downtown Centre, 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: February 21, 2013

SECOND READING: March 7, 2013

PASSED AND ADOPTED this 7th day of March, 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

Prepared by:

CPH
1117 E. Robinson Street
Orlando, FL 32801

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

**THE STATION HOUSE
PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") entered into this ____ day of _____, 2013, among the **CITY OF LAKE MARY**, a municipal corporation, formed and existing under the laws of the State of Florida, hereinafter referred to as the "City", and **STATION HOUSE APARTMENTS, LLC**, a Florida limited liability company, whose address is 359 Carolina Avenue, Suite 200, Winter Park, Florida, 32789, hereinafter referred to as "Developer".

PREMISES

1. The property located in the City of Lake Mary, Seminole County, Florida, known as The Station House, is described in **EXHIBIT "A"**, attached hereto, and by reference incorporated herein. Said property shall be referred to hereafter as the "Property" or "Project."
2. The Developer desires to develop the Property in accordance with that certain Planned Unit Development Ordinance No. _____ adopted by the City on _____, 2013, and applicable ordinances and codes of the City of Lake Mary not inconsistent with the terms and provisions of this Agreement.
3. Certain common facilities which will not be dedicated to the City of Lake Mary have been designed by the Developer. The term "common facilities" and/or portions thereof as used herein includes certain landscaped areas, and such other private facilities.
4. The City is authorized to regulate the development of the Property. The Developer shall develop the Property only as specified in the Preliminary/Final Development Plan consistent with all conditions and requirements in City Code and this Agreement.
5. The City and Developer entered into that certain Contract for Sale and Purchase (Ordinance No. 1456) dated on or about February 16, 2012, (the "Contract").
6. The City and Developer entered into that certain Parking Garage Agreement dated _____, 2013 and recorded at Official Record Book _____, Pages ____ through ____ of the Public Records of Seminole County, Florida (the "Garage Agreement").

7. 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 of Lake Mary that contradict the terms and provisions of this Agreement. The current provisions of the Land Development Code, as may be amended from time-to-time, shall be applicable unless inconsistent with the provisions of this PUD Agreement.

NOW, THEREFORE, the parties agree as follows:

1. 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 in accordance with the Preliminary/Final Development Plan attached hereto as **EXHIBIT "B"** (the "Preliminary/Final Development Plan").

2. Permitted Uses. The permitted uses of the Property are as set forth below and no other uses shall be permitted except as conditional uses approved in accordance with and pursuant to the regulations of the City of Lake Mary Code.

200 Apartments and the following accessory uses, including but not limited to:

Clubhouse/Activities Center

Fitness Center

Entertainment Terrace

Swimming Pool (with outside fireplaces, grilling area and other such amenities)

Leasing Office

Game Room

Ground plus 3.5 level Parking Structure

Dog Park

Dog Wash

Any other similar support use, as may be deemed appropriate by the City Commission.

3. Lot Recombination. Developer shall submit to the City a Lot Recombination Application for approval prior to obtaining any building permit for construction of improvements on the Property.

4. Site Plan Approval. Developer shall submit to the City a site plan for approval prior to obtaining any building permit for construction of improvements on the Property.

5. Off-Site Improvements.

(a) Streets and Access. Access drive improvements shall be provided simultaneously with the development of the Property. City and Developer shall coordinate regarding installation responsibilities for the portion of the access drive that falls within the rights-of-way. The portion of the access drives that fall within the rights-of-way shall be maintained by the City. Specific access drive locations and corresponding cross-sections are depicted on the Preliminary/Final Development

Plan, as shown on attached **EXHIBIT "B"**. Vehicular access to the Property shall include the following:

- (i) Access Drive – E. Crystal Lake Avenue. The E. Crystal Lake Avenue gated access drive shall include a twenty-two foot (22') wide roadway section measured from face of curb to face of curb.
 - (ii) Access Drive – E. Wilbur Avenue. The E. Wilbur Avenue access drive to the Parking Structure shall include a twenty-two foot (22') wide roadway section measured from face of curb to face of curb.
 - (iii) Trash Room Access - E. Wilbur Avenue. Access to the trash room (located in the parking structure) shall be eight foot (8') wide minimum measured from face of curb to face of curb.
- (b) Sidewalks. Sidewalks within E. Crystal Lake Avenue, Old Lake Mary Road and E. Wilbur Avenue rights-of-way shall be a minimum of five foot (5') wide. The reduced sidewalk width will allow for additional landscape buffering and separation between the public area and the private porches. The sidewalk reduction along Old Lake Mary Road will allow canopy trees or date palms or other comparable palms approved by City to be planted along the building façade. When the sidewalk is located adjacent to public roadway, the minimum width may include an integral curb. The integral curb detail is depicted on the Preliminary/Final Development Plan. All such sidewalks shall be installed by the City at the City's expense. Such sidewalks within the rights-of-way shall be maintained by the City.
- (c) Landscaping and Irrigation. Landscaping and irrigation within E. Crystal Lake Avenue, Old Lake Mary Road and E. Wilbur Avenue rights-of-way shall be generally in accordance with that shown on the Preliminary/Final Development Plan. All such landscaping and irrigation as shown thereon shall be installed and maintained by the Developer.
- (d) Street Lighting. Lighting within the E. Crystal Lake Avenue, Old Lake Mary Road and E. Wilbur Avenue rights-of-way shall be installed and maintained by the City at the City's expense. City shall be responsible for operation costs of said lighting.
- (e) Pavers. The Developer may install brick or other decorative pavers at the common area south of the pool and at all sidewalk connections to the sidewalk located within Old Lake Mary Road right-of-way. The pavers which extend into E. Crystal Lake Avenue and/or Old Lake Mary Road rights-of-way will be maintained by the Developer. City and Developer shall coordinate regarding installation of said pavers adjacent to City sidewalks.
- (f) Sawtooth Parking. The sawtooth parking configuration within E. Crystal Lake Avenue and E. Wilbur Avenue rights-of-way shall be generally in accordance with that shown on the Preliminary/Final Development Plan. All such parking as

shown thereon shall be installed by the City at the City's expense, and the time of completion shall be coordinated with Developer to prevent delays in Developer obtaining Certificates of Occupancy. Such parking within the rights-of-way shall be maintained by the City.

- (g) Trash Compactor. The trash compactor located within the E. Wilbur Avenue right-of-way will be installed and maintained at the Developer's expense. A trash compactor screening wall shall be provided with Tex-cote finish, or similar, over concrete masonry units and gates of sufficient height and dimensions to conceal the compactor from public view. A minimum forty-eight inch (48") continuous evergreen screen shall be installed around the perimeter of the screening wall.
- (h) Sewer and Water Lines. Developer agrees to grant any and all utility easements to the City which the City deems reasonably necessary. Developer shall tie into existing pipes and laterals at the Property line. All sewer and water lines within the Crystal Lake Avenue, Old Lake Mary Road and/or Wilbur Avenue rights-of-way shall be installed by the City at the City's expense. Developer will remove and/or grout fill the portions of existing AC, water line as needed along Crystal Lake Avenue. Construction of the sewer and water lines shall be complete within 180 days of the Developer's closing on property. All sewer and water lines in public right-of-way (ROW) shall be maintained by the City. The Developer is responsible for the relocation of the existing water line within First Street right-of-way between E. Wilbur Avenue and E. Crystal Lake Avenue.
- (i) Stormwater. Project stormwater treatment is to be accommodated by an off-site master drainage system permitted and installed by the City at the City's expense in accordance with the "Contract". Such stormwater drainage and detention shall be maintained by the City. Developer shall tie into connection points S7 and S32. City will provide stub outs to the property from manholes S19, S21, S27, S28 and S30. The stormwater improvements shall be completed within 270 days from date of acquisition of the Property by Developer from City.

To the extent permitted by law, Developer shall indemnify and hold harmless the City from and against any and all claims, demands, disputes, damages, costs, expenses (to include, but not limited to, attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful acts or omissions of Developer or its employees or agents regarding the Developer's use of the City's stormwater system.

In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party including, but not limited to, those now in effect and hereafter adopted if not inconsistent with the provisions of this PUD Agreement.

Construction of the stormwater treatment system shall be complete within 270 days of the Developer's closing on Property.

The Developer is responsible for any and all secondary systems (i.e. roof drain tie-ins and other site related drainage improvements) required to convey the Project stormwater to the stormwater connection installed by the City, located in the City's right of way contiguous to the boundary line of Developer's Property.

Upon completion of construction of the secondary system, Developer shall be perpetually responsible for the maintenance of that secondary system in conformance with any permitting conditions. Further, at all times Developer agrees that its maintenance standards of the secondary system shall be equal to or greater than the minimum maintenance standards required by the City's stormwater permit. If Developer's functional stormwater maintenance standards for the secondary system fail to meet these minimum standards, then City may perform such maintenance work as necessary to achieve the minimum functional standards set forth in the permit and assess its costs and expenses against the Developer. Developer is prohibited from, and is charged with preventing, the dumping of any hazardous substance into the City's stormwater system.

6. Future Development. It is contemplated by the entry into this Agreement that all development of the Project 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 modified by this Agreement or by action of the City. Development of the Property shall be governed by the following conditions:

- (a) Setbacks. Setbacks shall be measured from property line to the predominant face of building, excluding building face appendages, roof overhangs, signage, awnings, lighting, and building foundations, as follows:
 - (i) Southwest Property Line – twenty feet (20')
 - (ii) E. Crystal Lake Avenue – zero feet (0')
 - (iii) Old Lake Mary Road – zero feet (0')
 - (iv) E. Wilbur Avenue – zero feet (0')
 - (v) Northwest Property Line – fifteen feet (15')
 - (vi) Northern Alley Line – twenty feet (20')

All setbacks required may include therein parking, access drives, landscaping, hardscaping and/or utilities.

Building face appendages, roof overhangs, signage, awnings, lighting, and building foundations may encroach into the E. Crystal Lake Avenue, Old Lake Mary Road and/or E. Wilbur Avenue rights-of-way up to five feet (5'). Developer agrees to indemnify and hold harmless the City from and against any and all claims, demands, disputes, damages, costs, expenses (to include, but not limited to, attorney's fees whether or not litigation is necessary and, if necessary,

both at trial and on appeal) as a result, directly or indirectly, of its negligence or wrongful acts in connection with these encroachments.

(b) Minimum Unit Size.

- (i) 1 Bedroom – Six-hundred forty square feet (640 SF)
- (ii) 2 Bedroom – Nine-hundred forty square feet (940 SF)
- (iii) 3 Bedroom – One-thousand two-hundred square feet (1,200 SF)

(c) Height. The established building height shall not exceed fifty-two feet (52'), as measured from the first floor slab (ground floor) to the highest point of the typical exterior bearing walls. The height of pitched roofs, stair tower walls and roofs, balcony walls and roofs, chimneys, cupolas, elevator bulkheads, and similar roof structures shall not exceed eighteen feet (18') above the established building height. The highest point of the corner icon tower and spires shall not exceed twenty-nine feet (29') above the established building height.

Height of parking structure wall shall not exceed fifty-three feet (53').

The first floor slab elevation shall be not less than six inches (6") above surrounding grade except where adjacent to paved surfaces and entrances. The first floor slab elevation shall not exceed twenty-four inches (24") above surrounding finish grade.

(d) Open Space Provided. Fifteen percent (15%). Open Space includes sidewalks (concrete and paved); turfblock areas; hardscape areas within the courtyards; all paved areas outside of the pool amenities area; and landscaped/grassed areas.

(e) Density Bonus. The density of this project is 62.5 dwelling units per acre (based upon 200 units/3.2 acres). The additional density is permitted via this Development Agreement and the City's Density Bonus program.

(f) Parking. Parking for the Project shall include a minimum of three hundred (300) spaces (one and one-half (1.5) spaces per apartment) consisting of spaces to be located on-site, within the Parking Garage and ten (10) off-site spaces for exclusive use by Owner located within the Crystal Lake Avenue right-of-way, immediately south of the swimming pool common area.

(i) Parking Garage. Developer shall construct a ground plus three and one-half (3.5) level parking structure ("Parking Garage") on the Property in accordance with the Garage Agreement and the following:

- (1) The Developer shall grant City an easement for City's perpetual use of sixty-seven (67) parking spaces on the first floor and a portion of the second floor for public use up to the gate, as shown on **EXHIBIT "B"**; provided such is in compliance with the Parking Garage Agreement and does not violate any provision of this PUD Agreement.

Public access for those parking in the Parking Garage through the Property will be provided by sidewalk from the Parking Garage to E. Crystal Lake Avenue, as shown on EXHIBIT "B". Developer agrees to grant the City an easement for said public access after completion of the Parking Garage to the City's satisfaction, as provided in the Garage Agreement. The Developer will retain use of the remaining parking spaces. Resident parking shall be gated, but not public parking on the first floor and a portion of the second floor up to the gate. A Parking Garage Detail/Building Section is shown on EXHIBIT "C".

- (2) Minimum parking space: nine feet by eighteen feet (9' x 18').
 - (3) Minimum motorcycle parking space: three feet by ten feet (3' x 10'), where motorcycle spaces are provided in lieu of automobile spaces, not more than ten (10) spaces of the automobile spaces may be converted.
 - (4) Minimum compact parking space: seven and one-half feet by seventeen feet (7.5' x 17'). Up to one-hundred (100) spaces of the parking structure spaces may be designed as compact spaces.
 - (5) Parking spaces may include encroachments for building structure, utilities, and fall protection for pedestrians or vehicles.
 - (6) Minimum drive aisle: twenty-two feet (22').
- (ii) On-site Surface Parking. Developer shall construct on-site parking, as follows:
- (1) Minimum parking space: nine feet by eighteen feet (9' x 18'). Two feet (2') of the parking space depth may include landscaped area consisting of groundcover. If vehicles overhang the landscaped area, tree trunks and shrubs shall be planted three feet (3') from the edge of the parking space.
 - (2) Minimum motorcycle parking space: three feet by ten feet (3' x 10'). Where motorcycle spaces are provided in lieu of automobile spaces, not more than five (5) spaces of the automobile spaces may be converted.
 - (3) Minimum compact parking space: seven and one-half feet by seventeen feet (7.5' x 17'). Up to fifteen (15) spaces of the parking on-site spaces will be designed as compact spaces.
 - (4) Minimum drive aisle: twenty-two feet (22').

- (g) Sidewalks. Sidewalks located within the Property shall be a minimum width of forty-four inches (44"). The minimum width is requested in order to accommodate additional landscape area between the vehicular use area and the building façade/private porches. When the sidewalk is located adjacent to a drive aisle, the minimum width may include an integral curb. The integral curb detail is depicted on the Preliminary/Final Development Plan.
- (h) Signage. Signage criteria within the Project that is not addressed in this Agreement shall be governed in accordance with the City's signage ordinances and City of Lake Mary Code. Signage within the Project shall be as provided in the Code and as follows:
- (i) Ground Mounted Site Identification Sign
 - Quantity: up to two (2)
 - Thirty-five square feet (35 s.f.) copy area per sign face
 - Nine feet (9') height
 - Fourteen feet (14') width
 - Zero foot (0') setback from the property lines
 - (ii) Building Wall Mounted Identification Sign
 - Quantity: up to three (3)
 - Fifty square feet (50 s.f.) copy area per sign face
 - Maximum projection of five feet (5') within right-of-way.
 - (iii) Directional Signs
 - Quantity: not limited
 - Sixteen square feet (16 s.f.) copy area per sign face
 - Copy limited to: Street address directions, service and delivery entrance signs.
 - These signs shall not count towards the total permitted square footage for the Project.
 - (iv) City Welcome Sign, Downtown Logo and City Seal to be installed at City's expense.
 - Six square feet (6 s.f.) copy area
 - Copy area incorporated on the base of the ground mounted site identification sign on the corner of E. Wilbur Avenue and Old Lake Mary Road.
 - One Downtown Logo and one City Seal will be mounted on the columns of the ground mounted sign.
 - Copy area of the City welcome sign shall not count towards the thirty-five square feet (35 s.f.) of copy area on ground mounted site identification sign.
 - Zero foot (0') setback from the property lines.
- (i) Lighting. Lighting within the Project shall be as follows:

- (i) Parking lot lighting:
 - Illumination onto adjacent properties shall not exceed one-half foot-candles (0.5 f.c.).
 - Lighting fixtures for wall mounted and pole mounted shall be downward directed.
 - The maximum height of the light poles and wall packs shall be sixteen feet (16'), including the base.
 - The minimum setback of a light source from a property line shall be a horizontal distance of zero feet (0').

- (ii) Pool Lighting:
 - Illumination shall meet city and state requirements for night swimming should Developer desire to provide night swimming.
 - Lighting fixtures shall be downward directed.
 - The maximum height of the light poles shall be sixteen feet (16'), including the base.
 - The minimum setback of a light source from a property line shall be a horizontal distance of zero feet (0').

- (iii) Signage lighting:
 - Light fixtures for the directional signs shall be downward directed, internally back-lit, or up-lit with ground mounted fixture.
 - Building mounted signs shall be back-lit internally or a downward directed fixture.
 - Monument sign may be back-lit internally, up-lit with a ground mounted fixture, or lit with a downward directed fixture.

- (iv) Building lighting:
 - Exterior porches and balconies will be lit by wall sconce fixtures and/or ceiling mounted fixtures.
 - Building entrances and exits will be lit with decorative and security lighting utilizing wall mounted fixtures and ceiling downlights where appropriate.
 - Building exterior decks to have amenities including decorative wall mounted fixtures, ceiling mounted downlighting, directional lighting, decorative string lighting and accent lighting.
 - Tower will be internally back lit and/or lit with an uplight (an up direction fixture shining on the interior of the roof).

- (v) Parking structure:
 - Lighting will be provided to meet required life safety and security needs.
 - Interior Light fixtures will be specified and located to minimize direct view of the lamps from adjacent properties and apartments.
 - Roof deck parking poles will be kept at minimal height to provide adequate lighting.

- Inward directed wall packs and bollard lighting may be used to minimize the light pole requirements and direct view of light fixtures.
- All pole lighting fixtures shall be a dark sky compliant horizontal cutoff design.

(j) Landscaping.

(i) Buffer Yards. Buffer yards shall be required between contiguous property boundaries of the Project and rights-of-way as follows:

- (1) Southwest Property Line – average buffer width three feet (3’).
- (2) E. Crystal Lake Avenue – average buffer width four feet (4’).
- (3) Old Lake Mary Road – average buffer width five feet (5’).
- (4) E. Wilbur Avenue – average buffer width three and one-half feet (3.5’).
- (5) Northwest Property Line – average buffer width fifteen feet (15’).
- (6) Northern Alley Line – average buffer width ten feet (10’).

Said buffers may extend into surrounding rights-of-way. An enlargement plan and cross-section of the building trellis/planting is depicted in the Preliminary/Final Development Plan.

(ii) Properties fronting or separated by rights-of-way. The portion of the project having road frontage shall be required to include the following buffer elements for each one-hundred linear feet (100 l.f.) or fraction thereof:

- (1) E. Wilbur Avenue: One (1) canopy per one-hundred linear feet (100 l.f.) (Total six (6) canopy trees); two (2) understory per one-hundred linear feet (100 l.f.) (Total twelve (12) understory trees); ten (10) shrubs per one-hundred (100 l.f.) (Total 58 shrubs).
- (2) Old Lake Mary Road: Two (2) canopy per one-hundred linear feet (100 l.f.) (Total eleven (11) canopy trees); two (2) understory per one-hundred linear feet (100 l.f.) (eleven (11) understory trees); ten (10) shrubs per one-hundred linear feet (100 l.f.) (Total 53 shrubs).
- (3) E. Crystal Lake Avenue: One (1) canopy per one-hundred linear feet (100 l.f.) (Total six (6) canopy trees); Zero (0) understory per one hundred linear feet (100 l.f.) (Total zero (0) understory trees); ten (10) shrubs per one hundred linear feet (100 l.f.) (Total fifty (50) shrubs).

- (iii) Contiguous Properties. The portion of the Project adjacent to other properties shall be required to include the following buffer elements for each one-hundred linear feet (100 l.f.) or fraction thereof:
- (1) West of Clubhouse Buffer: 2 canopy trees per 100 l.f. (Total 4 canopy trees); 0 understory per 100 l.f. (Total 0 understory trees); 30 shrubs per 100 l.f. (Total 40 shrubs).
 - (2) North Alleyway Buffer: 0 canopy trees per 100 l.f. (Total 0 canopy trees); 10 understory/bamboo per 100 l.f. (Total 39 bamboo); 30 shrubs per 100 l.f. (Total 115 shrubs).
 - (3) West Parking Garage Buffer: 9 canopy/bamboo per 100 l.f. (Total 11 bamboo); 0 understory per 100 l.f. (Total 0 understory trees); 30 shrubs per 100 l.f. (Total 35 shrubs).
- (iv) Vehicular Use Area Landscaping. Landscaping shall be provided for interior vehicular use areas to provide visual and climatic relief from broad expanses of pavement, and to channelize and define pedestrian and vehicular traffic, as follows:
- (1) Interior landscape areas shall be dispersed so as to limit unbroken rows of parking to a maximum of one-hundred feet (100'). Each landscape break shall be a minimum of one-hundred eighty square feet (180 s.f.), exclusive of curbs and/ or pavement.
 - (2) At least one (1) canopy tree shall be provided in the interior landscape areas for every ten (10) exterior (not deck) parking spaces.
 - (3) The parking structure shall be screened using twenty-three (23) bamboo plantings. At the time of planting the bamboo will be fifteen feet (15') in height and will have a mature height of thirty feet (30') to forty feet (40').
- (v) Planting Standards and Requirements.
- (1) Quality – Plant materials shall equal or exceed the Florida No. 1, as given in “Grades and Standards for Nursery Plants”, Part I, 1963, and Part III, State Department of Agriculture, amendments thereto.
 - (2) Trees – Required tree plantings shall be measured by height, defined as the top of the crown to the base of the trunk at the ground surface after planting; caliper, defined as the radius of the trunk measured one foot (1') above the ground surface after planting; and crown spread, defined as the radius of the circumference of the tree limbs and branches.

- (3) Canopy trees shall have a single, straight trunk to a minimum height of four feet (4'), a minimum height of fifteen feet (15'), a minimum caliper of three inches (3"), and a minimum crown spread of six feet (6').
- (4) Understory trees shall have a minimum height of eight feet (8'), a minimum caliper of two inches (2"), and a minimum crown spread of four feet (4').
- (5) Bamboo shall be a minimum of six feet (6') in height immediately upon planting.
- (6) Hedges shall be a minimum of two feet (2') in height immediately upon planting, and reach an average height of thirty inches (30") within one (1) year after planting.
- (7) Groundcover used in lieu of grass shall be planted in a manner as to present a finished appearance.

(vi) City Landscaping Funds and Developer Maintenance Obligations.

- (1) The City's financial contribution towards landscape improvements, the "Landscaping Funds", is addressed in the "Contract". and Parking Garage Agreement.
- (2) As to all the landscaping and irrigation shown on the Preliminary/Final Development Plan, the Developer agrees to do as follows:
 - (a) Plant, maintain, replant, water and fertilize the landscape material planted by the Developer in connection with the approved landscaping plan as shown in this PUD Agreement and the Preliminary/Final Development Plan.
 - (b) Cause the Landscaping to be undertaken, completed and maintained pursuant to this Agreement, and the Preliminary/Final Development Plan.

(k) Walls. Walls within the Property boundary shall be constructed of CMU masonry block with brick finish or Norwegian brick. Brick color and style to match architectural brick on the building.

- (i) No setback from property line shall be required for site walls.
- (ii) Wall footers may encroach into the E. Crystal Lake Avenue, Old Lake Mary Road and/or E. Wilbur Avenue rights-of-way up to a maximum of one foot-six inches (1'6"). Developer shall indemnify, and save harmless

and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by Developer as a result of this encroachment into these rights of way, including, but not limited to, Developer, its agents, employees, subcontractors and their successors and assigns, as well as the City or the City's employees, elected and appointed officials and agents, contractors, and all third parties. Developer shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by Developer or caused, in whole or in part, by the presence of Developer or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City rights-of-way or City utilities. Such indemnifications will not extend to damages, claims, or demands that are caused by the negligence or intentional misconduct of the City, its employees, agents or contractors.

(iii) All decorative fencing and posts shall be constructed of aluminum, steel, wrought iron, vinyl or wood.

- (l) Refuse Collection. A trash compactor is located within the E. Wilbur Avenue right-of-way further described in Section 5.(g) of this Agreement. Up to two (2) trash rooms will be located in the parking structure.
- (m) Reclaimed Water. The Project will hook up to reclaimed water within six (6) months from when it becomes available to Developer's Property, so long as there is sufficient and reliable flow and pressure to facilitate irrigation.

7. Term/Effective Date.

- (a) This Agreement shall be effective upon approval by the City Commission of the City of Lake Mary, Florida and execution of this Agreement by all parties. This Agreement shall terminate five (5) years from its effective date if development of the Project has not been completed and a certificate of occupancy issued. Upon issuance of certificate of occupancy this Agreement shall continue and establishes the permitted use of the Property.
- (b) If construction of the Project is not substantially completed within five (5) years from the date that this Agreement is executed, as evidenced by Certificate of Occupancy, final inspection, etc. or is abandoned, or is suspended in a manner that is adverse to the public interest, this Agreement shall expire. Progress reports regarding construction shall be provided to the City at yearly intervals.
- (c) The five (5) year period may be extended by action of the City Commission, after obtaining a recommendation from the Planning and Zoning Board if, due to difficulties beyond the Developer's control and despite a good faith effort by the

written notice upon the Developer setting forth the manner in which Developer has violated the Agreement, and such notice shall include a demand that the violation(s) be cured within a stated reasonable time period. Violations of this Agreement by the Developer shall be deemed a nuisance per se. Should a court of competent jurisdiction find the Developer to be in breach of any provision of this Agreement or the PUD approval (in whole or in part), then the Developer shall be required to reimburse the City for its reasonable attorney's fees and costs. Additionally, the City shall have the right to utilize stop work orders as appropriate for any violations. All of the remedies of the City under this Agreement, the City's zoning ordinance, and state law shall be deemed to be cumulative.

- (e) Amendment. This Agreement may only be amended in writing, signed by all parties.
- (f) Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- (g) Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do (and can fully bind their respective party) and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Property.
- (h) Joinder. The Developer warrants that it will cause this Agreement to be recorded prior to the imposition of any liens or mortgage.
- (i) Permits.
 - (i) The failure of this Agreement to address any specific City, County, State, or Federal permit, condition, term or restriction shall not relieve the Developer or the City of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
 - (ii) The terms and conditions of this Agreement do determine concurrency for the Project.
- (j) Specific Performance/Time is of the Essence.
 - (i) Strict compliance shall be required with each and every provision of this Agreement.

- (ii) The parties agree that failure to perform the obligations established in this Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.
- (iii) Time is of the essence to this Agreement and every right or responsibility required herein shall be performed within the times specified.
- (k) Indemnification. The Developer shall indemnify for and save the City harmless from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the development of the Property as provided for in this Agreement, and for any and all acts or omissions in any manner related to the development of the Property except in the case of negligence or other tort upon the part of the City, or its officers, agents or employees. This Agreement by the Developer to indemnify and hold the City harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits or losses and all damages arising there from. The City recognizes that the Developer is not indemnifying the City relative to City uses of its lands or facilities.
- (l) Further Assurance. Each party agrees to sign any other and further instruments and documents consistent herewith, as may be necessary and proper to give complete effect to the terms of this Agreement.

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

[signatures to follow]

“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

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by David Mealor, Mayor, of the City of Lake Mary, Florida, who is personally known to me.

Notary Public
Printed Name: _____
My Commission Expires: _____

“DEVELOPER”

STATION HOUSE APARTMENTS, LLC,
A Florida limited liability company

(Print Name)
ITS: Managing Member

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as Managing Member of Station House Apartments, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____

LEGAL DESCRIPTION

Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 28, CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114 - 116, of the Public Records of Seminole County, Florida; TOGETHER WITH a portion of North ½ of the Northwest ¼ of the Southeast ¼ of the Southeast ¼ of Section 9, Township 19 South, Range 30 East, Seminole County, Florida, lying North and West of Old Lake Mary Road and South of Wilbur Avenue;

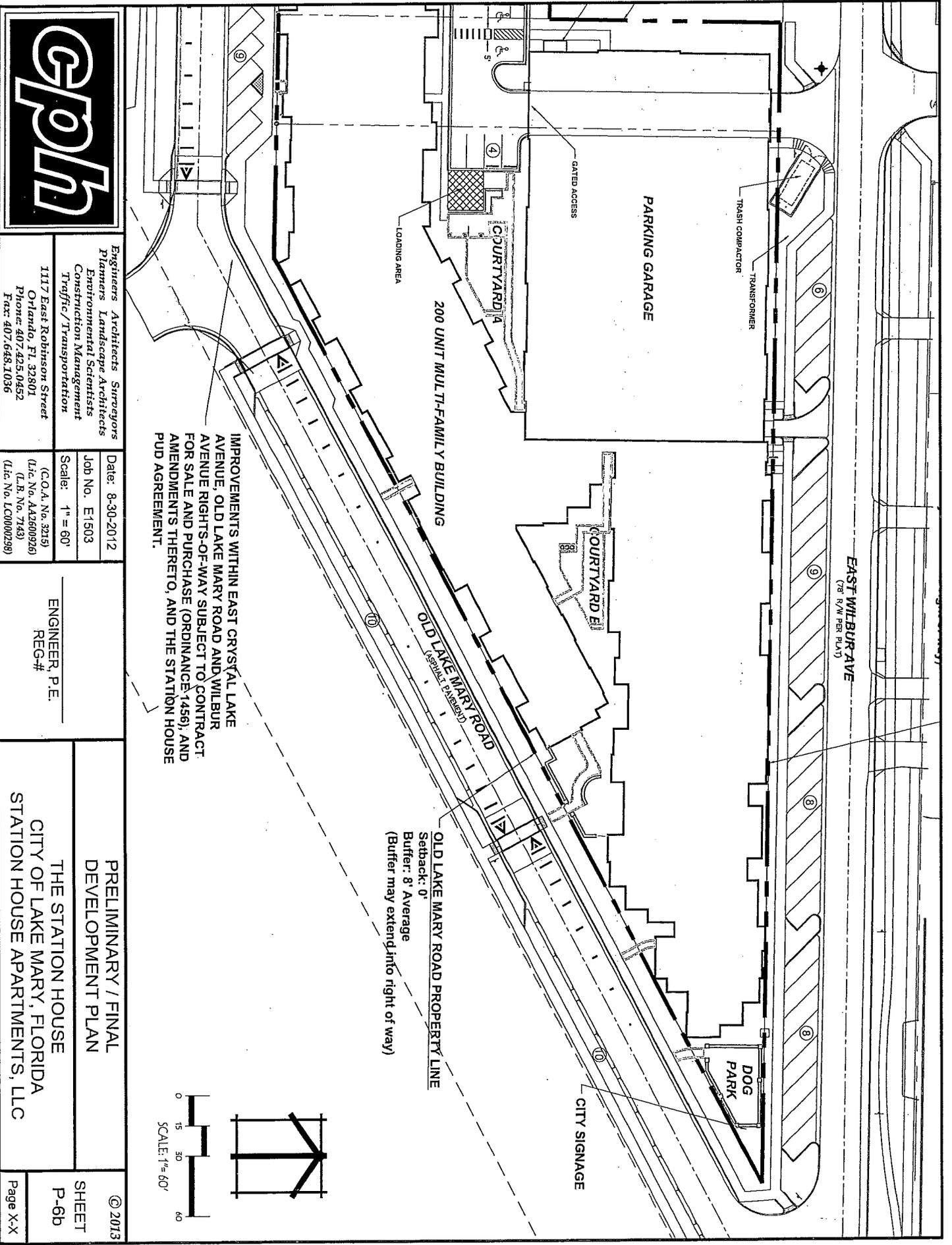
AND the following properties consisting of the Right-of-Way Utilization areas or vacated rights-of-way:

1. All that part of First Street as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying South of the South right-of-way line of Wilbur Avenue and North of the Easterly extension of the centerline of that certain 20 foot alley in Block 28 of said CRYSTAL LAKE WINTER HOMES.
2. All that part of that certain 20 foot alley as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying West of the West right-of-way line of First Street and East of the Northerly extension of the West Line of Lot 25, Block 28, of said CRYSTAL LAKE WINTER HOMES.
3. 10 parking spaces located on E. Crystal Lake Avenue as depicted on the attached sheet.
4. Trash Compactor located on E. Wilbur Avenue as depicted on the attached sheet.

EXHIBIT A

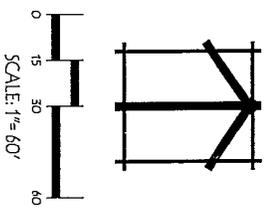
EXHIBIT "B"

PRELIMINARY/FINAL DEVELOPMENT PLAN



IMPROVEMENTS WITHIN EAST CRYSTAL LAKE AVENUE, OLD LAKE MARY ROAD AND WILBUR AVENUE RIGHTS-OF-WAY SUBJECT TO CONTRACT FOR SALE AND PURCHASE (ORDINANCE 1456), AND AMENDMENTS THERETO, AND THE STATION HOUSE PUD AGREEMENT.

OLD LAKE MARY ROAD PROPERTY LINE
 Setback: 0'
 Buffer: 8' Average
 (Buffer may extend into right of way)



Engineers Architects Surveyors
Planners Landscape Architects
Environmental Scientists
Construction Management
Traffic / Transportation
 1117 East Robinson Street
 Orlando, FL 32801
 Phone: 407.425.0452
 Fax: 407.648.1036

Date: 8-30-2012
 Job No. E1503
 Scale: 1" = 60'
 (C.O.A. No. 3215)
 (Lic. No. AA2600926)
 (L.B. No. 7143)
 (Lic. No. LC0000299)

ENGINEER, P.E.
 REG.#

PRELIMINARY / FINAL
 DEVELOPMENT PLAN
 THE STATION HOUSE
 CITY OF LAKE MARY, FLORIDA
 STATION HOUSE APARTMENTS, LLC

© 2013
 SHEET
 P-6b
 Page X-X

EXHIBIT B

PROJECT NOTES:

Parcel ID Numbers
 08-20-30-5A1-2800-0230; 08-20-30-5A1-2800-0270;
 08-20-30-5A1-2800-0230; 08-20-30-5A1-2800-0310;
 08-20-30-5A1-2800-0340; 08-20-30-500-0220-0000;
 08-20-30-500-0230-0000; and 08-20-30-500-023A-0000

In addition to the parcels noted above, The Station House project boundary includes Parcel 1 (East Light House) (between East Crystal Lake Avenue and East Wilbur Avenue) and Parcel 2 (East Light House) (between East Crystal Lake Avenue and East Wilbur Avenue) and Parcel 3 (East Light House) (between East Crystal Lake Avenue and East Wilbur Avenue). Parcels 1, 2, and 3 are located on the east side of East Crystal Lake Avenue, north of East Wilbur Avenue. These additional properties are included in the project legal description.

Future Land Use
 DDD: Downtown Development District

Existing Zoning - DC: Downtown Centre

Proposed Zoning - PUD: Planned Unit Development

Permitted Uses - 200 Apartments and the following accessory uses, including but not limited to:
 Clubhouse / Activities Center
 Fitness Center
 Entertainment Terrace
 Swimming Pool
 Laundry Room
 Game Room
 Ground plus 3.5 level Parking Structure
 Dog Park
 Dog Wash

Project Area - 3.2 Acres±

Total Units - 200 Units; 112 - 1 bedroom units, 76 - 2 bedroom units, 12 - 3 bedroom units

Mfn. Unit Size - 640 SF - 1 bedroom; 940 SF - 2 bedroom; 1,200 SF - 3 bedroom

Gross Density - 62.5 Units/Acre

Building

The established building height shall not exceed fifty-two feet (52'), as measured from the first floor slab (ground floor) to the highest point of the typical exterior bearing walls. The height of pitched roofs, stair tower walls and roofs, balcony walls and roofs, chimneys, cupolas, elevator bulkheads, and similar roof structures shall not exceed eighteen feet (18') above the established building height. The highest point of the corner tower and spires shall not exceed twenty-nine feet (29') above the established building height.

Height of parking structure wall shall not exceed fifty-three feet (53').

The first floor slab elevation shall be not less than six inches (6") above surrounding grade except where adjacent to paved surfaces and entrances. The first floor slab elevation shall not exceed twenty-four inches (24") above surrounding finish grade.

Building

Setbacks shall be measured from property line to the predominant face of building, excluding building face appendages, roof overhangs, signage, awnings, lighting, and building foundations, as follows:

- Southeast Property Line - twenty feet (20')
- East Crystal Lake Avenue - zero feet (0')
- Old Lake Mary Road - zero feet (0')
- East Wilbur Avenue - zero feet (0')
- Northeast Property Line - fifteen feet (15')
- Northern Alley Line - twenty feet (20')

Buffer Yards - Southwest Property Line - average buffer width three feet (3').

East Crystal Lake Avenue - average buffer width four feet (4').

Old Lake Mary Road - average buffer width five feet (5').

East Wilbur Avenue - average buffer width three and one-half feet (3.5').

Northeast Property Line - average buffer width fifteen feet (15').

Northern Alley Line - average buffer width ten feet (10').

Solid buffers may extend in to surrounding rights-of-way.
 Refer to Landscape Plan and PUD Agreement for specific landscape specifications.

NOTES CONTINUED:

Stormwater - Project stormwater treatment is to be accommodated by an off-site master drainage system in accordance with the Contract for Sale and Purchase (Ordinance #4458), and amendments thereto. System to be permitted by others.

Open Space Provided - Fifteen percent (15%). Open Space includes sidewalks (concrete and paved), unobscured areas within the courtyards, all paved areas outside of the pool amenities area, and landscaped/grassed areas.

Total Parking - Parking for the Project shall include a minimum of three hundred (300) spaces (one and one-half (1.5) spaces per apartment) to be located on-site, including spaces for existing parking garage and ten (10) off-site spaces for exclusive use by owner located within the Crystal Lake Avenue right-of-way, immediately south of the swimming pool common area.

Trash Compactor - A trash compactor is located within the East Wilbur Avenue right-of-way. Refer to Architecture Plans, Landscape Plans and PUD Agreement for specific screening wall/buffer specifications.

Sidewalks - Sidewalks located within the Property shall be a minimum width of forty-four inches (44"). When the sidewalk is located adjacent to a drive aisle, the minimum width may include an integral curb, detail depicted on sheet P-5 of plan set.

Signage - Refer to Handicap/Signage Plans and PUD Agreement for specific signage specifications.

Lighting - Refer to Handicap/Signage Plans and PUD Agreement for specific lighting specifications.

Existing - Existing site vegetation to be removed.

Sequencing - I - 68 units
 II - 58 units
 III - 70 units

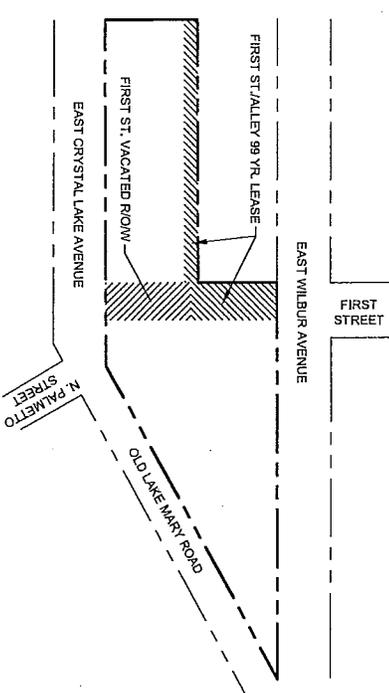
Color Palette - To be determined. Color palette will be submitted as part of the Architectural permitting package.

ESTIMATED DEMANDS

Potable Water - 350 Gallons Per Day (GPD)/Unit x 200 Units = 70,000 GPD

Sewer - 300 GPD/Unit x 200 Units = 60,000 GPD

Solid Waste - 2.3 Lbs./Person/Day x 2.2 Persons/Unit x 200 Units = 1,012 Lbs./Day



KEY MAP

PRELIMINARY / FINAL
 DEVELOPMENT PLAN

THE STATION HOUSE
 CITY OF LAKE MARY, FLORIDA
 STATION HOUSE APARTMENTS, LLC



Engineers Architects Surveyors
 Planners Landscape Architects
 Environmental Scientists
 Construction Management
 Traffic / Transportation

1117 East Robinson Street
 Orlando, FL 32801
 Phone: 407.423.0432
 Fax: 407.648.1036

Date: 8-30-2012
 JOB No. E1503
 Scale: 1" = 60'

(C.O.A. No. 3215)
 (Lic. No. AA26099/6)
 (L.B. No. 7143)
 (Lic. No. LC0000298)

ENGINEER, P.E.
 REG.#

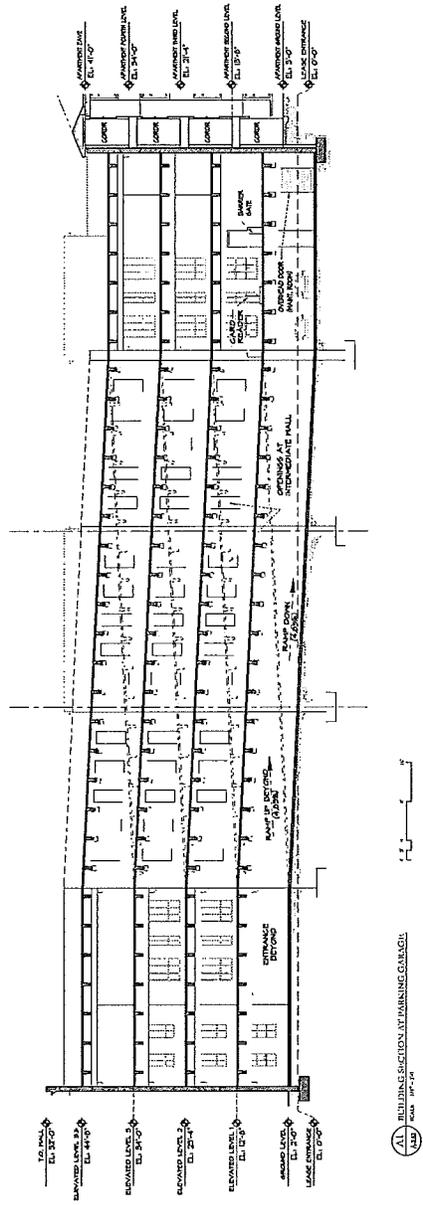
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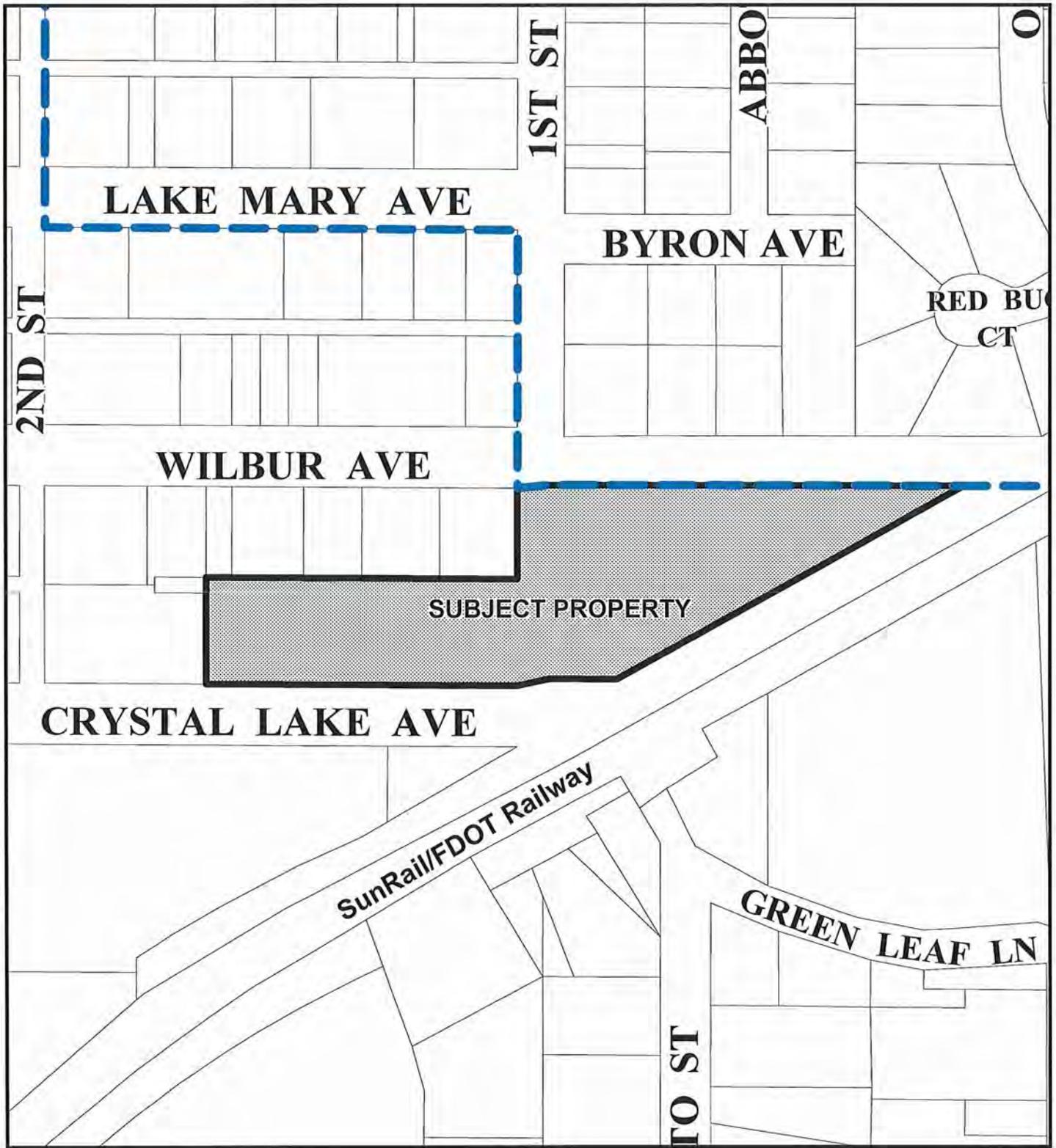
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 P-6c

Page XX

EXHIBIT B

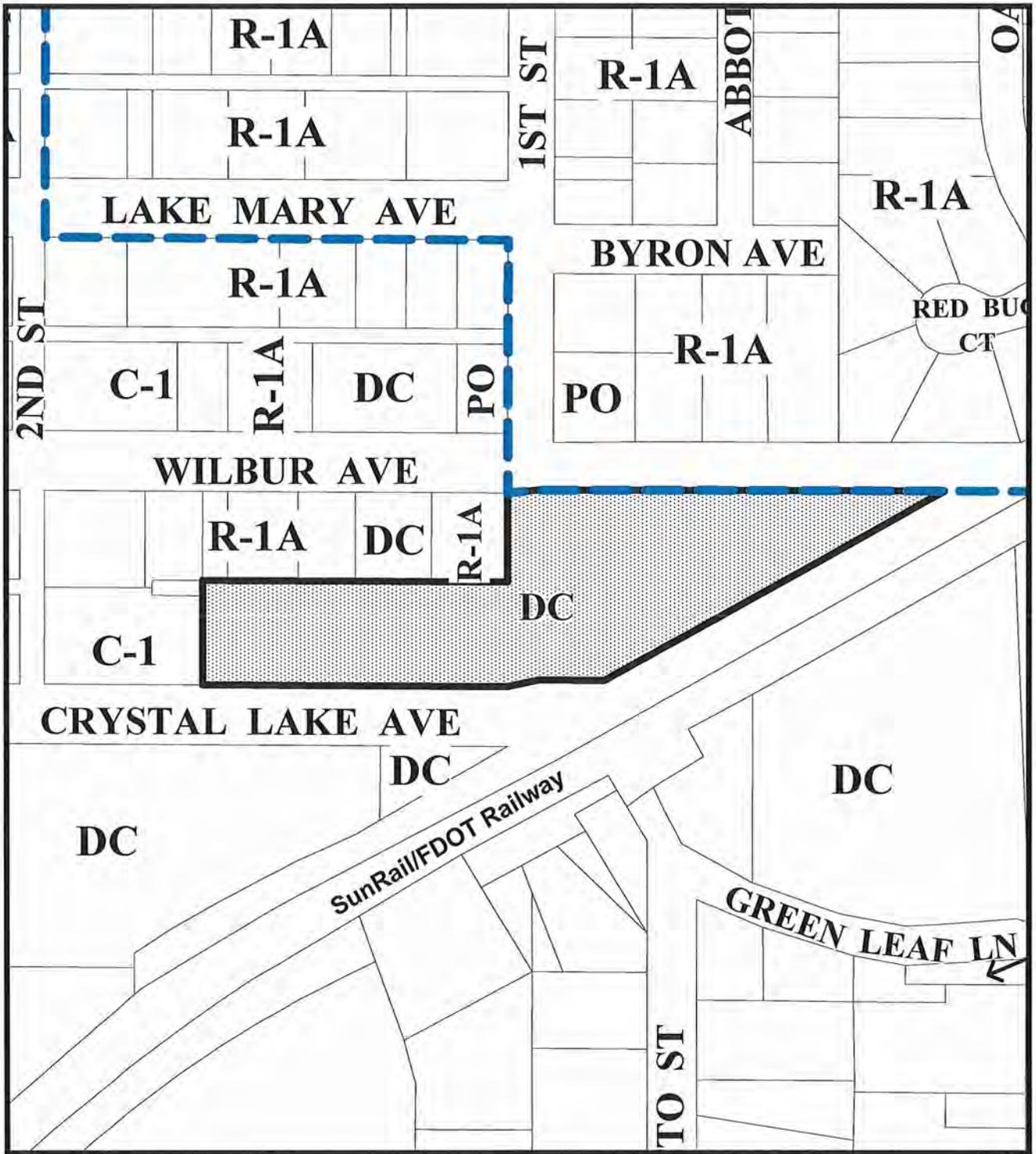
EXHIBIT "C"
[PARKING GARAGE DETAIL]





Location Map The Station House



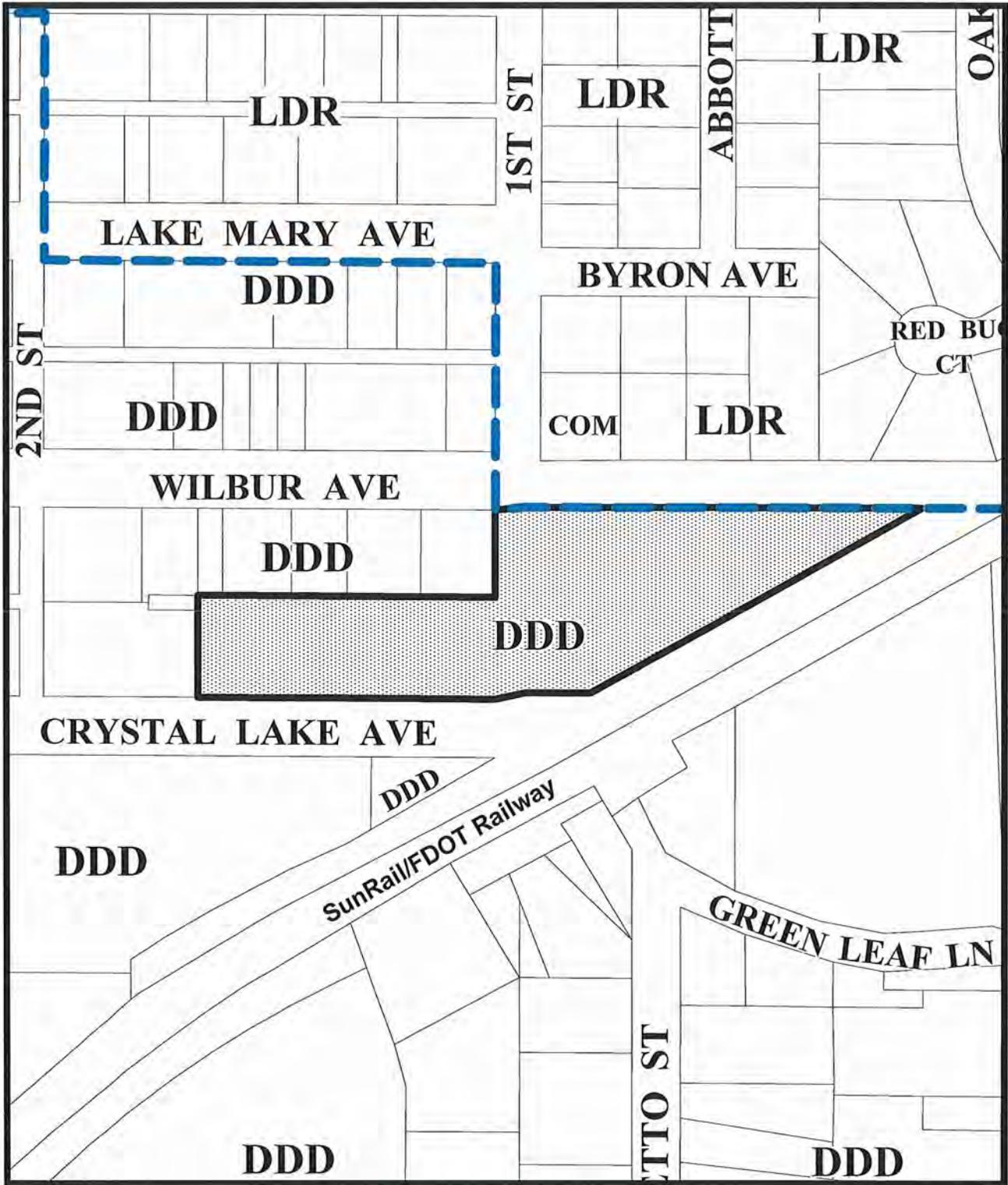


Zoning Map



LEGEND					
A-1	Agriculture	R-IAAA	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
				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	





E. Wilbur Ave.

E. Crystal Lake Ave.

1st Street

Old Lake Mary Rd





SOUTHWEST CORNER AT EAST CRYSTAL LAKE AVENUE

The Station House

Lake Mary, Florida

NEXT DATE
AUGUST 5, 2012
DECEMBER 17, 2012

FL REG: AA0002940

955 North Pennsylvania Avenue - Winter Park, FL - (7)407-740-8405 - (P)407-740-8406 - aststudios.com

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EPOCH Properties





TOWER ELEMENT AT OLD LAKE MARY ROAD AND EAST CRYSTAL LAKE AVENUE

The Station House

Lake Mary, Florida

FL REG: AA0002940

955 North Pennsylvania Avenue - Winter Park, FL - (740) 740-8405 - (740) 740-8406 - acstudios.com

ISSUE DATE	
AUGUST 20, 2012	
DECEMBER 17, 2012	



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DRAFT

1 VII. New Business

2
3 A. 2012-RZ-03 and 2012-RZ-04: Recommendation to the City Commission
4 regarding a Preliminary PUD and Final PUD for The Station House located
5 south of Wilbur Avenue, west of Old Lake Mary Road and north of E. Crystal
6 Lake Avenue, Lake Mary, Florida; Applicant: EPOCH Properties, Inc.

7
8 B. 2012-VC-01: Recommendation to the City Commission for the partial vacation
9 of North First Street, a 54' wide Right-of-Way (ROW) located north of East
10 Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes
11 plat, Lake Mary, Florida; Applicant: City of Lake Mary/Community Development
12 Department

13
14 Jackie Sova, City Manager, made opening remarks concerning Items A. and B. on
15 the Agenda. She said, over the last several years, the City has been actively
16 setting the regulatory table in preparation for both downtown redevelopment, as
17 well as the arrival of SunRail. This has encompassed a revamped Downtown
18 Master Plan, the creation of a transfer of development rights, a density rights'
19 program, our TDR Program, Transit Oriented Development Overlay rights, planned
20 infrastructure and capital improvements; the infrastructure including water, sewer,
21 stormwater, improvements like that, roadway improvements, many items. The City
22 has also been strategically purchasing property downtown that could play a key role
23 in the long-term development of the area. This project tonight is the culmination of
24 a lot of those efforts.

25
26 Ms. Sova stated, the City currently owns the land occupied by Walters Electric.
27 They will be moving out of the property as a part of the sale. The subsequent
28 development has a construction value of around 28 million dollars, so, we are
29 changing the face of our downtown. This will result in a much healthier taxable
30 evaluation compared to what is there today and should serve as a catalyst for
31 redevelopment throughout our downtown corridor.

32
33 Ms. Sova said, if approved, it is likely this project will be one of the first TOD
34 projects on the SunRail line and, in fact, they do talk about this project throughout
35 the State and they have brought it up at some national conferences as well. So,
36 this has been a much anticipated project. It will also help the City with our goals
37 about promoting our downtown redevelopment and creating a more walkable
38 community and a community that enjoys being in its downtown.

39
40 Ms. Sova then turned the discussion over to Mr. Noto to present Items A. and B.

41
42 Chairman Hawkins requested Mr. Noto, during his presentation, to explain how the
43 proposed Preliminary PUD and Final PUD differ from current code.

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1 Stephen Noto, Planner, stated that he would do his best to point out the
2 differences. He explained, for the benefit of the audience, that all PUDs are
3 basically specific design standards meant for individual projects.
4

5 Mr. Noto presented Item A. and the related Staff Report. A colored aerial of the
6 subject property that is attached to the Staff Report was on the overhead projector.
7 He said, the project before you this evening, as the City Manager said, is a
8 culmination of so much we have been working on the last decade or so. As Mr.
9 Omana likes to say, the regulatory table has been set. Let's see who comes to
10 dinner. We are about to have a buffet here with this project. There are a lot of
11 people sitting at the table and the china has been cleaned. So, let's get eating, as
12 they say.
13

14 Mr. Noto put a document entitled Preliminary/Final Development Plan that is
15 attached to the Staff Report on the overhead projector. He oriented everyone as to
16 what the project looks like/the location of where the SunRail/FDOT rail line exists,
17 the Lake Mary Police Department, a parcel owned by Mr. Chris Mahnken to include
18 a two-story yellow office building, Hudson Pest Control, and Walters Electric. He
19 stated, the project request is for a 200-unit luxury apartment complex, a
20 combination of on-street parking on Crystal Lake Avenue, Old Lake Mary Road and
21 East Wilbur Avenue. There will also be a parking garage with a number of spaces,
22 as well as some onsite spaces behind the structure itself.
23

24 Mr. Noto put a colored rendering entitled Southwest Corner at East Crystal Lake
25 Avenue that is attached to the Staff Report on the overhead projector. He said, this
26 is looking east from, more or less, in front of the police department. The two-story
27 building on the left side of the drawing is the amenities' building. The landscaping
28 you see in this image may look familiar to you as Dix Lathrop is the landscape
29 designer. Dix Lathrop is the same designer who did Colonial Grand, Phases 1, 2
30 and 3 (2A). So, you will see many similarities in the landscape design and this plan
31 as you did for those projects; a lot of use of palm trees, bamboo, lush landscaping
32 by the pool, which will be located in between the actual apartment structure, which
33 is shown here (indicating to overhead projector), and the amenities' building.
34

35 Mr. Noto stated that the apartment building itself will be four stories; a mixture of
36 one, two and three bedroom apartment units ranging in size from 640 square feet,
37 minimum for a one bedroom, 940 square feet minimum for a two bedroom, and
38 1200 square-foot minimum for a three bedroom, and that is one of the changes in
39 the PUD versus our current code when it comes to square footage of these units.
40 He said there will be 112 one bedrooms, 76 two bedrooms, and 12 three
41 bedrooms.
42

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1 Mr. Noto put a colored rendering entitled Tower Element at Old Lake Mary Road
2 and East Crystal Lake Avenue that is attached to the Staff Report on the overhead
3 projector. He stated, this elevation is, essentially, looking from the SunRail Station.
4 Looking west, this architectural feature is essentially the intersection of Crystal Lake
5 Avenue and Old Lake Mary Road. This project is literally walking distance from the
6 SunRail Station. Inherently, this is your ideal type of Transit Oriented Development
7 project; that is, a high density project within a quarter mile or a half mile from a
8 mass transit station.
9

10 Mr. Noto said that there are going to be 314 parking spaces in the parking garage.
11 The first floor will consist of 67 spaces (puts up a highlighted page 21, Exhibit "B",
12 of The Station House Planned Unit Development Agreement on the overhead
13 projector). He stated that the 67 spaces are highlighted. He said that the Board's
14 copies do not have these three lines on the right-hand side where it says resident
15 gated access beyond this point. He said this is just a clarification given to staff after
16 the packets were sent out; that it is already written that way in the PUD Agreement.
17 This is just so we can see it graphically.
18

19 Mr. Noto pointed out the public entry into the parking garage on the overhead
20 projector. He stated that Wilbur runs east/west (indicating to overhead projector).
21 He said, members of the public will be able to come in from that area. This is a flat
22 portion of the garage. It actually slopes down going this direction (indicating to
23 overhead projector) and slopes up going this direction (indicating to overhead
24 projector) as you head to the second level. There will be a gate. The remaining
25 spaces in the garage will be for those who live in the apartment
26 project/development. There will also be a gate at this access point (indicating to
27 overhead projector) so that way when members of the public come in, if they do not
28 live in this development, they would not have the ability to get beyond this gate and
29 to the remainder of the surface parking as shown on the plan.
30

31 Mr. Noto put what he referred to as kind of an X-ray of the parking garage on the
32 overhead projector. He stated, the design of the garage itself is actually quite nice.
33 One of the things staff told them to do is -- staff doesn't want it looking like a regular
34 parking garage. We want it to look like the façade of an office building, something
35 along those lines.
36

37 Mr. Noto put a view of the façade of the parking garage looking south on Wilbur
38 Avenue on the overhead projector. He said, this tunnel, if you will, is the access
39 point I was just referencing from Wilbur for the public to get in, and you can see the
40 dotted lines, just shown for reference, on how you get in and around the parking
41 garage.
42

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1 Mr. Noto put the document entitled Preliminary/Final Development Plan attached to
2 the Staff Report back on the overhead projector. He stated, there will be a lot of
3 amenities for the folks that live in this project. Aside from the pool amenities that I
4 referenced earlier, there are also going to be two courtyards within the development
5 itself. Again, lots of nice landscaping in those areas. There is also going to be a
6 dog park at the very northeast corner of the project fenced off for the residents of
7 the development, and that will also be the location of a new Welcome to Lake Mary
8 sign, as well as signage for the project itself.
9

10 Mr. Noto said, the landscape buffers will be encompassed within an existing
11 alleyway here (indicating to overhead projector), and there will be ground
12 landscaping throughout the perimeter of the project, portions of it in the right-of-way
13 portions in the project boundaries itself.
14

15 Mr. Noto stated, as you can see, due to the density of the project, the setbacks
16 actually are very similar to those projects that we have approved in the Downtown
17 up to this point ranging from 0' to 20'. We have approved projects in the Core Area
18 at 0' with variances. But, this being a PUD, it is worked right into the PUD
19 Agreement so no variances are needed.
20

21 Mr. Noto proceeded to present Item B., the vacate request, at this time. He said,
22 you can see First Street, as it is today, exists in this rectangle (indicating to
23 overhead projector). The vacate is for this portion of First Street here (indicating to
24 overhead projector), and the rule of thumb, when you vacate a right of way, it gets
25 split in half between the folks who own property on either side. Well, the City owns
26 property on both sides of that right of way. So, if these items are approved and the
27 sale goes through, the Applicant will then be the owner of the previous location of
28 the right of way. We are also going to have a perpetual easement for the 67
29 spaces on the first floor of the garage, those spaces that I just went over a few
30 moments ago. And, there will also be right-of-way use agreements for the location
31 of the trash compactor, location of a portion of the parking garage, and the ten
32 spaces that are in the right of way here on Crystal Lake Avenue (indicating to
33 overhead projector) are going to be reserved for use of the Applicant. Being that it
34 is right in front of the amenities' building, they will need those for future renters and
35 doing business day-to-day. So, those three items will be going in a separate
36 agreement to the City Commission when the items move forward at that time.
37

38 Chairman Hawkins asked, but all of the other on-street parking are available for
39 public?
40

41 Mr. Noto answered, that's correct; yes.
42

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1 Mr. Noto put a colored rendering marked Southwest Corner at East Crystal Lake
2 Avenue that is attached to the Staff Report on the overhead projector. He stated,
3 one thing that the elevations didn't show you was the building signage. In the
4 massive plans that you have, there is a signage plan in there (puts document
5 entitled Preliminary/Final Development Plan attached to the Staff Report back on
6 the overhead projector). The main signage for the building is, more or less, located
7 along this façade here (indicating to overhead projector), a sign that will come out
8 from the building. It's approximately, if my memory serves me correctly, about 15'
9 in height that will say The Station House. Those entitlements are outlined in the
10 PUD Agreement.

11
12 Mr. Noto said, when the City first started planning for downtown redevelopment, the
13 City did a full traffic study, treating the Downtown as if it were a Development of
14 Regional Impact (DRI). The folks the City contracted with assumed a 25-percent
15 build-out. This is all detailed further in the Staff Report. Basically, since we did that
16 traffic study years ago, we have been monitoring development up and down
17 Country Club Road and the entire downtown area, including what has been done in
18 the Core here (indicating to overhead projector), to make sure that no additional
19 modifications or improvements were needed to Country Club or any of the other
20 roadways. We treated this project no differently, and we have found that even with
21 the densities that are requested, there are still square footage and residential units
22 remaining before major improvements are to be done to Country Club Road. I will
23 also remind the Board that late last year, we did acquire North Country Club Road,
24 more or less, to the Methodist Church to the north of the Downtown boundaries and
25 we are looking at ways to make aesthetic improvements to the roadway as the year
26 goes on.

27
28 Mr. Noto stated, stormwater will be handled for the project offsite, much like it is
29 done for other projects that have come through in the Downtown. There are a lot of
30 moving pieces with this project. That is why you see many folks here representing
31 the Applicant; the engineer, the Applicant himself, and other representatives. They
32 are here to answer any specific questions you may have about the project.

33
34 Mr. Noto said, Mr. Chairman, I will note the main changes in the PUD Agreement,
35 per your request. Page 5, where it talks about setbacks is somewhat similar to
36 what the Code allows in that the only difference is that we are putting it into the
37 PUD Agreement with the 0' setback. We have already approved projects in the
38 Downtown with 0" setbacks, so that is not much of a change. The height of the
39 structure, to the load bearing wall, is 53'. That is a bit different from the Code;
40 however, the PUD allows us to do these types of things and allows us to get more
41 flexible in design, and all things considered with the TOD Overlay, the Downtown
42 Development District, and the location of SunRail, we felt this was an appropriate
43 height requirement. The total amount of parking spaces is sufficient for the project.

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1 We have worked very closely with the Applicant to make sure that their demands
2 are being met. So, we actually were a little bit more flexible per their request to
3 have the parking demand be what they needed. It is actually very similar to the
4 apartments in Colonial, in their PUD Agreement. There wasn't a whole lot of
5 change in the signage code. Nothing significant in lighting, any of the structures
6 themselves. The landscaping is very similar. Like I said, we have worked with Dix
7 Lathrop many, many times in the recent past. So, we are very comfortable with
8 what they have proposed to do with all the landscape buffers.
9

10 Mr. Noto concluded his presentation by saying, having said all that, unless the
11 Board has any specific questions for me, staff has found that the request for
12 Preliminary and Final PUD for The Station House is consistent with Section 154.61
13 (D) (2) (d), one through four, of the City's Land Development Code, the City of Lake
14 Mary Comprehensive Plan, and we do recommend approval. He pointed out, just
15 for reference for those here in the audience, that this is not the final stop of this
16 project; that it still goes to City Commission twice, in February and March, and it still
17 comes back for a site plan public hearing. So, this is, by all intents and purposes,
18 the beginning of the process.
19

20 Chairman Hawkins questioned if the building signs are going to be within a certain
21 distance from the ground, or are they going to be high up on the building.
22

23 Mr. Noto responded, there is only one building sign that is of interest and that is the
24 one I referenced earlier that we don't have a site elevation for that is going at this
25 portion of the building (indicating to overhead projector). All of the remaining signs
26 are going to be flush to the building generally where the public comes into the
27 parking garage and then small signage around the amenities' building where the
28 leasing office is going to be.
29

30 Mr. Noto requested Mr. Schindler to unroll the large plans.
31

32 Gary Schindler, City Planner, complied.
33

34 Mr. Noto explained that is where the elevation is for the larger wall sign. He wanted
35 to get that number for Chairman Hawkins; that that is the only sign of significance.
36

37 Chairman Hawkins expressed his concern of the 100 compact parking spaces. He
38 stated that he thought that compact spaces aren't allowed anywhere else in the
39 City. He said that he drives a Chevrolet Suburban SUV. He stated that he took a
40 survey; that he noticed when he goes to Moe's in Altamonte Springs, they have
41 about 45 spaces of compact parking and saw that a little less than half of them had
42 compact cars in them. He said that he is not opposed to compact parking, per se,
43 but is opposed to bigger cars parking in compact spaces. He was concerned about

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1 no enforcement of this particular part of the PUD in this instance since there seems
2 to be no particular enforcement in Altamonte Springs either. He stated that when
3 people park larger cars in compact spaces, there is no room for people to get out of
4 their cars, and there is damage to other people's cars when you try to get out. He
5 said, to him, this is a quality of life issue in the City of Lake Mary; that he is proud
6 that it doesn't have any compact car spaces anywhere because it is not
7 enforceable. He stated that approximately 45 percent of the people park larger
8 vehicles in compact spaces in just this one survey he took. He said that if he
9 parked his Suburban in a compact space, people on either side of him would hit his
10 car when they opened their door and/or he would hit theirs. He asked if there were
11 any serious discussions about this.
12

13 Mr. Noto replied, we looked at it at length as well. In fact, we received a call from
14 Mr. Omana one day, when he was out at a different parking garage in South
15 Orlando, to kind of talk through what he was seeing there with travel lane widths,
16 parking space widths, as Mr. Schindler is doing now. We looked at our existing
17 code and it really just boils down to geometry with this garage. We would have
18 preferred some more regular spaces. Sure, we would have; however, geometry
19 just doesn't allow for it. Taking into account the 67 spaces that are on the first floor,
20 there is going to be a lot of patrol going on with this parking garage. Now, I can't
21 speak for the Applicant with how frequent or who they are going to use, or anything
22 like that, but I would certainly defer and ask when he gets to this podium to maybe
23 elaborate on what type of procedures there may be as far as making sure that
24 those spaces that are compact are being used by compact cars. But, what it boils
25 down to, to answer your question, it just became an item of geometry for us.
26

27 Chairman Hawkins stated, well, geometry is based on how you design it and how
28 much space you use to design it and whether you want to squeeze 50 regular/large
29 parking or compact parking spaces into where 40 should fit. He questioned, does
30 the Applicant for this project have, per our current code, compact spaces, excluding
31 the fact do they have enough parking spaces, for the structure and the use and
32 everything, or do they have too many?
33

34 Mr. Noto answered, well, you can never have too many parking spaces.
35

36 Chairman Hawkins said, no, I mean, per code. He asked, I mean, do they have an
37 excess per code?
38

39 Mr. Noto responded, actually, they have an excess per the PUD, and that is by
40 design.
41

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Chairman Hawkins stated, no, let's say they don't have a PUD. Let's say, based on the amount of building space, occupancy space, how many parking spaces should they have? And, do they have an excess?

Mr. Noto replied, yes, they do meet and slightly exceed current requirements.

Chairman Hawkins questioned, like, ten spaces, or three, or.....

Mr. Noto answered, by a slight number.

Mr. Schindler pointed out to Chairman Hawkins that the City does allow for compact spaces in a parking garage. We have just never had one before. Per our code, we will allow for 7.5' wide x 17' deep parking spaces in a parking garage. That would be comparable to a compact space.

Chairman Hawkins asked, by percentage, or just.....

Mr. Schindler responded, 30 percent.

Chairman Hawkins questioned, so, are we at that percentage with 100 of those?

Mr. Noto replied, yes.

Chairman Hawkins asked, well, then it is in our code?

Mr. Noto answered, yes.

Member Miller questioned, while you're talking about parking, can you go through how many spaces there are? Because I know the garage has 314, and 67 of those are public access. Then, it lists 43 more, 70 more, and 10 more. So, I get 467 total spaces. What are the total spaces you arrive at?

Mr. Noto responded, you are right on; 467 total.

Member Miller asked, that is to support 200 apartments?

Mr. Noto replied, right. I will add that most of the support for the apartments is basically an income from the parking garage and the surface spaces. The rest are for the public to use. We did that on purpose because as we see more and more redevelopment going toward this end of town -- again, believing that this is the catalyst for redevelopment in this area of town -- those spaces will be used by folks other than those that live in the apartment project.

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Member Miller questioned, how many of the compact spaces are in the restricted spaces for the apartments?

Mr. Noto answered, to the best of my knowledge, almost all of them are in the garage.

Member Miller asked, some of them are in the 67 spaces? A percentage of them are in the 67 spaces that are available to the public and then the balance?

Mr. Noto responded, right.

Member Miller questioned, so it's evenly distributed? Compact spaces throughout the floors of the parking garage?

Mr. Noto replied, correct.

Chairman Hawkins said, the drawing didn't really show it that way because it looks like all of these are regular parking spaces to me.

Mr. Noto stated, you are correct. The way it is drawn isn't necessarily to scale. There are call-outs to show how many are compact.

Member Cartmill said that he has had some meetings at the police station, and when a train goes by, it's pretty shaky in there. He asked, being so close to the railroad – I know it's probably designed to withstand that -- is there any building fatigue that has been addressed based on.....

Mr. Noto answered, I will ask one of the Applicants and the engineers to address that. At this point, it will be addressed in one way, shape, or form. At this point, being that it's the rezoning hearing, this is only a 30-percent engineered site plan as it is, but, again, I'll ask them to address that question.

Member Miller questioned, given the proximity to the train station, will there be competition for these parking spaces for commuters going to the train station, in your estimation?

Mr. Noto put a concept drawing that was done awhile back on the overhead projector. He responded, this is a concept drawing we did a little while back. In fact, it is such a concept that what is before you tonight doesn't even match the original design, and that's all right. Here is the location of the SunRail (indicating to overhead projector). This is a drawing that they gave us that we merged with a map from Google. There are going to be over 300 parking spaces in the FDOT parking lot for those to use SunRail.

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1 Member Miller asked, where is the nearest public parking spaces on the complex
2 on that drawing?

3
4 Mr. Noto questioned, for the SunRail Station itself?

5
6 Member Miller replied, in the apartment complex.

7
8 Mr. Noto answered, along right here (indicating to overhead projector); okay.

9
10 Member Miller asked, so, there are some much closer parking spaces for public
11 access than the ones in the parking lot?

12
13 Mr. Noto responded, and they are even closer on Mr. Mahnken's property as well.

14
15 Member Cartmill questioned, and those ten that are set out by the amenities, are
16 those going to be -- is that a tow away zone?

17
18 Mr. Noto replied, yes.

19
20 Member Miller asked, can we meter those slots?

21
22 (Laughter)

23
24 Chairman Hawkins stated, yeah, let's get some revenue.

25
26 Mr. Noto announced these items are quasi-judicial in nature; that two Quasi-Judicial
27 Sign-In Sheets (see attached) were located at the back of the chambers for any
28 interested party to sign in order to be kept abreast of these matters.

29
30 Chairman Hawkins requested the Applicant to come forward and address the
31 Board.

32
33 Javier Omana, Applicant Representative, with CPH Engineers, 117 E. Robinson
34 Street, Orlando, Florida, 32801, came forward and addressed the Board in favor of
35 the proposed three items. He said, I am very happy and proud to be before you
36 today. As Steve mentioned, this is the beginning of a long process for approval of a
37 project that has been on my client's board for about two and-a-half years. So,
38 thank you, Steve, for your presentation. I'd like to recognize members of the design
39 team. First of all, Mr. Kyle Riva, representing EPOCH Properties. We have Scott
40 Toschlog from Dix Lathrop. Heartscape, Landscape Architects. Bruce Otte from
41 ACI Architects, and last but not least Jeremy Owens with CPH Engineers
42 representing us. We endorse and concur with staff's recommendation of approval.
43 We believe that Steve's presentation covers it all. The details we will address as

1 we proceed through the process. We are here to answer questions. I would like to
2 have Kyle Riva step up to the podium and address the Board with a few
3 statements.
4

5 Kyle Riva, President of EPOCH Properties, 359 Carolina Avenue, Winter Park,
6 Florida 32789, came forward and addressed the Board in favor of the proposed
7 three items. He stated, before I was going to come up and address you this
8 evening, I went back in my files and looked up and somewhere around October or
9 November of 2010, we began our discussions with the City with regards to this
10 project under John Litton's tenure at that time. Since then, we have worked closely
11 with John Omana and his staff and now under the direction of City Manager Jackie
12 Sova. She is terrific and the staff has been great.
13

14 Mr. Riva said, we are very proud and excited to be part of downtown Lake Mary,
15 and a part of what we think will be the lengthening and broadening of downtown,
16 taking it to the light rail station. You guys should be very proud of yourselves for
17 being visionary and leaders of TOD development in the State of Florida. We think
18 this is just a grand opportunity with SunRail and we are very excited to be a part of
19 it. We think it will certainly greatly assist us in filling these apartments. There are
20 certainly pluses and minuses being next to a rail station, and we are certainly aware
21 of that, but you have a younger clientele that is looking to minimize automobile
22 traffic and usage. They like the opportunity to walk to downtown, to your
23 restaurants, shops and offices that you already have down here in existence.
24

25 Mr. Riva stated, we have a predominance of one bedroom units in this project.
26 Those people typically don't drive SUVs. They drive smaller vehicles. That's one
27 reason why we feel the compact percentage won't be obtrusive.
28

29 Mr. Riva said, this is about a 28-million-dollar investment that we are making here in
30 downtown. We are excited to do that and we think it will further enhance the great
31 work that you guys have already done down here. It will create 150-200
32 construction jobs for the next 15-24 months. It will create 12-15 full-time jobs
33 permanently. We are paying about 1.2 million in impact fees to the City, and will
34 continually be paying somewhere between 3-\$400,000 annually in real estate taxes
35 to the City. So, we think it will be a positive contributor to the City and certainly
36 maximize values of land stretching out to the SunRail Station. So, thank you very
37 much for having us.
38

39 Chairman Hawkins read aloud the P&Z Public Participation Process (see attached).
40 He emphasized that he was not going to limit public comment.
41

42 Chairman Hawkins opened the hearing to public comment on all three items.
43

1 Deborah Boos, 311 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746, came
2 forward and addressed the Board neither for nor against this project. She stated
3 that she was just an interested citizen at this point since this project is still relatively
4 new. She did, however, express her concern of growth and trees. She referenced
5 the City's logo with the green (trees) and blue (water) on it. She wanted this to be
6 taken into consideration with everything the City does. She was more concerned if
7 this would fit in with the ambience of the surrounding area rather than meeting
8 code. Since this is going to be in her backyard, she asked the Board if they would
9 want this in their back yard. She is a board member of Misty Oaks. She expressed
10 the concern of some of the Misty Oaks' citizens who were wondering if they were
11 going to see this four-story apartment building. She said that some of them will see
12 the apartments where they are used to seeing trees; that this will make a
13 difference. She was concerned about the impact on neighboring schools and the
14 numbers of toilet flushes per day that will be coming from this project. She didn't
15 know if we are ready for the infrastructure yet.

16
17 ValieJo Bailey, 337 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746, came
18 forward. She didn't state whether she was for or against this project, but she
19 questioned if these apartments will encompass retail and residential or just
20 residential.

21
22 Chairman Hawkins replied, it's all residential.

23
24 Beverly Parker, 204 Red Bud Court, Lake Mary, Florida 32746, came forward and
25 addressed the Board in opposition to the proposed three items. She stated this
26 project is going to be in her backyard; that they will look out to it. She said that they
27 already have all the noise from SunRail and are in opposition to that; that she just
28 didn't see having a four-story building here in Lake Mary right in her backyard. She
29 stated that they moved to Lake Mary because it was quiet, a low crime rate, and
30 they intended on staying here as long as they could stay in their home they built in
31 '91; that she has lived in Lake Mary for 25 years. She said that with this coming,
32 the crime rate is going to go up, that they already have had some vandalism, and
33 there is going to be more traffic/congestion. She stated this is not Downtown
34 Orlando; that if they wanted to live somewhere like that, that's where they would
35 have moved to and built or bought another home there. She said that she could
36 see where they were going to get forced out of their home and the property values
37 are going to go down. She stated that she thought this project would be great
38 somewhere else, but not for them, not in their backyard.

39
40 Bonnie McAllister, 323 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746,
41 came forward neither in favor nor opposed to the proposed three items. She said
42 that she has lived in Lake Mary since 1989. She stated that she currently works for
43 a developer and is on both sides of the fence here. She expressed her concern

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about the proposed height of the apartments and wanted it to be three stories instead of four since that is not the norm in the City and detracts aesthetically. She expressed her concern of this being the right location for luxury apartments. She said that she would prefer to see townhomes or a bit lesser of a density. She also expressed her concern about the traffic.

Chairman Hawkins asked Mr. Noto if he had any response to any of these comments.

Mr. Noto answered, I will address the school item. We did coordinate with Mike Rigby, who is the school facilities' planner with Seminole County School Board that did an initial review. They haven't done their full-blown school capacity analysis; however, I coordinate with Mike all the time for our residential developments and he has already sent me information saying that they will get their SCALD with no issues. So, we have coordinated in that aspect. The other items regarding view from Misty Oaks and the other neighborhoods, it would probably be best if the folks who have concerns either came to our office and I can show you the plans and that way they can see the elevations and we can go over the landscape plans.

TAPE 1, SIDE B

Member Miller stated that his expectation would be that property values would go up rather than down with putting this project at this location. He questioned Mr. Noto if he had an opinion about that.

Mr. Noto responded, I'll caveat it that I have never appraised property, but based on what we have done research on before and knowing what the values of those properties are, not the folks here, but the land as it sits now, we expect it to go up a lot, to use a very un-technical term. We expect the values to go up quite a bit.

Member Miller asked, on the comment about crime, has Chief Bracknell commented on what we are doing here?

Mr. Noto replied, they review the plans as a part of our staff level Development Review Committee (DRC). I think they are very lucky to be located right across the street from the Police Department, and so they will be literally out their front door. So, I am sure they will be on top of it every day.

Member Cartmill questioned, and on a project of this type, is there a green space requirement?

Mr. Noto answered, yes. Ten percent.

P&Z Public Participation Process

City staff and the applicant, or the agent for the applicant, will make their presentations first, followed by questions from the Planning and Zoning Board members. After the presentations from staff and the applicant, the Chairman will open the public hearing portion of the meeting to allow interested parties to speak for or against the item being considered. The public is instructed to keep their presentation factual, not be redundant, and to direct all comments to the Board, not to the applicant or to staff. From time to time, it may become necessary for the Chairman to limit the time that speakers may have. If a time limit is to be imposed, it will be announced at the time that the Public Hearing is opened. If a speaker wishes to be heard for the record but does not have any new information regarding the item being considered, the speaker shall give his/her name and address for the record and state that they agree with the presentation made by a previous speaker, giving the specific name of the person. When the Chairman believes that no additional information is forthcoming, the Chairman shall close the public hearing portion of the meeting.

QUASI-JUDICIAL SIGN-IN SHEET

1/22, 2013
Pt 2 MEETING
(please print)

Name Bonnie McAllister Phone No. 407-321-5211

Address 323 Oak Leaf Cr Lake Mary FL 32746

Item of Interest Apts - Station House

Name RICHARD RIGA Phone No. 407 936 6700

Address 353 OAK LEAF CIR 32746

Item of Interest STATION HOUSE

Name Valie Jo Bailey Phone No. 407-302-6260

Address 337 Oak Leaf Circle, LM 32746

Item of Interest station house

Name DEBORAH BOOS Phone No. 407-321-9739

Address 311 OAK LEAF CIR Lake Mary 32746

Item of Interest Station House & Supporting infrastructure changes

Name Thomas Scott Phone No. 407-810-0966

Address 317 OAK LEAF circle

Item of Interest Station House Project

Name Debra & David Phone No. 407-323-7484

Address 302 Oak leaf Cir

Item of Interest Station House

QUASI-JUDICIAL SIGN-IN SHEET

1/22, 2013
P12 MEETING

(please print)

Name Beverly Parker Phone No. 407 321 2787

Address 204 Red Bud Ct Lake Mary 32746

Item of Interest Station House

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: February 21, 2013

TO: City Commission

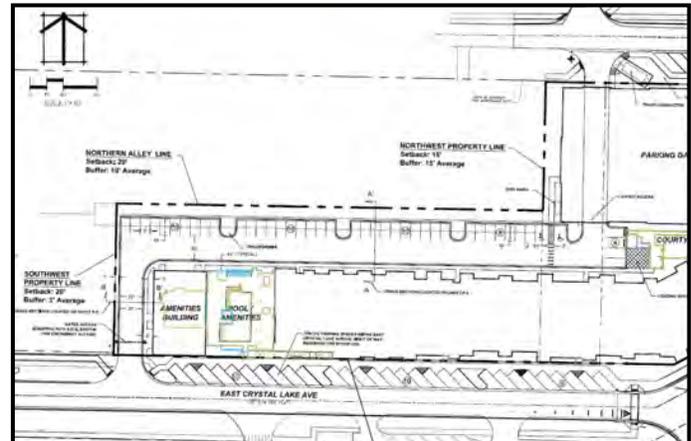
VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: ROW Use Agreement for The Station House

DISCUSSION: The Station House project has five main components before the City Commission this evening: The Preliminary and Final PUD, the Vacate of N. First St., a ROW Use Agreement, and a Parking Garage Agreement. Each has a very specific purpose for the project. This memo will provide a brief outline of the Right-Of-Way (ROW) Use Agreement (Agreement).

The general purpose of the Agreement is to allow the placement of a portion of the parking garage within the North First Street ROW, the dumpster to be located within the East Wilbur Avenue ROW, and to reserve the rights for 10 on-street parking spaces on the north side of East Crystal Lake Avenue for Station House Apartments, LLC (Owner). The exhibits in the Agreement more accurately show the location of these items.



RECOMMENDATION: Staff recommends approval of the ROW Use Agreement.

ATTACHMENTS:

1. ROW Use Agreement

Prepared by:
Stephen Noto, Planner
City of Lake Mary
100 N. Country Club Rd.
Lake Mary, FL 32746

Right-of-Way Utilization Agreement for Station House Apartments, LLC

This Right-of-Way Utilization Agreement (“Agreement”) is made and entered into this _____ day of _____, 2013, by and among **STATION HOUSE APARTMENTS, LLC**, a Florida limited liability company, (“Owner”) whose address is 359 Carolina Avenue, Winter Park, Florida 32789, and the **City of Lake Mary**, Florida, a Florida municipal corporation, (“City”) whose address is 100 N. Country Club Road, Lake Mary, Florida, 32746.

WITNESSETH:

Whereas, the City has jurisdiction over certain streets and rights of way located within the incorporated limits of the City of Lake Mary in accordance with state law;

Whereas, these public rights of way are held by the City for the benefit of the general public for functions including, but not limited to, vehicular and pedestrian travel and access;

Whereas, it is City policy to preserve the utility of the public rights of way for these purposes, and written authorization is required for any private use of public lands;

Whereas, the Owner has requested authorization from the City to utilize and improve the northern portion of the 1st Street right of way, Wilbur Avenue right of way, and public alleyway by installing and maintaining certain landscaping, pavement, lighting, parking, marking, signage, and by maintaining a garbage dumpster and other improvements for the benefit of the Owner and the general public;

Whereas, the Owner has requested authorization from the City to use 10 parking spaces on Crystal Lake Avenue, for the exclusive benefit of the Owner;

Whereas, the Owner has submitted a preliminary site plan for development of an apartment complex (“Project”) located in the Downtown, near the Sunrail Station, including a parking garage and surface parking;

Whereas, this Agreement will facilitate the construction of said surface parking and a parking garage to enhance the viability of the Project by allowing Owner to use the northern portion of 1st Street for the parking garage and surface parking, and allowing Owner to use 10 parking spaces on Crystal Lake Avenue, and a portion of Wilbur Avenue for the location of the garbage dumpster;

Whereas, the presence of the Project in the City will bring a significant number of persons to the City who will generate expenditures and employment which will result in significant economic benefits to the City, including strengthening property values;

Whereas, the Project will promote development and economic growth and increase economic diversification in the area around the Sunrail Station to create an economic development center for the community;

Whereas, the Owner and the City recognize and agree that this Agreement does not represent the City's approval of nor express the City's intent to approve the Owner's future Project in any particular way or manner except in accordance with controlling development orders and the land development regulations of the City, nor does it bind the City in any way regarding the City's review of Owner's Project; and

Whereas, the City has determined that the terms and conditions of this Agreement are in the best interests of the public health, safety and welfare of the citizens of the City and provide for a public benefit.

1. RECITALS

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

2. SKETCH AND LEGAL DESCRIPTION OF THE RIGHT-OF-WAY SUBJECT TO THIS AGREEMENT AND APPROVAL OF USE

The sketch and legal description of the portion of the 1st Street right-of-way and alleyway that is the subject of this Agreement is attached hereto as **Exhibit A**, and attached as **Exhibit B** is a drawing showing the location of the garbage dumpster on Wilbur Avenue and the location of the 10 parking spaces on Crystal Lake Avenue ("Subject Property").

Owner is authorized to use the Subject Property for the purpose of constructing, replacing, maintaining and using surface parking and a parking garage, and for the location of the garbage dumpster ("Facilities"), provided they first obtain all necessary permits and authorizations required by the City.

Such permits and authorizations will be subject to the provisions of City Code and this Agreement, which will be incorporated by reference in such permits and authorizations as if fully set forth in whole. Such permits and authorizations will also be subject to any other applicable City ordinances, resolutions, codes, policies and standards.

Nothing in this Agreement exempts or otherwise limits Owner's obligation to pay ad valorem tax on the Subject Property.

3. GENERAL CONDITIONS

A. Permits and Authorizations. Owner shall apply for and obtain all necessary permits and authorizations prior to the construction, installation and operation of its Facilities on the Subject Property.

B. Installation of Equipment. All Facilities will be installed and maintained at such locations as are shown on **Exhibit A** and Exhibit B, and any subsequent amendments as may be approved by the City, so as to least interfere with existing and planned utilities and with the free passage of traffic, in accordance with the laws of the State of Florida, and the ordinances and standards of the City regulating such construction.

C. Record of Installations. As a condition of this Agreement, Owner shall provide to the City, upon request and at no cost, a copy of all as-built plans, maps and records, including revealing the final location and condition of its Facilities within the Subject Property. Such records shall be provided in a format acceptable to the City.

D. Hold Harmless and Indemnity.

1. Owner shall indemnify, save harmless and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by Owner or its use of the Subject Property, including, but not limited to, Owner, its agents, employees, subcontractors and their successors and assigns, as well as the City or the City's employees, elected and appointed officials and agents, contractors, and all third parties. Owner shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by Owner or caused, in whole or in part, by the presence of Owner or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City rights-of-way or City utilities. Such indemnifications will not extend to damages, claims, or demands that are caused by the negligence or intentional misconduct of the City, its employees, agents, or contractors.

2. Owner agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

E. Insurance. Owner shall maintain in full force and effect throughout the term of this Agreement the following insurance on the Subject Property:

i. Five Million Dollars (\$5,000,000.00) comprehensive general liability insurance for bodily injury or death to any one person;

ii. Five Million Dollars (\$5,000,000.00) comprehensive general liability insurance for bodily injury or death resulting from any one accident;

iii. Five Million Dollars (\$5,000,000.00) comprehensive general liability insurance for property damage resulting from any one accident; and

iv. The City shall be named as an additional insured on any policy for the purpose of any actions performed under this Agreement.

F. Civil Penalties and Additional Relief. Notwithstanding any other provision herein, the City may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this Agreement. In addition to the penalties set forth in this section, violation of any provision of this Agreement may also result in the revocation of this Agreement or other authorizations.

G. Non-Exclusive/Non-Interference. The rights and privileges herein granted shall not be deemed exclusive and the right is hereby reserved to the City to exercise the rights and privileges herein granted; provided that such exercise does not disturb or affect the rights and privileges herein granted to Owner.

4. MAINTENANCE RESPONSIBILITIES

A. During the term of this Agreement, the Owner, and its legal successors and assigns, shall be responsible for the maintenance of any and all Facilities within the Subject Property.

B. These responsibilities shall include, but not be limited to, the continual maintenance of the Subject Property at a level sufficient to allow for the use by the Owner as set forth herein.

C. The Owner may, during the term of this Agreement, with written City authorization, remove said Facilities and fully restore the Subject Property to substantially its previous condition.

E. Abandonment or Non-Use of Facilities. In the event Owner discontinues commercial use of any Facility located in the Subject Property for a period of one year or longer, the City may, upon ninety (90) days written notice to Owner from the City, require removal of all such Facilities from the Subject Property at the Owner's expense. If Owner fails to remove such Facilities upon proper notice from the City, the City may remove such Facilities and the Owner shall be responsible for reimbursing the City for the City's cost of removal. Notwithstanding any other provision of this Agreement, the City may permit Owner to abandon such Facilities in place; however, no Facilities of any type may be abandoned in place without the express written consent of the City. Upon permanent abandonment, the Facilities shall become the property of the City, and the Owner shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring ownership of such Facilities to the City. The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.

5. COMPLIANCE WITH LAWS

By acceptance of this Agreement, the Owner agrees to comply with the requirements of the Fair Labor Standards Act, the Occupational Safety and Health Act, and any and all other applicable Federal, State, Seminole County, or City regulations, or other applicable local laws, ordinances, regulations and codes. The Owner further agrees to indemnify and hold the City harmless from any loss or damage that may be sustained by the City by reason of the Owner's failure to comply with any Federal, State, Seminole County, or City regulations, or other applicable local laws, ordinance, regulations and codes.

6. POLICE POWERS

Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. Owner shall not by this Agreement obtain any vested rights to use any portion of the City right-of-way except the Subject Property, and then only subject to the terms and conditions of this Agreement. This Agreement and the permits and authorizations issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits and authorizations.

7. CAPACITY

Each party signing this instrument hereby certifies that he/she is duly authorized to enter into this Agreement in his/her respective representative capacity, and that once fully executed, this instrument shall be legally binding on the parties hereto.

8. SEVERABILITY

If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

9. TRANSFERABILITY

The rights and privileges granted to Owner as provided in this Agreement may only be assigned or transferred to another entity with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. However, Owner may assign or transfer this Agreement to any affiliate, parent or subsidiary of Owner, or to an entity with or into which Owner may merge or consolidate, or to an entity which controls, is controlled by, or is under common control with such entity or to any purchaser of all or substantially all of the assets of Owner without the requirement for City approval, so long as the successor provides written notice to the City that it agrees to be fully liable to the City for compliance with all terms and conditions of this Agreement.

10. MODIFICATIONS OF TERMS AND CONDITIONS

The City and Owner hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement and any permit issued hereunder upon written agreement by both parties to such alteration, amendment or modification.

11. EFFECTIVE DATE

This Agreement shall take effect upon execution by both parties to this Agreement.

12. VENUE AND APPLICABLE LAW

Any and all legal action necessary to enforce the Agreement will be held in Seminole County and the Agreement will be interpreted according to the laws of Florida.

13. ENTIRE AGREEMENT AND BINDING EFFECT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This Agreement and all rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees in interest.

14. COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

15. DURATION OF AGREEMENT

The duration of this Agreement shall be for a term of 99 years from the effective date of this Agreement, with an automatic 99 year renewal at the end of the first 99 year term.

16. NOTICES

Formal written notice, demands, correspondence and communication between the City and the Owner shall be sufficiently given if sent by certified mail, return receipt requested, or reliable overnight courier, to the other party at the following address:

To the City: CITY OF LAKE MARY
Attention: City Manager
Post Office Box 958445
Lake Mary, Florida 32795

To the Owner: STATION HOUSE APARTMENTS, LLC
Attention: Kyle D. Riva
359 Carolina Avenue
Winter Park, Florida 32789

17. RECORDING

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

Witnesses:

Printed Name: _____

Printed Name: _____

City of Lake Mary, Florida

By: _____

David J. Mealor, Mayor

ATTEST:

By: _____

Carol A. Foster, City Clerk

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by David J. Mealor, Mayor for the City of Lake Mary, Florida, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public

Printed Name: _____

My commission expires:

Witnesses:

Station House Apartments, LLC, a Florida limited liability company,

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ for Stations House Apartments, LLC, a Florida limited liability company, on behalf of said entity, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public
Printed Name: _____

My commission expires:

EXHIBIT A
[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY]

CRYSTAL LAKE WINTER HOMES,
for
THE CITY OF LAKE MARY, FLORIDA

Legal Description

All that part of that certain 20 foot alley as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying West of the West Right-of-way Line of First Street and East of the Northerly extension of the West Line of Lot 25. Block 28, said CRYSTAL LAKE WINTER HOMES, AND ALSO all that part of First Street, as shown on said CRYSTAL LAKE WINTER HOMES, lying South of the South Right-of-way Line of Wilbur Avenue and North of the Easterly extension of the centerline of that certain 20 foot alley in Block 28 of said CRYSTAL LAKE WINTER HOMES.

SURVEY NOTES:

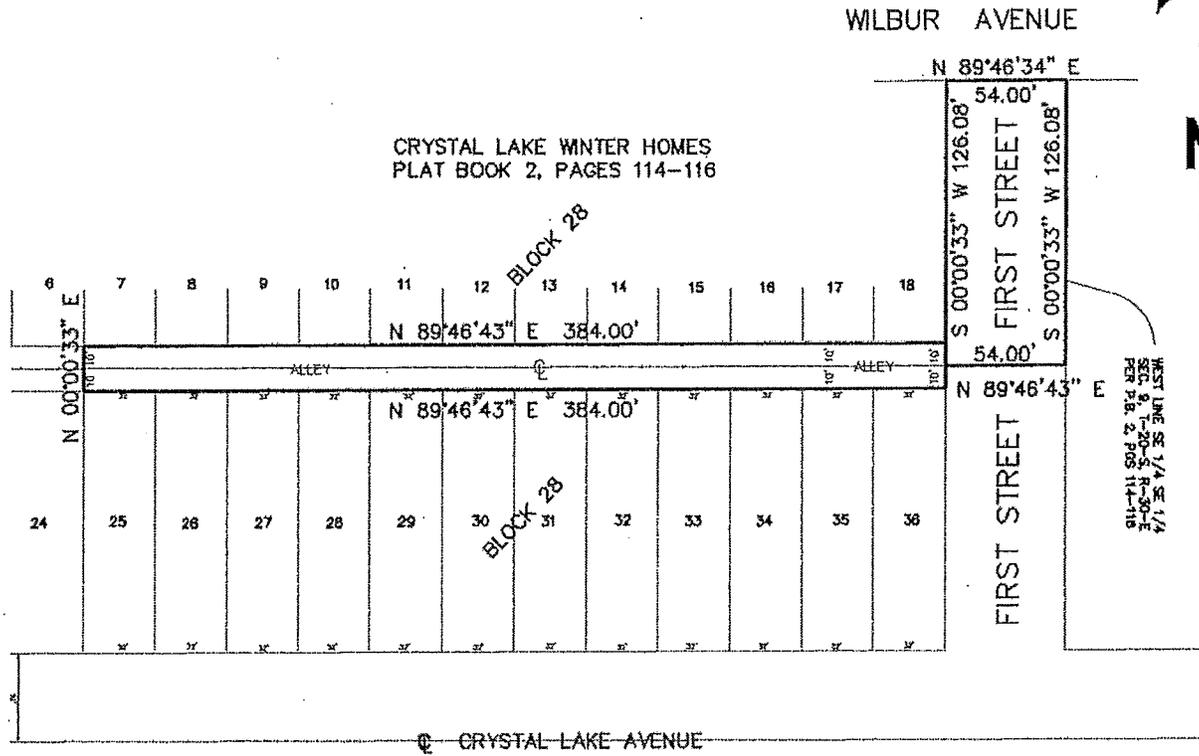
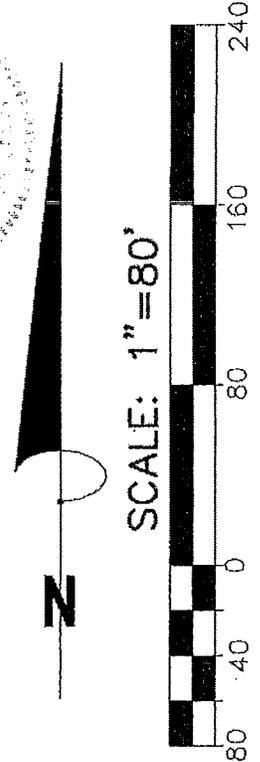
- 1) This is not a "Boundary Survey", only a sketch of the above legal descriptions prepared by this surveyor.
- 2) Bearings shown hereon are based on the South Line of Block 28 being N.89°46'51"E. (GPS Datum)
- 3) This legal description was prepared on 5 October 2012.

Surveyor's Certificate

This is to certify that this "Sketch of Description" of the above-described property and the plat hereon delineated is an accurate representation of the same. I further certify that this survey meets the Minimum Technical standards set forth by the Florida Board of Surveyors and Mappers pursuant to Chapter 5J-17 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

R. Blair Kitner

R. BLAIR KITNER – P.S.M. No. 3382
2597 Sanford Avenue – Sanford, Florida 32772 (407) 322-2000
Not valid without raised seal of Surveyor



PROJ. NO. 12-74(C)

EXHIBIT B
[SKETCH OF PARKING SPACES ON CRYSTAL LAKE AND
WILBUR AVENUE GARBAGE DUMPSTER]

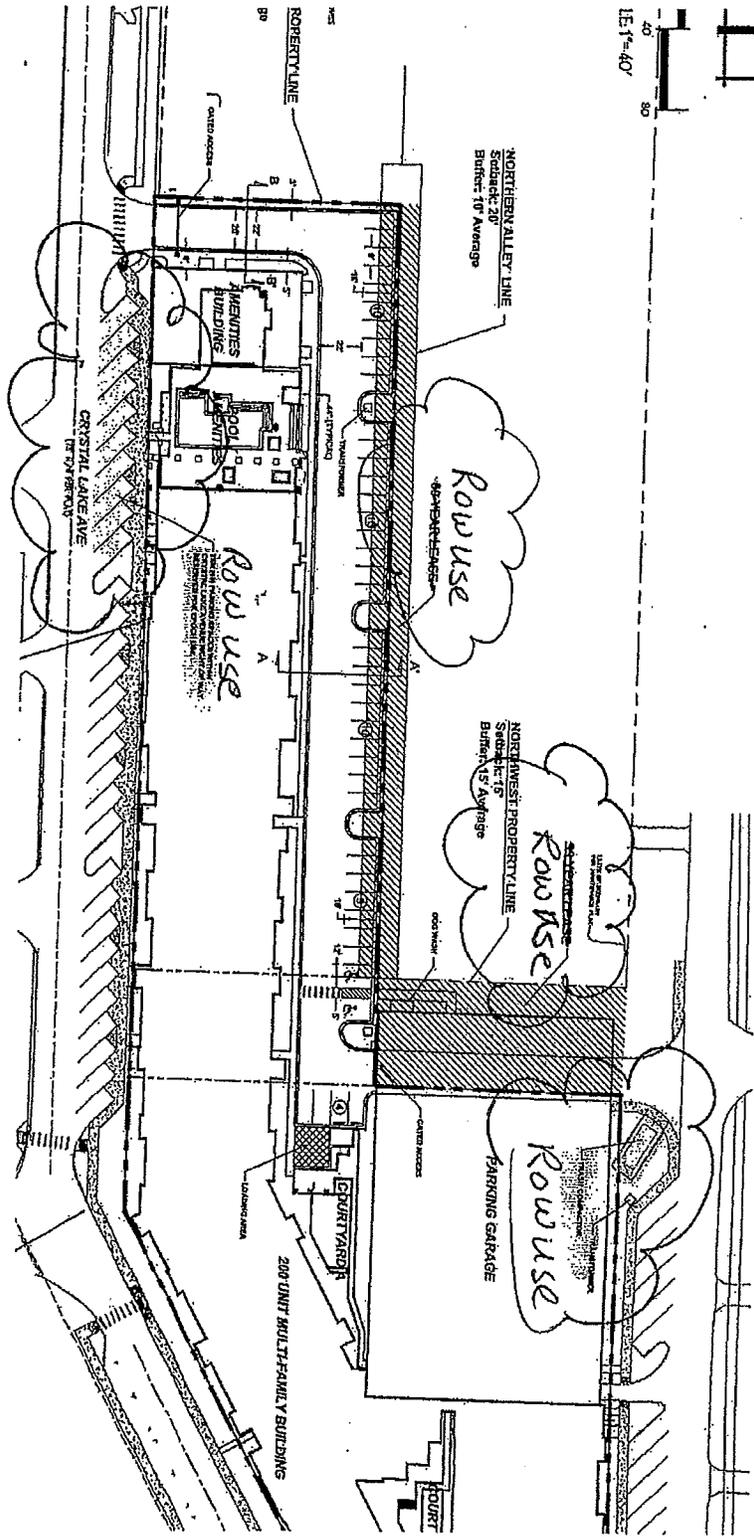


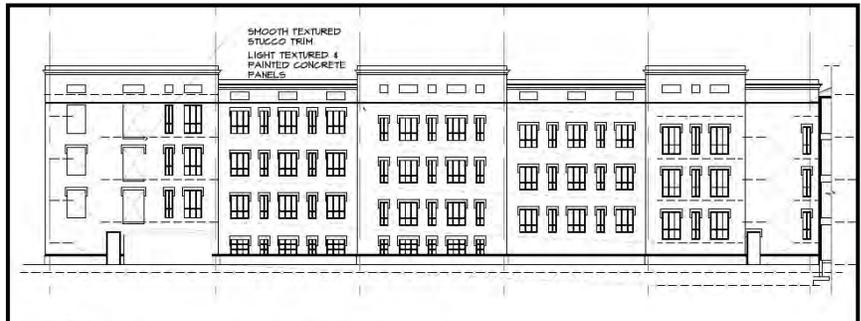
EXHIBIT B



MEMORANDUM

DATE: February 21, 2013
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Steve Noto
SUBJECT: Parking Garage Agreement for The Station House

DISCUSSION: The Station House project has five main components before the City Commission this evening: The Preliminary and Final PUD, the Vacate of N. First St., a ROW Use Agreement, and a Parking Garage Agreement. Each has a very specific purpose for the project. This memo will provide a brief outline of the Parking Garage Agreement (Agreement).



The general purpose of the Agreement is to memorialize the City's contribution of \$1.8 million towards construction of the garage, and assorted landscaping along street frontages and the project via the Downtown Economic Policy Initiative (DEPI). There are additional details in the Agreement regarding garage financing, construction, timelines, easements, maintenance, and insurance. Of note, the garage will be maintained by Station House Apartments, LLC (Owner) at the joint expense of the Owner and the City (the City's expenses are described in more detail on Page 7 and Exhibit "E" of the Agreement).

Exhibit "B" of the Agreement is the Parking Access Easement Agreement. The Owner is granting the City an easement over 67 parking spaces on the first floor of the garage that shall remain open for the public. The easement includes general pedestrian access in and around the garage. Exhibit "D" of the Agreement outlines the Guarantee for the Garage.

RECOMMENDATION: Staff recommends approval of the Parking Garage Agreement.

ATTACHMENTS:

1. Parking Garage Agreement

Z:\commdev\staff reports\Miscellaneous\Station House Parking Garage Agreement.doc

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

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

PARKING GARAGE AGREEMENT

This Parking Garage Agreement (“Agreement”) is made and entered into this _____ day of _____, 2013, by and between **STATION HOUSE APARTMENTS, LLC**, a Florida limited liability company, (“Owner”), whose address is 359 Carolina Avenue, Winter Park, Florida 32789, **EPOCH PROPERTIES, INC.**, a Florida corporation (“Epoch”), whose address is 359 Carolina Avenue, Winter Park, Florida 32789, and the **CITY OF LAKE MARY**, Florida, a Florida municipal corporation, (“City”) whose address is 100 N. Country Club Road, Lake Mary, Florida, 32746. (Owner, Epoch and City are sometimes collectively referred to herein as the “Parties”)

WITNESSETH:

WHEREAS, the City and Station House entered into that certain Contract for Sale and Purchase (Ordinance No. 1456) dated on or about February 16, 2012, (the “Contract”) to sell certain property, and facilitate actions so that other property would eventually be controlled by Station House generally located at E. Crystal Lake Avenue and Old Lake Mary Road, and more fully described in **Exhibit A** (the “Property”); and

WHEREAS, Owner intends to develop a project on the Property in accordance with that certain Planned Unit Development Ordinance No. _____ adopted by the City on _____, 2012, and applicable ordinances and codes of the City of Lake Mary not inconsistent with the terms and provisions of this Agreement (“Project”), and Epoch has agreed to oversee the Project; and

WHEREAS, Station House has simultaneously with the acquisition of the Property obtained a loan from _____ (“Lender”) and deposited with Lender sufficient equity to develop the Project; and

WHEREAS, the Project consists of a luxury 200 unit multi-family development known as Station House, and associated public/private parking garage; and

WHEREAS, the Project is located in an area designated as a Transit Oriented Development (TOD) next to the proposed SunRail line and station; and

WHEREAS, the City, via the Downtown Economic Policy Initiative (DEPI), is providing certain economic incentives relating to partial funding of the parking garage (“Garage”) in furtherance of the municipal purpose of securing the Project and the Garage within the City and expanding economic activity within the City’s jurisdictional borders, under section 166.021(9), Florida Statutes, through a public private partnership to allow for public parking, along with private parking for the Station House; and

WHEREAS, as an economic incentive for Owner to oversize the Garage to accommodate public parking, City has agreed to contribute \$1.43 million towards the construction of the Garage on the Property. Without this contribution, the Garage could not be built. The City has also agreed to contribute \$400,000.00 for landscaping improvements along street frontages and throughout the Project (together referred to as the “Funds”); and

WHEREAS, the City’s contribution of Funds to the landscaping and the Garage is not a lending or pledge of the City’s credit, but is a one-time legislative appropriation of funds by the City, and the City is not a joint venturer with the Owner; and

WHEREAS, the City Commission deems the development of Station House and the associated public-private Garage to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City and increasing property values; and

WHEREAS, the presence of the Project within the City will bring a significant number of persons to the City who will generate expenditures and who will utilize the SunRail station and surrounding businesses, and will result in significant economic benefits to the City; and

WHEREAS, the City has determined that the development of the Project pursuant to the PUD agreement will advance a paramount public purpose by promoting downtown redevelopment, economic development, job growth, the future expansion of the City’s tax base, the diversification of the City’s tax base, and will increase ridership on SunRail; and

WHEREAS, this Agreement and the PUD Agreement will include all the terms necessary to ensure that the economic incentives provided by the City to Owner ultimately serve their intended municipal purpose of enhancing the prospects for local economic development; and

WHEREAS, the parties agree that the economic incentives detailed here are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Lake Mary, Florida; and

WHEREAS, the City is authorized by its home rule power to enter into this Agreement; and

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

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

1. **RECITALS.**

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

2. **GARAGE FINANCING.**

A. The Owner has represented and hereby represents to the City that without City participation in the Project as provided herein, the Project is not possible. Such participation is essential to the successful development of the Project. The City agrees to participate as set forth herein to the extent permitted by law.

B. Owner has deposited with Lender sufficient equity to develop the Project. The Owner will record this Agreement and the PUD Agreement prior in time to the recording of the mortgage and other loan documents, or require any mortgagee to subordinate its interest to this Agreement and the Easement attached as **Exhibit B**. The Owner covenants that the proceeds of such financing, together with any other funds provided by the Owner, shall be sufficient to pay the cost of construction of the Project and provide adequate initial operating capital for the Project.

C. In order to induce Owner to acquire the Property and to cause the initiation of construction of the Garage, the City agrees to pay the sum of **One Million Four Hundred Thirty Thousand and No/100 Dollars (\$1,430,000.00)** as compensation for the addition of public parking in the Garage, and **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for landscaping along street frontages and throughout the Project (the "Funds").

D. Funds Escrow.

1) The City will deposit the Funds into an escrow account held by Lender upon Owner's closing of the loan for the Project, and the Funds will be disbursed by Lender in accordance with the Construction Loan Agreement between Owner and Lender.

2) In funding the construction of the Project, Lender's loan documents shall provide that Lender will disperse the equity funds of Owner first, and second the contribution by City, prior to extending or disbursing any Lender Funds. Also, Lender's loan documents will provide that the Garage must be built simultaneously with the first phase of construction of the apartment project.

3) Lender's loan documents shall further provide that in the event of default by Owner or Epoch, Lender shall notify City, prior to Lender accelerating the indebtedness or filing any legal action, and City shall have a period of 30 days to cure the default or negotiate an agreement with Lender regarding said default.

4) City shall be provided copies of all applicable payment and performance bonds. Upon request, during the course of construction, Owner will furnish to City all back-up items for the Garage construction only.

5) Owner will further provide to City, promptly upon request, copies of all receipts, reports, approvals of draws or construction inspection forms from its inspecting architect or consultant pertaining to the Garage.

E. Upon the depletion of the Funds by the Owner or Lender, all further construction costs of the Project or the Garage sustained by Owner will be at the risk of and the sole responsibility of Owner, and not the City.

F. The Funds are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than development of the Project may subject the Owner, and Epoch, their officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the Owner shall have the following obligations pertaining to the use of the public funds and the oversight of the Owner's activities:

1) The Owner shall provide monthly draw requests to the City which shall reflect the balance of the Funds in escrow, and the use of the Funds.

2) Upon reasonable written request from the City, the Owner will utilize its best efforts to attend City meetings pertaining to any matter relating to or in connection with this Agreement.

G. Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that the City is not responsible or obligated to provide any additional funding to the Owner or Lender or to approve reductions in the scope of the Owner's responsibilities. The Owner acknowledges and agrees that Owner will bear the sole responsibility to perform the Owner's obligations and to provide any additional funds necessary to perform and achieve the Owner's obligations, regardless of the actual costs, and even if those costs exceed the Owner's cost estimate. Any expenditure made by Owner pertaining to or in connection with performing or achieving the Owner's obligations prior to the Effective Date is undertaken at the Owner's sole expense. Further, the Funds as provided herein are secured solely by the one-time legislative appropriation of funds by the City. Under no circumstances shall this Agreement constitute a pledge of the faith and credit of the City, or be secured by ad valorem taxes or any other revenue source of the City. The City's obligation to pay Owner for Project Costs constitute a limited obligation of the City. That obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Florida constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.

3. SECURITY/CONSTRUCTION CONTRACT FOR GARAGE.

A. Preliminary/Final Development Plan. Owner agrees to construct the Garage in substantial conformity with the Preliminary/Final Development Plan attached as **Exhibit C**. The

Garage shall consist of a ground plus 3.5 level structure. City and Developer's responsibilities associated with the structure are further addressed in the PUD Agreement, which provides, in part:

- (1) The City shall retain use of sixty-seven (67) parking spaces on the first floor and a portion of the second floor for public use up to the gate. Public access for those parking in the structure will be provided by sidewalk from the parking structure to Crystal Lake Avenue.
- (2) The Developer will retain use of the remaining parking spaces. Resident parking shall be gated, and not be public parking.
- (3) Minimum parking space: nine feet by eighteen feet (9'x 18').
- (4) Minimum motorcycle parking space: three feet by ten feet (3' x 10'). Where motorcycle spaces are provided in lieu of automobile spaces, not more than ten (10) spaces of the automobile spaces may be converted.
- (5) Minimum compact parking space: seven and one-half feet by seventeen feet (7.5' x 17'). Up to 100 spaces of the parking structure spaces may be designed as compact spaces.
- (6) Parking spaces may include encroachments for building structure, utilities, and fall protection for pedestrians or vehicles.
- (7) Minimum drive aisle: twenty-two feet (22').

City and Owner acknowledge and agree that the Preliminary/Final Development Plan for the Garage will be subject to modification and revision as the development process for the Project continues, and that modifications and revisions to the Preliminary/Final Development Plan are permitted provided that the modifications and revisions do not substantially alter the nature of the Project and provided further that the modifications and revisions comply with applicable City ordinances, agreements, and permits, including without limitation applicable planned development ordinances as same would pertain to Station House development.

B. Owner shall enter into a development contract with Epoch Properties, Inc., incorporating the terms of this Agreement and reciting that City is a third party beneficiary. Owner and Epoch will utilize a guaranteed maximum price construction contract. Epoch will obtain at least three (3) bids from subcontractors for the construction of the Garage and will require each of its sub-contractors to secure a statutory payment and performance bond in an amount equal to 110% of the construction cost of the work to be performed by said sub-contractor, as said construction cost is adjusted from time to time by Change Orders, in a form and with a surety acceptable to the City, and naming the City and Owner as its beneficiary. These bonds will be independent of any bonds the Owner obtains for construction of the Station House apartments. Both Epoch and Owner will ensure that liens of any kind attaching to the Garage will be satisfied or transferred to security per Section 713.24, Florida Statutes, and will fully indemnify the City for any liens attaching to the Garage at any time. Owner and Epoch will have full responsibility for construction of the Garage in accordance with all applicable codes, permits and laws, including the Americans with Disabilities Act, and Chapter 713.

C. Epoch will provide City a personal guaranty from both Epoch the corporation, and its CEO, guaranteeing completion of the Garage, in the form attached as **Exhibit D**.

4. **TIMELINE.**

Timeline for Construction of Station House and Garage. The parties acknowledge and agree that the proposed construction of the Project by Owner is the consideration for the City's willingness to contribute to the Garage. Owner acknowledges and agrees that it intends to pursue the approval, development and construction of the Project diligently and in good faith. The Owner shall, at its sole cost and expense, on or before sixty (60) days from date of acquisition of the Property, commence construction of the Project, and complete construction not later than 30 months. "Commence Construction" shall mean mobilization of the Owner's contractor on the Project site including equipment and personnel necessary to begin site preparation and construction of improvements. Owner agrees to begin construction of the Parking Garage simultaneously with commencement of vertical construction of the apartment project.

5. **EASEMENTS.**

A. Simultaneous with the recording of this Agreement, Owner will grant and convey to the City a perpetual nonexclusive access easement to the entire first floor and a portion of the second floor of the Garage up to the gate for dedicated public parking consisting of 67 spaces and a non-exclusive easement over and across the ingress and egress from the Garage, as depicted on the Preliminary/Final Development Plan attached as **Exhibit C**. A form of the proposed Parking Access Easement is attached hereto as **Exhibit B**.

B. Other than the City's non-exclusive right in common with Owner to use the designated walkways, driveways, and access areas, sidewalks, service areas, parking areas, and other areas within the boundaries of the Project depicted on **Exhibit C** for their normal or intended purposes to be granted through **Exhibit B**, the Parking Access Easement, the public shall have no right of access to other areas of the Project.

6. **MAINTENANCE OBLIGATIONS AND EXPENSES.**

A. Owner Maintenance Obligations. Owner shall, upon completion of the Garage, maintain the Garage and the improvements thereon, including but not limited to, electrical, plumbing, heating and air conditioning, mechanical, structural, security, roofing, stormwater control, landscape and irrigation systems, (collectively "Systems"), in a satisfactory working condition at all times. Owner shall also provide routine maintenance to the Systems, to prevent any excessive wear and tear caused by public use and the Owner's occupancy. Owner shall use commercially reasonable efforts to ensure that the Garage is maintained to meet all current requirements of any city, county, state and federal laws and regulations applicable to garages, including the Americans with Disability Act, and as amended from time to time. The Owner shall be responsible for maintaining the entire Garage, subject only to the provisions contained herein for the City's payment of its prorata share of the cost. Owner will provide routine maintenance to the Systems, to prevent any excessive wear and tear caused by public use and the Owner's occupancy. Owner shall ensure that the Garage is maintained to meet all current requirements of any city, county, state and federal laws and regulations applicable to the Garage, as amended from time to time.

B. City Contribution to Maintenance Expenses.

1) The Garage shall be maintained by Owner at the joint expense of Owner and City. A list of acceptable maintenance expenses is attached hereto as **Exhibit E**. The City's prorata share shall be 21% of the total of acceptable maintenance expenses listed in **Exhibit E** which are properly presented to City through invoices. With reasonable promptness after the end of each calendar year during the term of this Agreement, the Owner shall submit to City a statement of the maintenance expenses, and City's share of maintenance expenses, for such year, setting forth in reasonable detail an accounting of the maintenance expenses for the year. Within 30 days after submission of such statement, City shall pay to the Owner its share of all proper and documented maintenance expenses for such year according to the statement. In any calendar year, the City's share of the maintenance expenses cannot exceed in excess of 10% of the budgeted amount, unless mutually agreed.

2) The Owner must submit a budget to the City by June 1 of each year specifying the anticipated capital and operating expenses for the Garage for the upcoming year. City shall have 10 days to review and inform Owner of any objections. The budget will not be implemented until there is mutual agreement between the City and Owner.

C. The City shall have the right from time to time, but not more frequently than twice in any calendar year, to audit the books and records of the Owner, and of any third party management company, relating to the operation of the Parking Garage. Such audit shall be carried out only by City or by an independent firm or certified public accountants, and shall be subject to the City's and any third party management company's reasonable audit procedures. No party conducting such an audit shall be compensated on a contingency or other incentive basis. If any such audit establishes that the Owner has misstated the maintenance expenses, corrective entries shall be made on the basis of such audit, and a reconciling payment shall be made promptly by the Owner to City or by the City to the Owner, as applicable. The cost of any audit performed pursuant to this Section shall be borne by City, unless the audit establishes an overstatement of maintenance expenses by more than 10%, in which event the Owner shall reimburse the City for the reasonable cost of the audit.

D. Damage and Destruction; Duty to Repair. If the Garage or any improvements or equipment thereon are damaged or destroyed by reason of fire or any other cause, Owner shall promptly repair or rebuild the Garage and its improvements, so as to make the Garage and any improvements thereon at least equal in value to the Garage improvements existing immediately prior to the occurrence and as nearly similar to it in character as is practicable and reasonable. To the extent that available insurance proceeds are not adequate for the purpose of repairing the damage, the parties shall contribute the deficiency in the prorated amount of seventy nine percent (79%) for the Owner and twenty one percent (21%) for the City. Owner shall obtain a final certificate of occupancy before the Garage is re-occupied for any purpose. The repairs or rebuilding shall be completed free and clear of mechanics' liens or any other liens, and in accordance with the building codes and all applicable laws, ordinances, regulations, or orders of any state, municipality, or other public authority affecting the repairs or rebuilding, and also in

accordance with all requirements of the insurance rating organization, or similar body related to the Garage.

E. Right of Entry. City shall have the right to enter and inspect all of the Garage at all reasonable times.

F. Utilities. Owner and City shall pay prorata all costs (including installation, deposits, and usage) for utilities, including but not limited to, electricity, telephone, water, gas, sewerage, garbage and trash collection, if any, associated with the use of the Garage. City will pay 21% of these costs.

G. Fees and Taxes. Owner and City shall pay prorata all fees and taxes, if any, levied on the Project and Garage or its contents and deliver to City the appropriate receipts that show payment thereof. Fees and taxes shall include but are not limited to, income tax, real property tax, personal property tax, sales tax and stormwater fees, and street lighting fees.

7. AMENDMENT OR CANCELLATION.

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

8. 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, or (ii) upon 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.

To the City: CITY OF LAKE MARY
Attention: City Manager
Post Office Box 958445
Lake Mary, Florida 32795

To the Owner: STATION HOUSE APARTMENTS, LLC
Attention: Kyle D. Riva
359 Carolina Avenue
Winter Park, Florida 32789

9. HOLD HARMLESS AGREEMENT/INDEMNIFICATION FOR CONSTRUCTION.

A. In consideration of the City granting certain development incentives pursuant to this Agreement to Owner in connection with the development of the Project, the Owner shall pay, indemnify and save harmless the City, its agents, elected and appointed officers, attorneys and employees from all suits, actions, claims, demands, damages of every kind and description to which the City, or their agents, officers, attorneys or employees may be held liable by a court of competent jurisdiction by reason of injury to persons or death or property damage, resulting from or growing out of any negligence or fault of the Owner its agents or employees, or its contractors or subcontractors occurring in connection with any building, construction, installation or development work, service or operation being undertaken or performed by or for the Owner, in, on or over the Project site.

Provided, however, that the indemnification provided in and contemplated by this section shall not be applicable to the extent that a decision or judgment of a court of competent jurisdiction holds that any injury to persons or death or property damage was solely attributable to acts of negligence or fault of the City, or their officers, attorneys or employees.

B. In the event that a decision or judgment of a court of competent jurisdiction holds that any injury to persons or death or property damage was the result of joint acts of any or all of the parties, then each party shall be responsible for its proportionate share of those damages to the extent provided by law.

C. The City does not waive the limits of sovereign immunity set forth in section 768.28, Florida Statutes.

D. No recourse shall be had for any damages or claims based upon any representation, obligations, covenant or agreement in this Agreement against any past, present or future officer, member, legal counsel, employee, director or agent, as such, of the City, either directly or through the City or respectively, any successor public or private corporation thereto under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, legal counsels, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement.

E. This Section shall survive the Completion Date of the Project and shall remain in full force and effect until all obligations and requirements under this Agreement have been completed.

F. Definitions. As used herein, "Damages" shall mean all damages (excluding indirect, consequential, or incidental damages), liabilities, claims, losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, or at trial or in any appellate or administrative proceeding) for Bodily

Injury or Property Damage as defined hereinafter. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of the foregoing. "Property Damage means physical injury or tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

G. Owner Indemnification. Owner shall defend, pay on behalf of, and hold the City harmless from any and all damages, loss or liability occurring by reason of any injury or any person or property occasioned by an act or omission, neglect, or wrongdoing of the Owner or any of its officers, agents, employees, invitees or contractors, acting within the scope of their office, agency, employment, invitations, or contract, excepting such damages, loss or liability that may result from the City's negligence, and Owner shall, at its own cost and expense, including but not limited to, attorneys' fees and costs at trial and on appeal, if applicable, defend and indemnify the City against any and all such claims or demands whether or not a lawsuit is filed, which may be claimed to have arisen as a result of, or in connection with the Owner's failure to comply and conform with any law, statutes, ordinance or regulation now or hereinafter in force including, but not limited to, violations of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto in the construction of the Garage.

H. No Insurance Limitation. The provisions of this section are independent of, and will not be limited by, any insurance obligations in this Agreement, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve the Owner of any duties set forth in this Agreement.

I. Risk of Loss. Owner shall store its property in and shall occupy the Garage and all other portions of the Garage at its own risk. Owner releases the City, to the fullest extent permitted by law, from all claims of every kind resulting in loss of or damage to property.

J. Third Person. The City shall not be responsible or liable to Owner or to those claiming by, through or under Owner for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

K. Defects. The City shall not be responsible or liable for any defect in the Garage or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of Owner or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Garage or for any damage caused by or resulting from acts of God or the elements, the failure of any public utility in supplying utilities to the Garage or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Garage, building, machinery, apparatus or equipment by any other person or by or from the acts of negligence of any occupant of the Garage.

L. Notice. Owner shall give prompt notice to City in case of fire or accidents or other casualties on or about the Garage or of any defects in any fixtures or equipment therein.

10. INSURANCE.

A. Insurance During Construction.

1) During the construction period of the Project, the Owner, at its expense shall maintain the following insurance for each construction phase or in its entirety from an insurance company acceptable to the City's Risk Manager:

- a. Builder's Risk Policy for physical damage or loss as a result of fire, flood, and other hazards or risks customarily insured against in Lake Mary upon commencement of construction with limits equal to the completed value of the project and no coinsurance penalty provision.
- b. Comprehensive General Liability Coverage of not less than \$5,000,000 per occurrence for bodily injury, personal and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- c. Workers' Compensation Coverage as required by the laws of the State of Florida, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident.
- d. Automobile Liability. Insurance Services Office Form No. CA 0001 covering Code 1 (any automobile) with limits no less than \$5,000,000 per accident for bodily injury and property damage.

2) Each policy shall include the City as certificate holder (to the extent such provision is obtainable) or as loss payee. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Comprehensive General Liability and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

3) For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

4) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with thirty (30) days written notice to the City.

B. Coverage Post Construction. All costs for insurance coverage after construction and issuance of a Certificate of Occupancy shall be shared prorata (79% - Owner and 21% City) and Owner shall be responsible for obtaining insurance coverage which must be previously approved by City.

1) A Commercial General Liability Insurance Policy ("CGL") protecting the City against all claims or demands that may arise or be claimed on account of Owner's use of the Garage to reflect the then current, general acceptable policy limits.

2) Owner shall be responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the Garage.

3) Policy Requirements. All of the insurance required under this section shall be effected under enforceable policies issued by insurers licensed to do business in the State of Florida, which policies shall be acceptable to the City. All policies, except Workers' Compensation policies, shall name City as additional insured, be in occurrence form, provide contractual liability covering the liability assumed in this Agreement and shall not exclude any activity that would normally be associated with use of the Garage without prior City consent, which may be withheld by City at its sole discretion. All policies shall provide that they shall be subject to cancellation or material change which affect City, except upon at least thirty (30) days prior written notice to City at the address set forth in paragraph 9.

4) City Notifications. Owner shall provide City the original policy or policies or duly executed certificates thereof, together with satisfactory evidence of the payment of the premiums thereon prior to the commencement date, and Owner shall maintain current policies or certificates of insurance on file with the City at all times during the term. Not less than thirty (30) days prior to the expiration of the term of such policies, the original of the renewal policy or a certificate thereof showing the renewal coverage shall be delivered to City. All certificates of insurance required by this Agreement shall be provided on a Standard ACCORD form.

5) Failure of Owner. If Owner fails to furnish policies or certificates showing policies to be paid in full as provided in this Agreement, City may obtain the insurance, and the prorata premiums on that insurance shall be paid by Owner to City on demand.

6) Other Insurance. Owner shall require all subcontractors and others engaged by the Owner to do work on the Garage to carry such liability insurance as may be commercially reasonable. All such policies shall name the City as additional insured.

C. All policies shall provide (to the extent obtainable) that such policies cannot be substantially modified or cancelled until after at least 30 days' notice has been given to the City and Owner.

D. Prior to the commencement of construction the Owner shall furnish to the City all certificates of insurance or other acceptable proof of compliance with these insurance provisions for review and approval.

E. If the Owner refuses, neglects or fails to maintain any of the insurance required by this Agreement, the City may procure or renew such insurance and all money paid therefore shall be payable forthwith by the Owner with interest at the statutory rate as it may change from time to time, to the date of payment. The City shall notify the Owner of the date, purpose and amounts of such payments.

11. 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.

12. RECORDING

This Agreement shall be recorded by the City, at the Owner's expense, in the public records of Seminole County, Florida, upon approval by the City Commission of the City and signed by all parties hereto.

13. 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.

14. FURTHER ASSURANCES.

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

B. Owner will ensure this Agreement is recorded prior to any mortgages or liens of any kind. If a mortgage or lien of any kind is recorded prior to this Agreement or the Easement attached as **Exhibit B**, then Owner will cause any mortgagees or lienors to subordinate their interest to the Agreement and the Easement.

15. TIME IS OF THE ESSENCE.

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

16. SPECIFIC PERFORMANCE.

In the event the Owner breaches any of the terms or conditions of this Agreement, the City reserves the right to seek equitable relief and all other remedies as available to it under applicable law, including, but not limited to, repayment of the Funds, or any portion thereof. Both parties have the right to seek specific performance of the Owner's obligations contained in this Agreement. The parties agree that the obligations contained in this Agreement shall be binding and enforceable regardless of the completion or default of the other covenants or provisions in this Agreement and that the provisions of this Agreement will be enforceable by specific performance, together with and in addition to any other remedy provided by law. The Owner acknowledges receipt of separate and attendant consideration including but not limited to the receipt of ten (\$10.00), which Owner agrees is adequate and sufficient.

17. DEFAULT; TERMINATION.

A. Financing Default; Notices and Remedies.

1) Whenever the City delivers any notice or demand to the Owner with respect to any breach of covenant or default by the Owner, the City shall, at the same time, furnish a copy to any Mortgagee whose name and address has been provided by the Owner to the City.

2) Any Mortgagee shall have, at its option, the right to cure or remedy any default by the Owner or assume the position of the Owner for a default that is possible for such Mortgagee to cure. Such Mortgagee shall have 30 days after receipt of notice of said default to give written notice to the City, Owner, and any other Mortgagee of its intention to cure the default and commence action with respect thereto, and shall thereafter diligently pursue such action to completion.

3) During the period in which any Mortgagee elects to cure any default by the Owner, the Mortgagee may continue or cause to be continued, construction of the Project, if construction is not completed; or the City may elect to complete construction itself at Owner's expense. The City shall not be entitled to terminate this Agreement solely by reason of such default so long as the Mortgagee is pursuing with due diligence such construction to completion.

B. There shall be a default by the Owner if the Owner fails to perform or comply with any material provision of this Agreement.

C. There shall be a default by the City if the City fails to perform or comply with any material provision of this Agreement.

D. If a default occurs, upon giving thirty (30) days written notice of such default to the defaulting party, and upon expiration of such thirty (30) days' notice period, if the default has not been cured, the non-defaulting party may terminate this Agreement. In the case of an uncured default by the Owner, the City shall also be entitled to a refund of the Funds based on the percent of work completed on the Garage, paid under Section 2. No default shall be considered a material default until expiration of the thirty (30) day notice period. In case of an uncured default, both parties agree that specific performance is an appropriate remedy.

18. AUTHORITY.

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

19. ASSIGNMENT.

This Agreement shall constitute a covenant running with the land and shall be effective during its term and any purchaser of the Property agrees to be governed by and in accordance with the terms hereof. Owner may not assign this Agreement prior to the issuance of a Certificate of Occupancy on the Parking Garage without the prior written consent of the City.

20. NO JOINT VENTURE.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

21. LIENS.

No Liens. Owner shall never, under any circumstances, have the power to subject the Garage to any mechanic's or materialman lien; provided, however, that the Owner, or any successor owner shall have the full right to include the Garage in a mortgage of the Project, so long as City's easements remain superior to any mortgage.

22. WAIVER.

The exercise by the City of any right or remedy to enforce its rights under this Agreement shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded City by this Agreement or by statute or law. The failure of City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Agreement, or to exercise any remedy, privilege or option conferred by this Agreement on or reserved to City, shall not operate or be construed as relinquishment or future waiver of this covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. The receipt by City of any payment or part of payment required to be made by Owner, shall not act to waive any other payment then due. Nor shall receipt, though with the knowledge of the breach of any covenant or condition of this Agreement, operate as or be deemed to be a waiver of this breach, and no waiver by City of any of the provisions of this Agreement or any of City's rights, remedies, privileges, or options under this Agreement shall be deemed to have been made, unless made by City in writing.

23. NON-APPROPRIATION.

The obligations of the City as to any funding required pursuant to this Agreement, shall be limited to the obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of City pursuant to this Agreement. In the event in any year that City does not budget appropriate funds for its share of the maintenance of the Garage City shall be in default of this Agreement.

24. COMPLIANCE WITH REGULATIONS.

Owner shall obtain, at its own expense, all required and necessary licenses and permits and comply with all laws and regulations of the United States of America, the State of Florida, including, but not limited to Section 255.05, Florida Statutes, Florida Building Code, Florida Fire Prevention Code, the Americans with Disabilities Act, the Florida Accessibility Act, and the Florida Public Records Act; County of Seminole; and the City of Lake Mary, Florida; as may pertain to its use of the Property.

25. APPLICABLE LAWS AND VENUE.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The venue for any action brought in state courts shall be Seminole County, Florida. The venue for any action brought in Federal Court shall be in the Middle District of Florida, Orlando Division.

26. AMERICANS WITH DISABILITIES ACT.

Owner assumes all responsibility, including, but not limited to, financial construction and physical modifications costs, provision of auxiliary aids, services and legal costs, for ensuring on-going compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto, including Title II, Structural and Title III, Programmatic Accessibility Standards and any future additions.

27. CITY AS A MUNICIPAL CORPORATION.

Nothing contained herein shall be interpreted to require the City as a municipal corporation and to (i) to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation or (ii) to take or refrain from taking any action not specifically required by this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

City:

City of Lake Mary, Florida

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ for the City of Lake Mary, Florida, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public

Printed Name: _____

My commission expires:

Owner:

STATION HOUSE APARTMENTS, LLC,
a Florida limited liability company

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ for STATION HOUSE APARTMENTS, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public
Printed Name: _____
My commission expires:

Witnesses:

EPOCH PROPERTIES, INC., a Florida corporation

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ for EPOCH PROPERTIES, INC., who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public
Printed Name: _____
My commission expires:

EXHIBIT A
[PROPERTY]
LEGAL DESCRIPTION

Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 28, CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114 - 116, of the Public Records of Seminole County, Florida; TOGETHER WITH a portion of North ½ of the Northwest ¼ of the Southeast ¼ of the Southeast ¼ of Section 9, Township 19 South, Range 30 East, Seminole County, Florida, lying North and West of Old Lake Mary Road and South of Wilbur Avenue;

AND the following properties consisting of the Right-of-Way Utilization areas or vacated rights-of-way:

1. All that part of First Street as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying South of the South right-of-way line of Wilbur Avenue and North of the Easterly extension of the centerline of that certain 20 foot alley in Block 28 of said CRYSTAL LAKE WINTER HOMES.
2. All that part of that certain 20 foot alley as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying West of the West right-of-way line of First Street and East of the Northerly extension of the West Line of Lot 25, Block 28, of said CRYSTAL LAKE WINTER HOMES.
3. 10 parking spaces located on E. Crystal Lake Avenue as depicted on the attached sheet.
4. Trash Compactor located on E. Wilbur Avenue as depicted on the attached sheet.

EXHIBIT B
[PARKING EASEMENT]

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

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

Tax Id:

PARKING ACCESS EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (hereinafter "Easement") is made and entered into this _____ day of _____, 2013, by and between **STATION HOUSE APARTMENTS, LLC.**, a Florida limited liability company, whose address is 359 Carolina Avenue, Winter Park, FL 32789 (hereinafter "GRANTOR") and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, FL 32746 (hereinafter "GRANTEE" or "City").

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of certain property and has the exclusive control over certain other property legally described in Exhibit "A-1" attached hereto and incorporated herein on which sits a Parking Garage (hereinafter "Parking Garage"); and

WHEREAS, GRANTOR and Grantee have entered into a Parking Garage Agreement dated _____, and recorded in Official Records Book _____, page _____ ("Garage Agreement"), which is incorporated herein as if fully set forth; and

WHEREAS, in accordance with the Garage Agreement, GRANTOR desires to grant to GRANTEE an easement over a portion of the Parking Garage up to the gate for purposes of public parking, and over areas abutting the Parking Garage; and

NOW, THEREFORE, in consideration of the foregoing premises set forth herein and the mutual benefit to be delivered therefrom, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above referenced recitals are incorporated herein by this reference as true and correct.

2. Grantor's Grant. GRANTOR hereby grants and conveys to GRANTEE and its respective successors and assigns, the following easements:

A. A perpetual, non-exclusive easement over, upon and across a portion of the Parking Garage up to the gate for purposes of public parking on a continuous and uninterrupted basis 24

hours a day, 7 days a week, as described and shown on the sketch attached hereto as Exhibit "B-1" ("City Parking Spaces"); and

B. A perpetual, non-exclusive easement for pedestrian traffic over all stairs, walkways and sidewalks, and all driveways, ramps, and paved areas, in the Parking Garage and in areas abutting the Parking Garage, as designated, to provide convenient vehicular and pedestrian access to and from the City Parking Spaces, as shown on the sketch attached hereto as Exhibit "B-1".

3. The foregoing easements are for the benefit of the GRANTEE, and for the use of the public.

4. The City Parking Spaces shall be used exclusively for public parking with 24 hours a day and 7 days a week access. GRANTOR shall post signs advising tenants to park on the second and third floors. The first floor and a portion of the second floor of the Parking Garage shall be subject to the exclusive control and management of the City, subject to the rights of GRANTOR to use the drive aisle to access the other floors. The City reserves the right to modify and alter the parking on the first floor and a portion of the second floor provided such does not diminish the GRANTOR'S number or location of parking spaces or require removal or relocation of GRANTOR'S gate, or in any way create non compliance with any City zoning regulation or the PUD Agreement.

5. The GRANTOR shall manage and operate, or cause to be managed and operated, the Parking Garage in a manner consistent with commercial standards generally applicable to garages, in the Orlando area. GRANTOR shall maintain the Parking Garage and the improvements thereon, including but not limited to, electrical, plumbing, heating and air conditioning, mechanical, structural, security, roofing, stormwater control, landscape and irrigation systems, (collectively "Systems"), in a satisfactory working condition at all times, and shall use all reasonable precautions to prevent waste or damage to the Garage, in accordance with the Garage Agreement. GRANTOR shall also provide routine maintenance to the Systems therein, to prevent any excessive wear and tear caused by public use and the GRANTOR'S occupancy. GRANTOR shall assure that the Garage is maintained to meet all requirements of any city, county, state and federal laws and regulations applicable to the Parking Garage, as further detailed in the Garage Agreement.

6. If any City Parking Spaces will be rendered temporarily unusable or inaccessible due to a condition caused by GRANTOR, GRANTOR shall relocate the number of City Parking Spaces that are unusable or inaccessible to the second floor spaces, and provide public access to those spaces.

7. Without the written consent of the City, GRANTOR may not control the use of any City Parking Spaces.

8. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Florida.

9. Termination and Amendments. This Easement may be cancelled, changed, modified or amended, in whole or in part, in writing signed by the parties hereto or their respective successors and assigns.

10. Covenants Running with the Land. All the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Easement shall be binding upon the parties hereto, their successors and assigns, lessees and all other persons acquiring any interest in the Parking Garage or

any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of the respective parcels and their heirs, successors and assigns, and to all citizens of the City of Lake Mary. All of the provisions in this Easement shall constitute covenants running with the land pursuant to Florida law.

11. Indemnification. GRANTOR shall pay, indemnify and save harmless the GRANTEE, its agents, elected and appointed officers, attorneys and employees from all suits, actions, claims, demands, damages of every kind and description to which the GRANTEE, or their agents, officers, attorneys or employees may be held liable by a court of competent jurisdiction by reason of injury to persons or death or property damage, resulting from or growing out of the negligence of the GRANTOR its agents or employees, or its contractors or subcontractors occurring in connection with GRANTOR's maintenance of the Parking Garage.

Provided, however, that the indemnification provided in and contemplated by this section shall not be applicable to the extent that a decision or judgment of a court of competent jurisdiction holds that any injury to persons or death or property damage was attributable to acts of negligence or fault of the GRANTEE, or their officers, attorneys or employees or was not attributable to acts of negligence or fault of the GRANTOR, or its employees.

In the event that a decision or judgment of a court of competent jurisdiction holds that any injury to persons or death or property damage was the result of joint acts of any or all of the parties, then each party shall be responsible for its proportionate share of those damages to the extent provided by law. The City does not waive the limits of sovereign immunity set forth in section 768.28, Florida Statutes.

12. Specific Performance. In the event the GRANTOR breaches any of the terms or conditions of this Easement, the GRANTEE reserves the right to seek equitable relief and all other remedies as available to it under applicable law. The GRANTOR acknowledges and agrees that the GRANTEE shall have the right to seek specific performance of the GRANTOR's obligations contained in this Easement. The parties agree that the obligations contained in this Easement shall be binding and enforceable regardless of the completion or default of the other covenants or provisions in this Easement and that the provisions of this Easement will be enforceable by specific performance, together with and in addition to any other remedy provided by law. The GRANTOR acknowledges receipt of separate and attendant consideration including but not limited to the receipt of ten (\$10.00), which GRANTOR agrees is adequate and sufficient.

13. Americans with Disabilities Act. GRANTOR assumes all responsibility, including, but not limited to, financial construction and physical modifications costs, provision of auxiliary aids, services and legal costs, for ensuring current compliance with all aspects of the Americans with Disabilities Act of 1990 (ADA), including Title II, Structural and Title III, Programmatic Accessibility Standards.

14. Warranty of Title. The GRANTOR does hereby covenant with the GRANTEE that it is lawfully seized and possessed of the title to the Parking Garage, that it has good and lawful right to convey the Easement, and that it is free from all encumbrances.

15. Litigation and Attorneys' Fees. In the event it shall be necessary for GRANTOR or GRANTEE to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

16. Subordination, Joinder and Consent. GRANTOR agrees its mortgagee will execute a subordination agreement subordinating the mortgagee's interest to this Easement.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

STATION HOUSE APARTMENTS, LLC, a
Florida limited liability company

By: _____

(print)

Print name: _____

Title: _____

(print)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____ of _____ (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

CITY OF LAKE MARY

By: _____

David J. Mealor

(print)

ATTEST:

Carol A. Foster, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, 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-1"
GRANTOR PROPERTY

LEGAL DESCRIPTION

Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 28, CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114 - 116, of the Public Records of Seminole County, Florida; TOGETHER WITH a portion of North ½ of the Northwest ¼ of the Southeast ¼ of the Southeast ¼ of Section 9, Township 19 South, Range 30 East, Seminole County, Florida, lying North and West of Old Lake Mary Road and South of Wilbur Avenue;

AND the following properties consisting of the Right-of-Way Utilization areas or vacated rights-of-way:

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2. All that part of that certain 20 foot alley as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying West of the West right-of-way line of First Street and East of the Northerly extension of the West Line of Lot 25, Block 28, of said CRYSTAL LAKE WINTER HOMES.
3. 10 parking spaces located on E. Crystal Lake Avenue as depicted on the attached sheet.
4. Trash Compactor located on E. Wilbur Avenue as depicted on the attached sheet.

EXHIBIT "B-1"
EASEMENT PARCEL

Sixty-seven (67) parking spaces on the first and second floor up to the gate of the Parking Garage on the property described as follows:

SEE ATTACHED SKETCH

EXHIBIT C

[PRELIMINARY/FINAL DEVELOPMENT PLAN]

SEE ATTACHED SKETCH

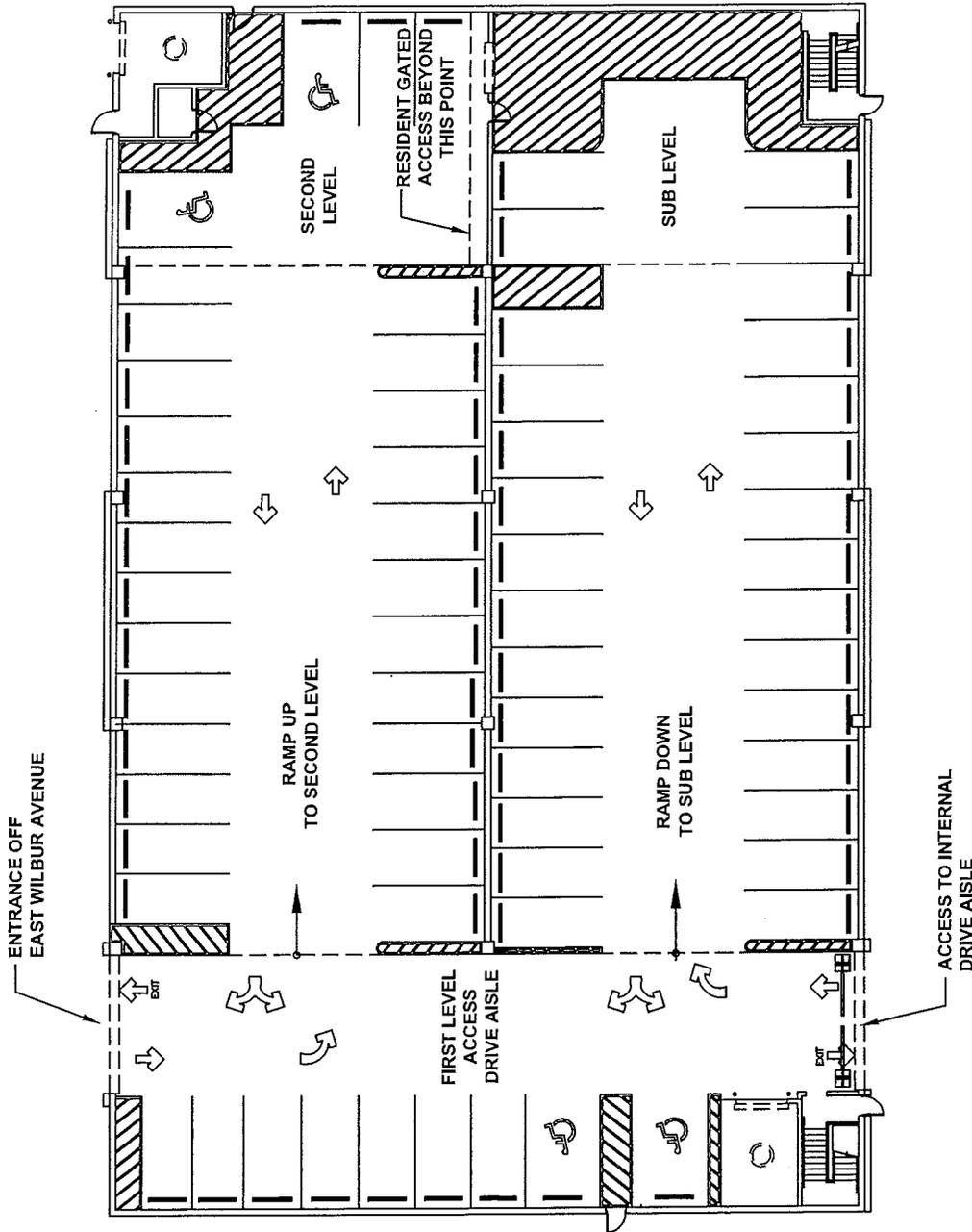
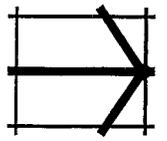


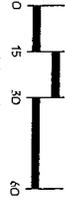
EXHIBIT C

PARKING GARAGE DETAIL

NOT TO SCALE



SCALE: 1" = 60'

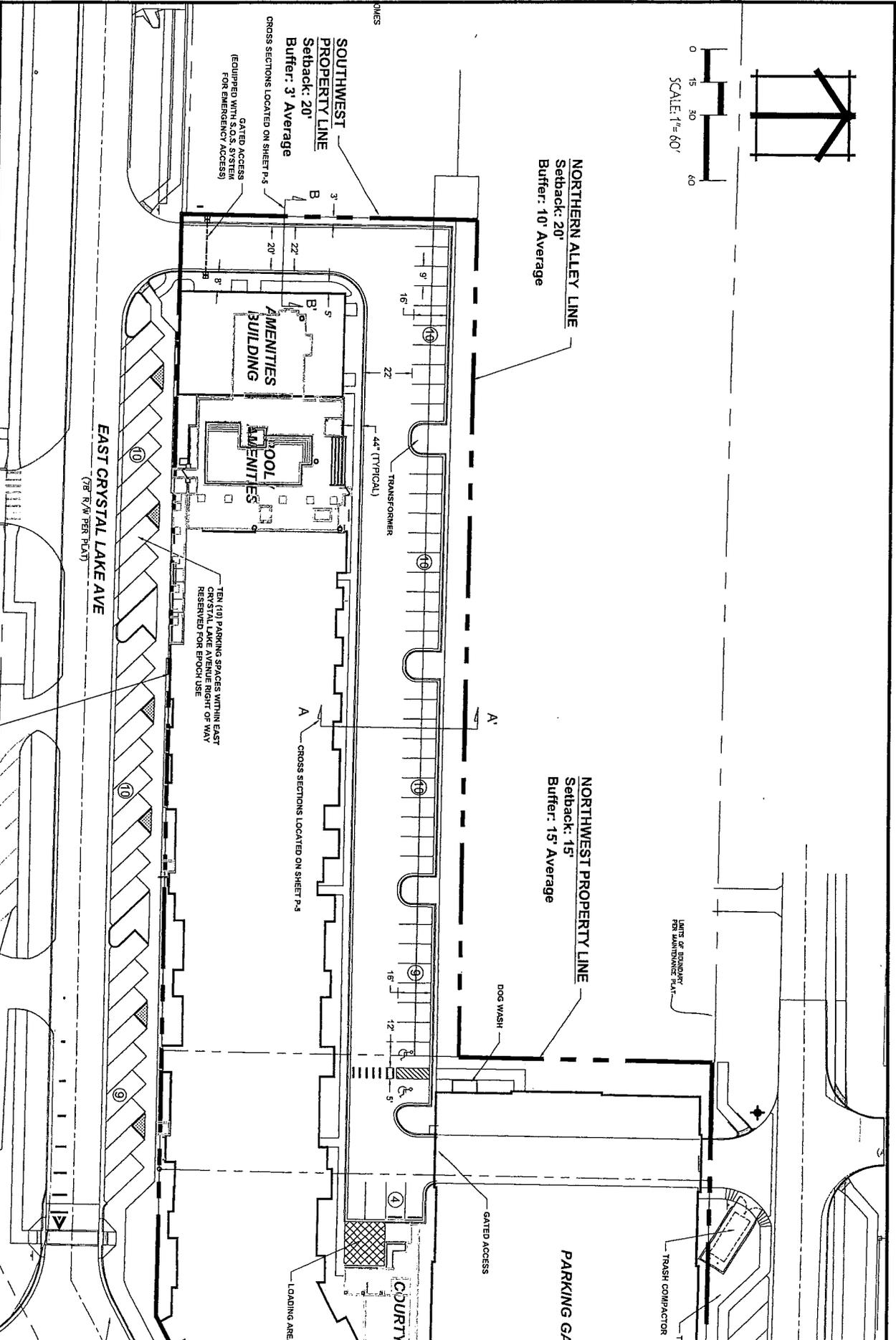


NORTHERN ALLEY LINE
Setback: 20'
Buffer: 10' Average

NORTHWEST PROPERTY LINE
Setback: 15'
Buffer: 15' Average

SOUTHWEST PROPERTY LINE
Setback: 20'
Buffer: 3' Average

EAST CRYSTAL LAKE AVE
(78' R/W PER PLAN)



Engineers Architects Surveyors
Planners Landscape Architects
Construction Management
Traffic/Transportation

1117 East Robinson Street
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

Date: 8-30-2012
Job No. E1503
Scale: 1" = 60'

(C.O.A. No. 3215)
(Lic. No. AA2600926)
(L.B. No. 7143)
(Lic. No. LC0000298)

ENGINEER, P.E.
REG.#

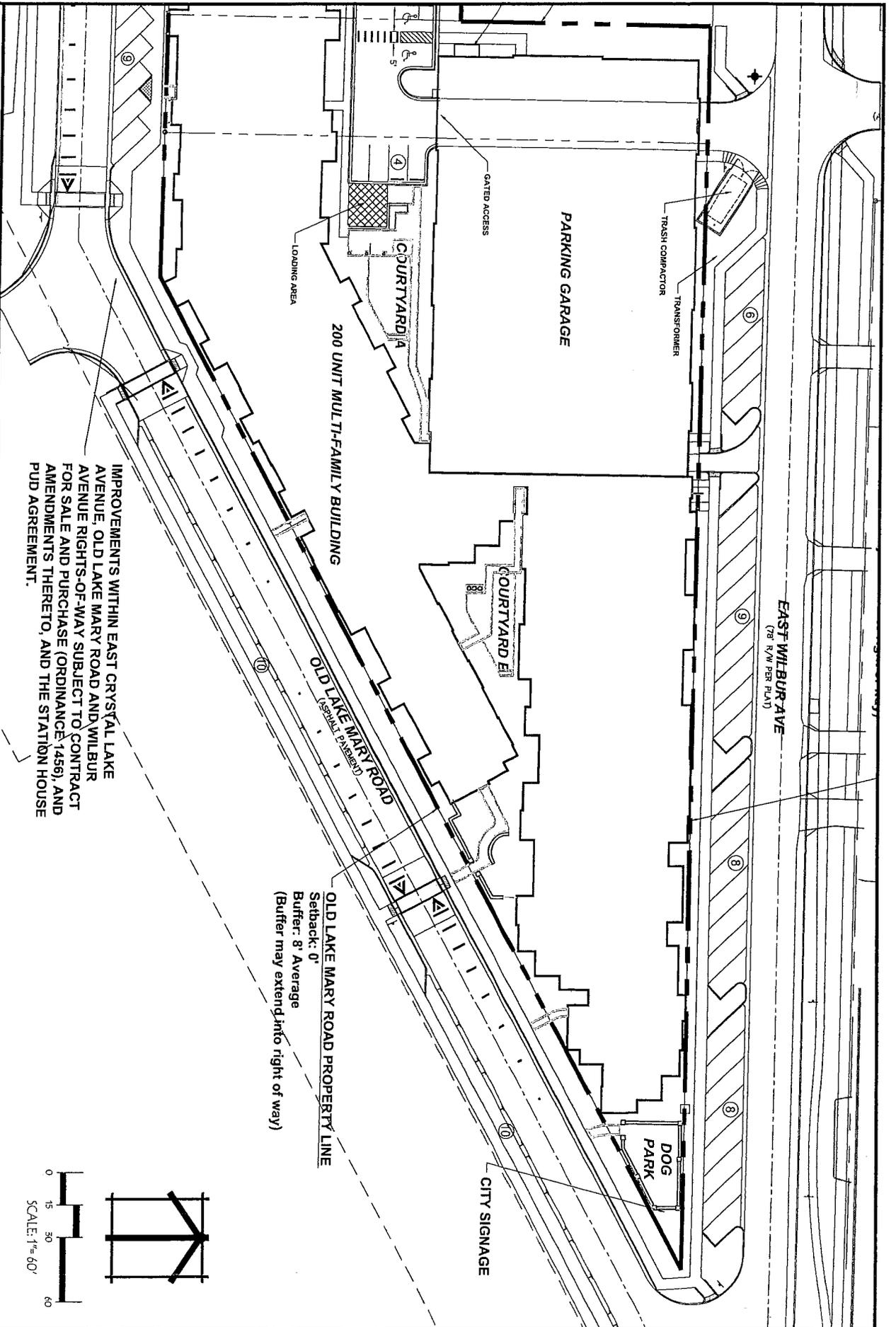
PRELIMINARY / FINAL
DEVELOPMENT PLAN

THE STATION HOUSE
CITY OF LAKE MARY, FLORIDA
STATION HOUSE APARTMENTS, LLC

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P-6a

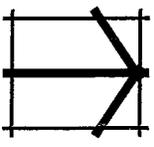
Page X-X

EXHIBIT C



IMPROVEMENTS WITHIN EAST CRYSTAL LAKE AVENUE, OLD LAKE MARY ROAD AND WILBUR AVENUE RIGHTS-OF-WAY SUBJECT TO CONTRACT FOR SALE AND PURCHASE (ORDINANCE 1456), AND AMENDMENTS THERETO, AND THE STATION HOUSE PUD AGREEMENT.

OLD LAKE MARY ROAD PROPERTY LINE
 Setback: 0'
 Buffer: 8' Average
 (Buffer may extend into right of way)



0 15 30 60
 SCALE: 1"=60'



Engineers Architects Surveyors
 Planners Landscape Architects
 Environmental Scientists
 Construction Management
 Traffic/Transportation

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 Orlando, FL 32801
 Phone: 407.425.0452
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 (L.B. No. 7143)
 (Lic. No. LC0000298)

ENGINEER, P.E.
 REG.#

PRELIMINARY / FINAL
 DEVELOPMENT PLAN

THE STATION HOUSE
 CITY OF LAKE MARY, FLORIDA
 STATION HOUSE APARTMENTS, LLC

© 2013
 SHEET
 P-6b
 Page X-X

PROJECT NOTES:

Parcel ID Numbers
 08-20-30-54L-2800-0250; 08-20-30-54L-2800-0270;
 08-20-30-54L-2800-0280; 08-20-30-54L-2800-0310;
 08-20-30-54L-2800-0390; 08-20-30-54L-2800-0400;
 08-20-30-54L-2800-0500 and 08-20-30-54L-2800-0500

In addition to the parcels noted above, The Station House project boundary includes First Street right-of-way (between East Crystal Lake Avenue and East Willbur Avenue) and the Willbur Avenue right-of-way (between East Crystal Lake Avenue and East Willbur Avenue).
 08-20-30-54L-2800-0250; 08-20-30-54L-2800-0270; 08-20-30-54L-2800-0280; 08-20-30-54L-2800-0310; 08-20-30-54L-2800-0390; 08-20-30-54L-2800-0400; 08-20-30-54L-2800-0500 and 08-20-30-54L-2800-0500. These additional properties are included in the project legal description.

Fulcrum Land Use - DDD: Downtown Development District

Existing Zoning - DC: Downtown Center

Proposed Zoning - PUD: Planned Unit Development

Permitted Uses - 200 Apartments and the following accessory uses, including but not limited to: Clubhouse / Activities Center, Fitness Center, Entertainment / Terrace, Swimming Pool (with outside fireplaces, grilling area and other such amenities), Lawn, Office, Game Room, Ground floor 3.5 level Parking Structure, Dog Park, Dog Wash

Project Area - 3.2 Acres±

Total Units - 200 Units: 112 - 1 bedroom units, 76 - 2 bedroom units, 12 - 3 bedroom units

Min. Unit Size - 640 SF - 1 bedroom; 940 SF - 2 bedroom; 1,200 SF - 3 bedroom

Gross Density - 62.5 Units/Acre

Building

The established building height shall not exceed fifty-two feet (52'), as measured from the first floor slab (ground floor) to the highest point of the typical exterior bearing walls. The height of pitched roofs, steeple roofs, towers, balconies, and roof, chimneys, cupolas, elevator bulkheads, and similar roof structures shall not exceed eighteen feet (18') above the established building height. The highest point of the corner icon tower and spires shall not exceed twenty-nine feet (29') above the established building height.

Height of parking structure wall shall not exceed fifty-three feet (53').

The first floor slab elevation shall be not less than six inches (6") above surrounding grade except where adjacent to paved surfaces and entrances. The first floor slab elevation shall not exceed twenty-four inches (24") above surrounding finish grade.

Building

Setbacks shall be measured from property line to the predominant face of building, excluding building face appendages, roof overhangs, signage awnings, lighting, and building foundations, as follows:

- Southwest Property Line - twenty feet (20')
- East Crystal Lake Avenue - zero feet (0')
- Old Lake Mary Road - zero feet (0')
- East Willbur Avenue - zero feet (0')
- Northwest Property Line - fifteen feet (15')
- Northern Alley Line - twenty feet (20')

- Buffer Yards - Southwest Property Line - average buffer width three feet (3')
- East Crystal Lake Avenue - average buffer width four feet (4')
- Old Lake Mary Road - average buffer width five feet (5')
- East Willbur Avenue - average buffer width three and one-half feet (3.5')
- Northwest Property Line - average buffer width fifteen feet (15')
- Northern Alley Line - average buffer width ten feet (10').

Said buffers may extend in to surrounding rights-of-way. Refer to Landscape Plan and PUD Agreement for specific landscape specifications.

NOTES CONTINUED:

Stormwater - Project stormwater treatment is to be accommodated by an off-site master drainage system in accordance with the Contract for Sale and Purchase (Ordinance #1458), and amendments thereto. System to be permitted by others.

Open Space Provided - Fifteen percent (15%). Open Space includes sidewalks (concrete and paved); turfblock areas; landscape areas within the courtyards; all paved areas outside of the pool amenities area; and landscaped/grassed areas.

Total Parking - Parking for the Project shall include a minimum of three hundred (300) spaces (one and one-half (1.5) spaces per apartment) consisting of spaces for exclusive use by owner located within the parking garage and ten (10) off-site spaces for exclusive use by owner located within the Crystal Lake Avenue right-of-way, immediately south of the swimming pool common area.

Trash Compactor - A trash compactor is located within the East Willbur Avenue right-of-way. Refer to Architecture Plans, Landscape Plans and PUD Agreement for specific screening wall/boulder specifications.

Sidewalks - Sidewalks located within the Property shall be a minimum width of forty-four inches (44"). When the sidewalk is located adjacent to a drive aisle, the minimum width may include an integral curb, detail depicted on sheet P-5 of plan set.

Signage - Refer to Handicap/Signage Plans and PUD Agreement for specific signage specifications.

Lighting - Refer to Handicap/Lighting Plans and PUD Agreement for specific lighting specifications.

Existing - Existing site vegetation to be removed.

Sequencing - I - 68 units
 II - 56 units
 III - 76 units

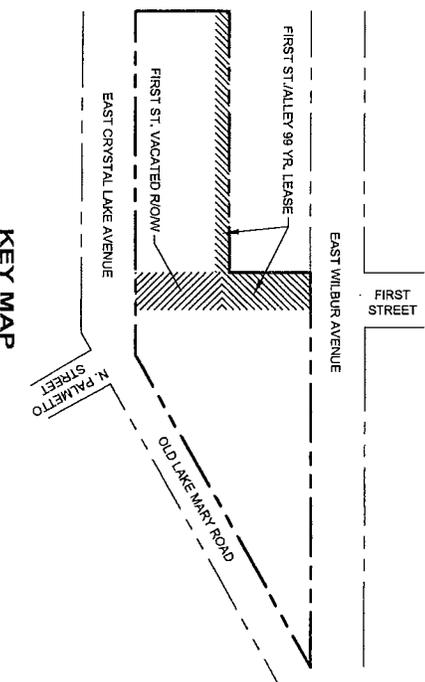
Color Palette - To be determined. Color palette will be submitted as part of the Architectural permitting package.

ESTIMATED DEMANDS

Potable Water - 350 Gallons Per Day (GPD)/Unit x 200 Units = 70,000 GPD

Sewer - 300 GPD/Unit x 200 Units = 60,000 GPD

Solid Waste - 2.3 Lbs./Person/Day x 22 Persons/Unit x 200 Units = 1,012 Lbs./Day



Engineers Architects Surveyors
Planners Landscape Architects
Environmental Scientists
Construction Management
Traffic / Transportation
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 Phone: 407.425.0452
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ENGINEER, P.E.
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 DEVELOPMENT PLAN
 THE STATION HOUSE
 CITY OF LAKE MARY, FLORIDA
 STATION HOUSE APARTMENTS, LLC

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 SHEET
 P-6C
 Page X-X

EXHIBIT D
[GUARANTY]

GUARANTY AGREEMENT
(STATION HOUSE)

THIS GUARANTY, dated _____, 2013, by and among JAMES H. PUGH, JR. an individual, THE JAMES PUGH, JR. REVOCABLE TRUST and EPOCH PROPERTIES, INC., a Florida corporation (each individually a "Guarantor" and collectively, the "Guarantors"), to CITY OF LAKE MARY, a municipal corporation formed and existing of the laws of the State of Florida ("City").

RECITALS

STATION HOUSE APARTMENTS, LLC, a Florida limited liability company ("Developer") has simultaneously with the execution of Guaranty acquired certain properties from the City and will develop the property with two hundred (200) apartment units and related amenities, and a parking garage (the "Improvements") to be shared with City pursuant to the terms of a Planned Unit Development Agreement, dated _____, and recorded on _____, in O.R. Book _____, Page _____, Public Records of Seminole County, Florida, (the "PUD") and a Parking Garage Agreement dated _____, and recorded on _____, in O.R. Book _____, Page _____, Public Records of Seminole County, Florida ("PGA") and other related documents. City is advancing certain funds for the ownership, control and use of certain parking spaces in the garage and Developer has agreed to utilize such funds in accordance with the terms and provisions of the PUD and the PGA. Guarantors, having a financial interest in Developer, have agreed to guarantee the obligations of Developer pursuant to the terms and provisions of the PUD and PGA and related documents, hereinafter referred to as the "Obligations." Developer has further entered into a loan agreement as evidenced by a Construction Loan Agreement, mortgage and other related loan documents with ("Lender") for the purpose of obtaining construction loan financing for the Improvements (as defined in the Construction Loan Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, as an inducement to City to make the contribution set forth in the PUD and PGA, Guarantors agree with, covenant with and represent to City as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Guaranty of Payment.** Guarantors, jointly and severally, hereby guarantee to City the due, regular and punctual payment of the Obligations, including, without limitation, any sum or sums of money which Developer now owes City or from time to time hereafter shall owe City in connection with the Obligations, due to the City's contribution of \$1,830,000.00 for construction of the Parking Garage and landscaping. Guarantors hereby further jointly and severally guarantee the due, regular and punctual payment and prompt performance of Obligations of any kind or character of the Developer; specifically, the timely construction of the Parking Garage, and the installation of the landscaping.

In the event of any default by Developer in the payment or performance of the Obligations, Guarantors unconditionally, jointly and severally, promise to pay to City the \$1,830,000.00, or such lesser amount as may be necessary to fulfill these obligations, or to specifically perform the Obligations.

3. **Guaranty of Performance.** Guarantor hereby unconditionally and irrevocably guarantees to the City the timely performance of the following:

A. that the Improvements will be completed in accordance with the requirements of the Obligations; and

B. that the Improvements will be completed, lien free, except for the construction loan, and ready for occupancy, including delivery of any permits, certificates, or governmental approvals required by law or the Obligations, on or before the Completion Date required in the Loan Agreement.

Upon demand by City following the occurrence of an Event of Default, as defined in the Construction Loan Agreement, PUD or PGA, Guarantor will cause all Improvements, to be completed in accordance with the requirements of the Loan Agreement, PUD or PGA, and will pay all bills in connection therewith.

4. **Nature of Guaranty; Rights of Secured Parties.**

A. This Guaranty is absolute, irrevocable and unconditional, and Guarantor shall be liable for the payment and performance of the Obligations as a primary obligor. Guarantors agree that City, in the event of a default of the Developer, shall not be required to assert any claim or cause of action against Developer before asserting any claim or cause of action against Guarantors under this Guaranty, or to join Developer or any other person liable for the payment or performance of the Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining payment or performance of the Obligations. This Guaranty shall be effective as a waiver of, and each Guarantor hereby expressly waives, any right to which such Guarantor may otherwise have been entitled, whether existing under statute, at Law or in equity, to require the City to take prior recourse or proceedings against any collateral, security or person. Suit may be brought or demand may be made against Developer or against any or all parties who have signed this Guaranty or any other guaranty covering all or any part of the Obligations, or against any one or more of them, separately or together, without impairing the rights of the City against any party hereto.

B. Notice of acceptance of this Guaranty and of any default by the Developer is hereby waived by Guarantors.

C. This Guaranty shall not be affected, modified, or impaired by the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangements, composition with creditors or readjustment of, or other similar proceedings affecting the Developer or one or more of Guarantors.

D. Without notice to Guarantors, without the consent of Guarantors, and without affecting or limiting Guarantors' liability hereunder, the City may:

(i) grant Developer extensions of time for payment of the Obligations or any part thereof;

(ii) grant Developer extensions of time for performance of agreements or other indulgences;

(iii) at any time release any one or more of Guarantors from this Guaranty; or

(iv) modify or amend any obligation, covenant or agreement of Developer set forth in the PUD or PGA.

E. This Guaranty may not be terminated by Guarantors until such time as all Obligations, including any renewals or extensions thereof, have been fulfilled in full.

5. Certain Agreements and Waivers by Guarantors.

A. Guarantors (and each of them) represent and warrant to City and covenant that: (a) Guarantors, and each of them, have full power and unrestricted right to enter into this Guaranty, to incur the obligations provided for herein, and to execute and deliver the same to City, and that when executed and delivered, this Guaranty will constitute a valid and legally binding obligation of each of Guarantors, enforceable in accordance with its terms; (b) each Guarantor has a financial interest in Developer and will derive a material and substantial benefit, directly or indirectly, from this transaction and from the making of this Guaranty; (c) Epoch Properties, Inc. is duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to enter into and perform this Guaranty; (d) there is no litigation pending or, to the knowledge of each Guarantor, threatened by or before any tribunal against or affecting any Guarantor; (e) after giving effect to this Guaranty, each Guarantor is solvent, and (f) Guarantors have read and fully understand the terms of the Obligations.

B. Each of the Guarantors expressly subordinates his or its respective right to payments of any indebtedness owing from Developer to such Guarantor, whether now existing or arising at any time in the future until such time as the Obligations are fully paid or performed.

C. This Guaranty shall be binding upon, and inure to the benefit of, Guarantors, City and their respective heirs, legal representatives, successors and assigns.

D. The validity, interpretation, enforcement and effect of this Guaranty shall be governed by, and construed according to the laws of, the State of Florida.

E. In the event that any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Guaranty shall be construed as not containing such provisions and the invalidity of such provisions shall not affect other provisions hereof which are otherwise lawful and valid and shall remain in full force and effect.

F. Any notice or payment required hereunder or by reason of the application of any law shall be deemed to have been duly given if delivered in person or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or to such other address as either party hereto shall designate to the other in a written notice, given as herein provided:

If to Guarantors, to:
Mr. James H. Pugh, Jr.
359 Carolina Avenue
Winter Park, Florida 32789
The James H. Pugh, Jr. Revocable Trust
359 Carolina Avenue
Winter Park, Florida 32789

and

Epoch Properties, Inc.
359 Carolina Avenue
Winter Park, Florida 32789
Attn: Kyle D. Riva

If to City, to:
City of Lake Mary
Attn: City Manager
P.O. Box 958445
Lake Mary, Florida 32795

G. The failure at any time or times hereafter to require strict performance by Guarantors of any of the provisions, warranties, terms and conditions contained herein or in the PUD or PGA or any other agreement, document or instrument now or hereafter executed by Guarantors and delivered to City shall not waive, affect or diminish any right of City hereafter to demand strict compliance or performance therewith and with respect to any other provisions, warranties, terms and conditions contained in such agreements, documents and instruments, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto and whether of the same or a different type. None of the warranties, conditions, provisions and terms contained in this Guaranty or in any agreement, document or instrument now or hereafter executed by Guarantors and delivered to City shall be deemed to have been waived by any act or knowledge of City, their agents, officers or employees, but only by an instrument in writing, signed by an officer of City, and directed to Guarantors specifying such waiver.

H. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, between Guarantors and City with respect to the subject matter hereof. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, but such counterpart together shall constitute one and the same instrument.

I. In the event of a dispute between the parties hereto, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and other related expenses in connection with any arbitration, mediation, or litigation arising by and between the parties including, any appellate process.

J. Guarantors represent and warrant that (a) Guarantors have been represented by legal counsel of Guarantors' choice in connection with the transactions contemplated by this Guaranty, and (b) Guarantors are fully aware of and clearly understand all of the terms and provisions contained in this Guaranty.

IN WITNESS WHEREOF, Guarantors have executed this instrument as of the day and year first above written.

EPOCH PROPERTIES, INC., a Florida corporation

By: _____

Print name: _____

Its: _____

THE JAMES H. PUGH, JR., REVOCABLE TRUST

By: _____

Print name: _____

Its: _____

JAMES H. PUGH, JR., individually

EXHIBIT E
MAINTENANCE EXPENSES

1. Maintenance Expenses means all commercially reasonable out-of-pocket costs and expenses paid or incurred by the Owner (including such costs and expenses reimbursable by the Owner to any operator(s) of the Parking Garage) in connection with maintaining and repairing the Parking Garage, computed in accordance with generally accepted accounting principles applied on a consistent basis. Maintenance Expenses include, by way of illustration, but are not limited to: (a) costs of maintaining and repairing the Parking Garage; (b) costs of providing janitorial service to, and removing trash from, the Parking Garage; (c) flood clean-up costs; (d) costs for utility services furnished to the Parking Garage; (f) costs of restriping the Parking Garage; and (g) costs of capital repairs and replacement made to the Parking Garage, amortized over their expected useful life based upon and including a market rate of interest.

2. However, notwithstanding the above, the following shall not be included in Maintenance Expenses: (i) the costs of designing and constructing the Parking Garage; (ii) costs of insuring the Garage and any deductibles paid in connection with an insurable loss; (iii) interest on debt or amortization payments on any mortgage/deed of trust, or rent on any ground lease or other underlying lease; (iv) costs for which the Owner is reimbursed or has a right to reimbursement (either by an insurer, condemnor, or other person or entity); (v) costs for which the Owner is reimbursed or has a right to reimbursement under warranties provided to the Owner by contractors who have warranty obligations; (vi) costs for which the Owner is reimbursed or has a right to reimbursement pursuant to any third party agreement; (vii) expenses which are billed directly to any user of the Parking Garage; (viii) the Owner's general overhead and administrative expenses; (ix) depreciation of the Parking Garage; (x) costs and expenses which are attributable to the third party rights or to the use of the Parking Garage for parking for special events; (xi) mark-ups of any kind on any Maintenance Expenses; (xii) costs (including attorney's fees and costs) related to any sale, financing or refinancing of the Parking Garage or incurred in connection with negotiations or disputes with purchasers, prospective purchasers, lenders and prospective lenders; (xiii) capital expenditures, except to the extent of the amortized portion of costs of capital repairs and replacements included pursuant to clause (g) above; (xiv) federal and state taxes on income, death, estate or inheritance, or franchise taxes; (xv) costs to bring the Parking Garage into full compliance with all federal, state or local legal requirements, including the federal Americans with Disabilities Act; (xvi) costs (including attorney's fees and costs) of enforcing any third party agreements or incurred in connection with negotiations or disputes; (xvii) the cost of curing any construction defects in the Parking Garage; (xviii) insurance deductibles that exceed commercially reasonable deductibles; (xix) costs incurred due to the uninsured negligence or willful misconduct of the Owner or the violation by the Owner of any applicable legal requirements; (xx) costs of renting equipment for which the purchase cost (including any amortized portion of the purchase cost), if purchased would not be included in Maintenance Expenses; and (xxi) costs paid or incurred in connection with any hazardous materials or hazardous substances present on or otherwise affecting the Parking Garage as of the date of the completion of the City's Parking Spaces including the costs of any investigation or remediation thereof.



MEMORANDUM

DATE: February 21, 2013

TO: City Commission

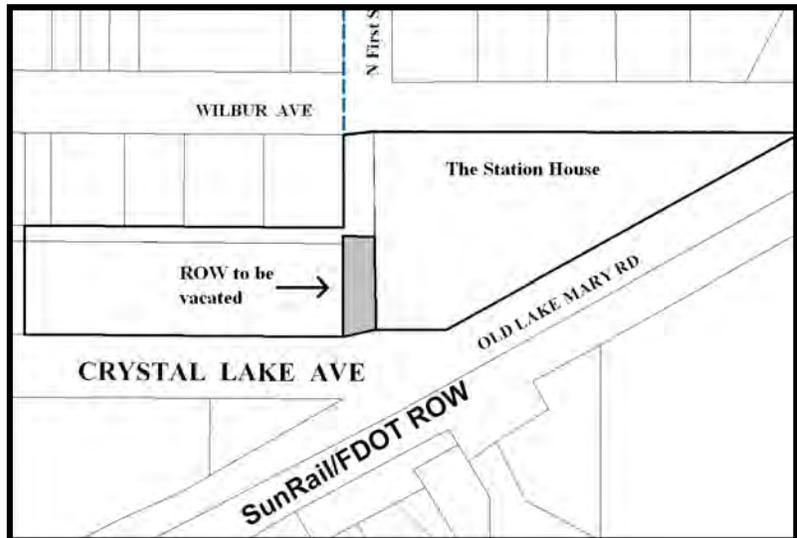
VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Resolution No. 915 - Partial vacation of North First Street, a 54' wide Right-of-Way (Public Hearing) (Steve Noto, Planner)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST: The applicant requests that the City vacate a portion of North First Street, a 54'-wide Right-of-Way (ROW) located north of East Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes plat. The request for vacate is being made in conjunction with the Station House, a 200-unit luxury apartment development.



Section 155.43 of the City Code of Ordinances, entitled "VACATING RIGHTS- OF-WAY AND EASEMENTS", states that the City Commission may vacate a right-of-way or easement. The decision is to be based on the recommendations of the Planning and Zoning Board and appropriate departments in regard to the possible effect of the proposal on the City in general, immediate neighborhood, and individuals near the subject property.

Further, recent City Commission policy direction at the June 2, 2011 Strategic Planning session dictates that vacates must be 1) associated with new development or redevelopment efforts, 2) be in the public interest (i.e. benefit the public as a whole, not just a singular property owner), 3) not adversely affect surrounding property owners, and 4) conform to utility company regulations.

General Impact –Historically, the City has approved vacating portions of ROW, when the request is associated with a site plan or subdivision. The most recent vacate that was similar in nature was a partial vacate of 58.75' of Seminole Avenue for the construction of a pedestrian plaza by Shaw Construction.

As previously mentioned, this vacate is needed for the construction of the Station House, a 200-unit luxury apartment development. EPOCH Properties, Inc. of Winter Park, Florida is the applicant for the rezoning for said development. The request for PUD rezoning is going through the process concurrent with this application. The main apartment building is proposed to be construction over this ROW; therefore a vacate is needed to allow for construction.

Neighborhood Impact and Impact on Adjacent Properties –The requested vacate does not create a negative impact upon the immediate neighborhood. Vacation of ROW's in the Downtown area is key in achieving redevelopment goals. Without the vacate, the over-arching development request would not be attainable, leaving unimproved properties as a result.

Public Interest –In this case, staff finds that there is a positive impact on the public interest in that the vacate will create redevelopment in the form of the apartment development. Staff feels strongly that this development will spur additional redevelopment projects in the entire downtown area.

Utilities –It will be the responsibility of EPOCH Properties, Inc. to coordinate with the applicable utility companies (Progress Energy, Bell South, Florida Public Utilities Company, Bright House Networks and the City of Lake Mary Public Works Department) in construction and utility removal efforts. Letters of approval will be required prior to issuance of a site construction permit.

FINDINGS: Staff finds the request to vacate a portion of West Seminole Avenue 58.75'-wide Right-of-Way (ROW) located south of Lots N and O on Block 45, of the Amended Plat of Crystal Lake Shores, at the corner of the Fourth Street and West Seminole Avenue intersection to be consistent with the Comprehensive Plan and the City Code of Ordinances with the following condition:

1. EPOCH Properties, Inc. is responsible for removal of all utilities in the vacated ROW. This includes contacting all applicable utility companies to coordinate approval of removal. Letters of approval are required prior to issuance of a site construction permit.

PLANNING AND ZONING BOARD: At their regular January 22, 2013 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the partial vacation of North First Street, a 54' wide Right-of-Way (ROW), with staff's one condition.

LEGAL DESCRIPTION: ALL THAT PART OF FIRST STREET AS SHOWN ON THE PLAT OF CRYSTAL LAKE WINTER HOMES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 114, 115, AND 116, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE AND SOUTH OF THE EASTERLY EXTENSION OF THE CENTERLINE OF THAT CERTAIN 20 FOOT ALLEY IN BLOCK 28 OF SAID CRYSTAL LAKE WITNER HOMES.

ATTACHMENTS:

- Resolution No. 915
- Location map
- Sketch of Description
- Conceptual site plan for the Station House
- January 22, 2013 Planning and Zoning Board Minutes

RESOLUTION NO. 915

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,
PROVIDING FOR THE VACATING OF A PORTION OF NORTH
FIRST STREET RIGHT-OF-WAY, MORE PARTICULARLY
DESCRIBED HEREIN; AUTHORIZING THE EXECUTION OF
EFFECTING DOCUMENTS, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake Mary is proposing to vacate a portion of the North First Street Right-Of-Way (ROW), located north of East Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes plat; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, has determined that the vacating of said portion of said ROW is in the best interest of the City and the public, and that there is no detriment to the public in such vacating; and

WHEREAS, at their January 22, 2013 meeting, the City's Planning and Zoning Board voted unanimously, 5-0, to recommend the vacation of the ROW.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and City Commission of the City of Lake Mary, Florida:

1. That certain ROW described more particularly as follows:

See Attachment "A"

be and the same is hereby closed, vacated, and abandoned.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage and adoption.

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

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

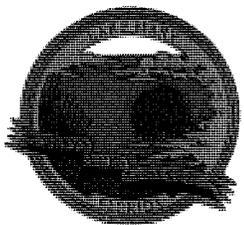
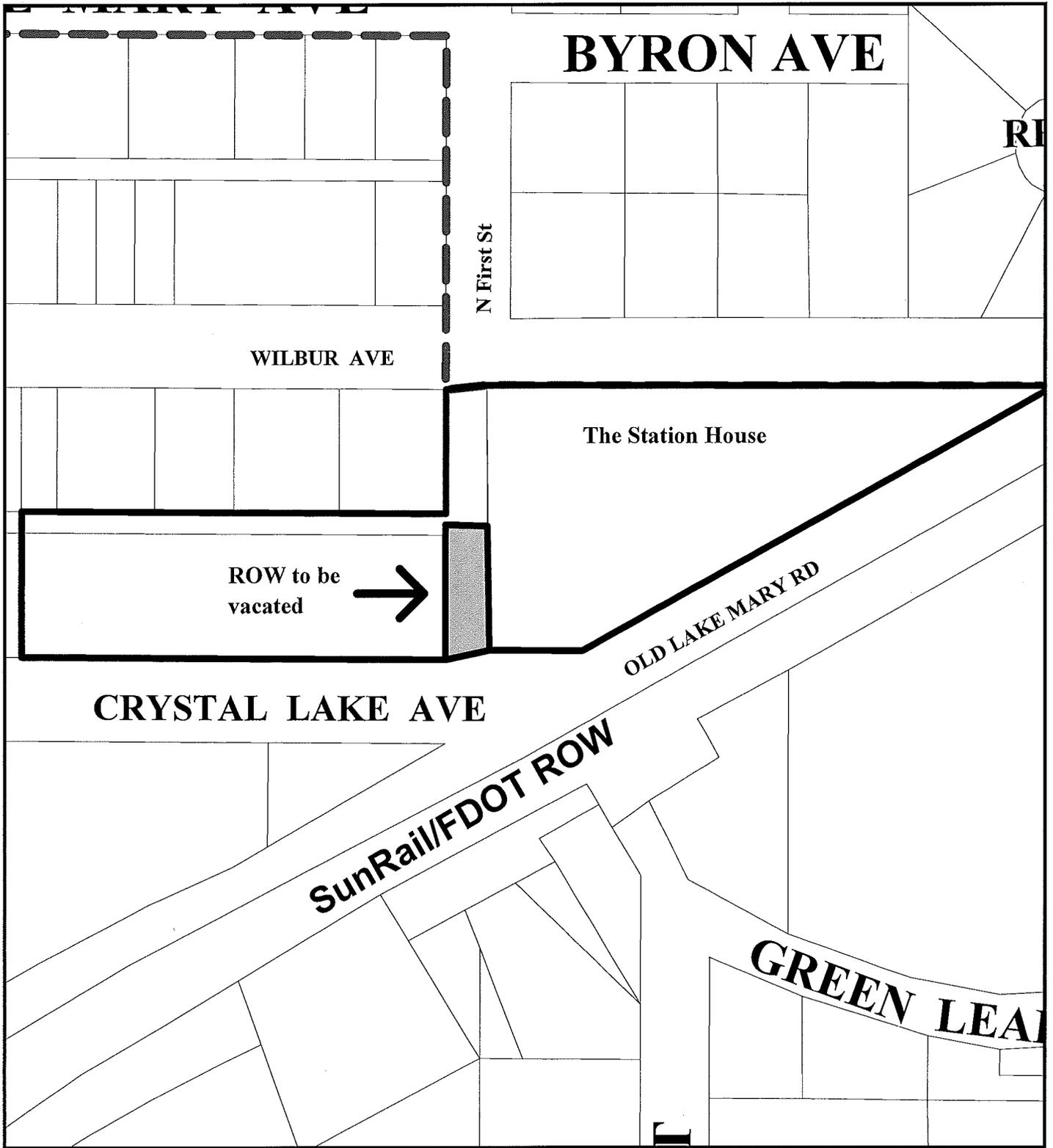
CITY CLERK, CAROL A. FOSTER

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

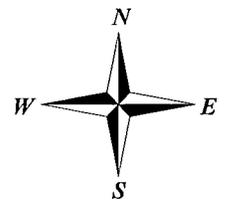
CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

ALL THAT PART OF FIRST STREET AS SHOWN ON THE PLAT OF CRYSTAL LAKE WINTER HOMES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 114, 115, AND 116, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE AND SOUTH OF THE EASTERLY EXTENSION OF THE CENTERLINE OF THAT CERTAIN 20 FOOT ALLEY IN BLOCK 28 OF SAID CRYSTAL LAKE WITNER HOMES.



Location Map
North First Street Vacate



SKETCH OF DESCRIPTION
for
THE CITY OF LAKE MARY, FLORIDA

Legal Description

All that part of First Street as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, Pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying North of the North Right-of-way Line of Crystal Lake Avenue and South of the Easterly extension of the centerline of that certain 20 foot alley in Block 28 of said CRYSTAL LAKE WINTER HOMES.

SURVEY NOTES:

- 1) This is not a "Boundary Survey", only a sketch of the above legal descriptions prepared by this surveyor.
- 2) Bearings shown hereon are based on the South Line of Block 28 being N.89°46'51"E. (GPS Datum)
- 3) This legal description was prepared on 21 June 2012.

Surveyor's Certificate

This is to certify that this "Sketch of Description" of the above-described property and the plat hereon delineated is an accurate representation of the same. I further certify that this survey meets the Minimum Technical standards set forth by the Florida Board of Surveyors and Mappers pursuant to Chapter 5J-17 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

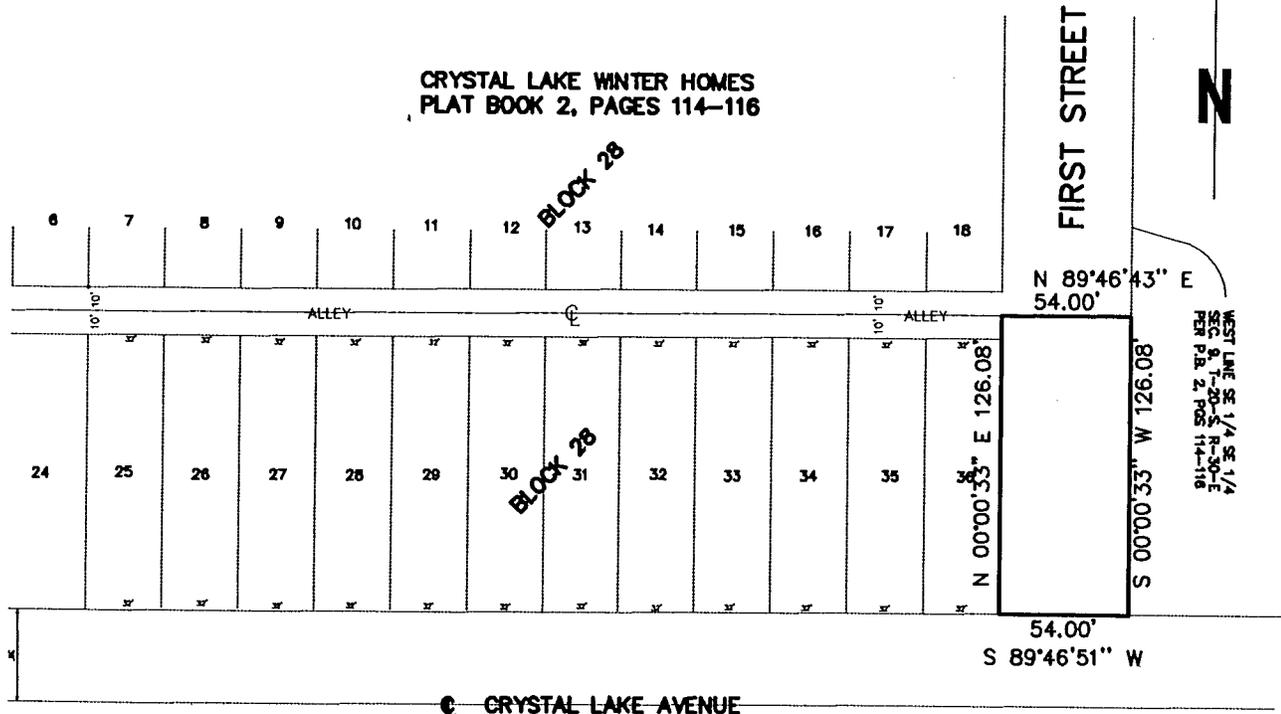
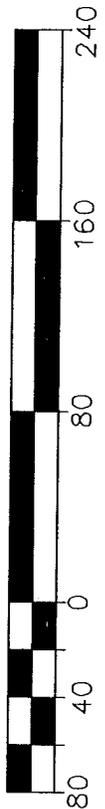


KITNER SURVEYING, INC.

R. BLAIR KITNER - P.S.M. No. 3382
P. O. Box 823 - Sanford, Florida 32772 (407) 322-2000
Not valid without raised seal of Surveyor



SCALE: 1"=80'



1 VII. New Business
2

3 A. 2012-RZ-03 and 2012-RZ-04: Recommendation to the City Commission
4 regarding a Preliminary PUD and Final PUD for The Station House located
5 south of Wilbur Avenue, west of Old Lake Mary Road and north of E. Crystal
6 Lake Avenue, Lake Mary, Florida; Applicant: EPOCH Properties, Inc.
7

8 B. 2012-VC-01: Recommendation to the City Commission for the partial vacation
9 of North First Street, a 54' wide Right-of-Way (ROW) located north of East
10 Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes
11 plat, Lake Mary, Florida; Applicant: City of Lake Mary/Community Development
12 Department
13

14 Jackie Sova, City Manager, made opening remarks concerning Items A. and B. on
15 the Agenda. She said, over the last several years, the City has been actively
16 setting the regulatory table in preparation for both downtown redevelopment, as
17 well as the arrival of SunRail. This has encompassed a revamped Downtown
18 Master Plan, the creation of a transfer of development rights, a density rights'
19 program, our TDR Program, Transit Oriented Development Overlay rights, planned
20 infrastructure and capital improvements; the infrastructure including water, sewer,
21 stormwater, improvements like that, roadway improvements, many items. The City
22 has also been strategically purchasing property downtown that could play a key role
23 in the long-term development of the area. This project tonight is the culmination of
24 a lot of those efforts.
25

26 Ms. Sova stated, the City currently owns the land occupied by Walters Electric.
27 They will be moving out of the property as a part of the sale. The subsequent
28 development has a construction value of around 28 million dollars, so, we are
29 changing the face of our downtown. This will result in a much healthier taxable
30 evaluation compared to what is there today and should serve as a catalyst for
31 redevelopment throughout our downtown corridor.
32

33 Ms. Sova said, if approved, it is likely this project will be one of the first TOD
34 projects on the SunRail line and, in fact, they do talk about this project throughout
35 the State and they have brought it up at some national conferences as well. So,
36 this has been a much anticipated project. It will also help the City with our goals
37 about promoting our downtown redevelopment and creating a more walkable
38 community and a community that enjoys being in its downtown.
39

40 Ms. Sova then turned the discussion over to Mr. Noto to present Items A. and B.
41

42 Chairman Hawkins requested Mr. Noto, during his presentation, to explain how the
43 proposed Preliminary PUD and Final PUD differ from current code.

DRAFT

1 Stephen Noto, Planner, stated that he would do his best to point out the
2 differences. He explained, for the benefit of the audience, that all PUDs are
3 basically specific design standards meant for individual projects.
4

5 Mr. Noto presented Item A. and the related Staff Report. A colored aerial of the
6 subject property that is attached to the Staff Report was on the overhead projector.
7 He said, the project before you this evening, as the City Manager said, is a
8 culmination of so much we have been working on the last decade or so. As Mr.
9 Omana likes to say, the regulatory table has been set. Let's see who comes to
10 dinner. We are about to have a buffet here with this project. There are a lot of
11 people sitting at the table and the china has been cleaned. So, let's get eating, as
12 they say.
13

14 Mr. Noto put a document entitled Preliminary/Final Development Plan that is
15 attached to the Staff Report on the overhead projector. He oriented everyone as to
16 what the project looks like/the location of where the SunRail/FDOT rail line exists,
17 the Lake Mary Police Department, a parcel owned by Mr. Chris Mahnken to include
18 a two-story yellow office building, Hudson Pest Control, and Walters Electric. He
19 stated, the project request is for a 200-unit luxury apartment complex, a
20 combination of on-street parking on Crystal Lake Avenue, Old Lake Mary Road and
21 East Wilbur Avenue. There will also be a parking garage with a number of spaces,
22 as well as some onsite spaces behind the structure itself.
23

24 Mr. Noto put a colored rendering entitled Southwest Corner at East Crystal Lake
25 Avenue that is attached to the Staff Report on the overhead projector. He said, this
26 is looking east from, more or less, in front of the police department. The two-story
27 building on the left side of the drawing is the amenities' building. The landscaping
28 you see in this image may look familiar to you as Dix Lathrop is the landscape
29 designer. Dix Lathrop is the same designer who did Colonial Grand, Phases 1, 2
30 and 3 (2A). So, you will see many similarities in the landscape design and this plan
31 as you did for those projects; a lot of use of palm trees, bamboo, lush landscaping
32 by the pool, which will be located in between the actual apartment structure, which
33 is shown here (indicating to overhead projector), and the amenities' building.
34

35 Mr. Noto stated that the apartment building itself will be four stories; a mixture of
36 one, two and three bedroom apartment units ranging in size from 640 square feet,
37 minimum for a one bedroom, 940 square feet minimum for a two bedroom, and
38 1200 square-foot minimum for a three bedroom, and that is one of the changes in
39 the PUD versus our current code when it comes to square footage of these units.
40 He said there will be 112 one bedrooms, 76 two bedrooms, and 12 three
41 bedrooms.
42

1 Mr. Noto put a colored rendering entitled Tower Element at Old Lake Mary Road
2 and East Crystal Lake Avenue that is attached to the Staff Report on the overhead
3 projector. He stated, this elevation is, essentially, looking from the SunRail Station.
4 Looking west, this architectural feature is essentially the intersection of Crystal Lake
5 Avenue and Old Lake Mary Road. This project is literally walking distance from the
6 SunRail Station. Inherently, this is your ideal type of Transit Oriented Development
7 project; that is, a high density project within a quarter mile or a half mile from a
8 mass transit station.

9
10 Mr. Noto said that there are going to be 314 parking spaces in the parking garage.
11 The first floor will consist of 67 spaces (puts up a highlighted page 21, Exhibit "B",
12 of The Station House Planned Unit Development Agreement on the overhead
13 projector). He stated that the 67 spaces are highlighted. He said that the Board's
14 copies do not have these three lines on the right-hand side where it says resident
15 gated access beyond this point. He said this is just a clarification given to staff after
16 the packets were sent out; that it is already written that way in the PUD Agreement.
17 This is just so we can see it graphically.

18
19 Mr. Noto pointed out the public entry into the parking garage on the overhead
20 projector. He stated that Wilbur runs east/west (indicating to overhead projector).
21 He said, members of the public will be able to come in from that area. This is a flat
22 portion of the garage. It actually slopes down going this direction (indicating to
23 overhead projector) and slopes up going this direction (indicating to overhead
24 projector) as you head to the second level. There will be a gate. The remaining
25 spaces in the garage will be for those who live in the apartment
26 project/development. There will also be a gate at this access point (indicating to
27 overhead projector) so that way when members of the public come in, if they do not
28 live in this development, they would not have the ability to get beyond this gate and
29 to the remainder of the surface parking as shown on the plan.

30
31 Mr. Noto put what he referred to as kind of an X-ray of the parking garage on the
32 overhead projector. He stated, the design of the garage itself is actually quite nice.
33 One of the things staff told them to do is -- staff doesn't want it looking like a regular
34 parking garage. We want it to look like the façade of an office building, something
35 along those lines.

36
37 Mr. Noto put a view of the façade of the parking garage looking south on Wilbur
38 Avenue on the overhead projector. He said, this tunnel, if you will, is the access
39 point I was just referencing from Wilbur for the public to get in, and you can see the
40 dotted lines, just shown for reference, on how you get in and around the parking
41 garage.

1 Mr. Noto put the document entitled Preliminary/Final Development Plan attached to
2 the Staff Report back on the overhead projector. He stated, there will be a lot of
3 amenities for the folks that live in this project. Aside from the pool amenities that I
4 referenced earlier, there are also going to be two courtyards within the development
5 itself. Again, lots of nice landscaping in those areas. There is also going to be a
6 dog park at the very northeast corner of the project fenced off for the residents of
7 the development, and that will also be the location of a new Welcome to Lake Mary
8 sign, as well as signage for the project itself.

9
10 Mr. Noto said, the landscape buffers will be encompassed within an existing
11 alleyway here (indicating to overhead projector), and there will be ground
12 landscaping throughout the perimeter of the project, portions of it in the right-of-way
13 portions in the project boundaries itself.

14
15 Mr. Noto stated, as you can see, due to the density of the project, the setbacks
16 actually are very similar to those projects that we have approved in the Downtown
17 up to this point ranging from 0' to 20'. We have approved projects in the Core Area
18 at 0' with variances. But, this being a PUD, it is worked right into the PUD
19 Agreement so no variances are needed.

20
21 Mr. Noto proceeded to present Item B., the vacate request, at this time. He said,
22 you can see First Street, as it is today, exists in this rectangle (indicating to
23 overhead projector). The vacate is for this portion of First Street here (indicating to
24 overhead projector), and the rule of thumb, when you vacate a right of way, it gets
25 split in half between the folks who own property on either side. Well, the City owns
26 property on both sides of that right of way. So, if these items are approved and the
27 sale goes through, the Applicant will then be the owner of the previous location of
28 the right of way. We are also going to have a perpetual easement for the 67
29 spaces on the first floor of the garage, those spaces that I just went over a few
30 moments ago. And, there will also be right-of-way use agreements for the location
31 of the trash compactor, location of a portion of the parking garage, and the ten
32 spaces that are in the right of way here on Crystal Lake Avenue (indicating to
33 overhead projector) are going to be reserved for use of the Applicant. Being that it
34 is right in front of the amenities' building, they will need those for future renters and
35 doing business day-to-day. So, those three items will be going in a separate
36 agreement to the City Commission when the items move forward at that time.

37
38 Chairman Hawkins asked, but all of the other on-street parking are available for
39 public?

40
41 Mr. Noto answered, that's correct; yes.
42

1 Mr. Noto put a colored rendering marked Southwest Corner at East Crystal Lake
2 Avenue that is attached to the Staff Report on the overhead projector. He stated,
3 one thing that the elevations didn't show you was the building signage. In the
4 massive plans that you have, there is a signage plan in there (puts document
5 entitled Preliminary/Final Development Plan attached to the Staff Report back on
6 the overhead projector). The main signage for the building is, more or less, located
7 along this façade here (indicating to overhead projector), a sign that will come out
8 from the building. It's approximately, if my memory serves me correctly, about 15'
9 in height that will say The Station House. Those entitlements are outlined in the
10 PUD Agreement.

11
12 Mr. Noto said, when the City first started planning for downtown redevelopment, the
13 City did a full traffic study, treating the Downtown as if it were a Development of
14 Regional Impact (DRI). The folks the City contracted with assumed a 25-percent
15 build-out. This is all detailed further in the Staff Report. Basically, since we did that
16 traffic study years ago, we have been monitoring development up and down
17 Country Club Road and the entire downtown area, including what has been done in
18 the Core here (indicating to overhead projector), to make sure that no additional
19 modifications or improvements were needed to Country Club or any of the other
20 roadways. We treated this project no differently, and we have found that even with
21 the densities that are requested, there are still square footage and residential units
22 remaining before major improvements are to be done to Country Club Road. I will
23 also remind the Board that late last year, we did acquire North Country Club Road,
24 more or less, to the Methodist Church to the north of the Downtown boundaries and
25 we are looking at ways to make aesthetic improvements to the roadway as the year
26 goes on.

27
28 Mr. Noto stated, stormwater will be handled for the project offsite, much like it is
29 done for other projects that have come through in the Downtown. There are a lot of
30 moving pieces with this project. That is why you see many folks here representing
31 the Applicant; the engineer, the Applicant himself, and other representatives. They
32 are here to answer any specific questions you may have about the project.

33
34 Mr. Noto said, Mr. Chairman, I will note the main changes in the PUD Agreement,
35 per your request. Page 5, where it talks about setbacks is somewhat similar to
36 what the Code allows in that the only difference is that we are putting it into the
37 PUD Agreement with the 0' setback. We have already approved projects in the
38 Downtown with 0" setbacks, so that is not much of a change. The height of the
39 structure, to the load bearing wall, is 53'. That is a bit different from the Code;
40 however, the PUD allows us to do these types of things and allows us to get more
41 flexible in design, and all things considered with the TOD Overlay, the Downtown
42 Development District, and the location of SunRail, we felt this was an appropriate
43 height requirement. The total amount of parking spaces is sufficient for the project.

DRAFT

1 We have worked very closely with the Applicant to make sure that their demands
2 are being met. So, we actually were a little bit more flexible per their request to
3 have the parking demand be what they needed. It is actually very similar to the
4 apartments in Colonial, in their PUD Agreement. There wasn't a whole lot of
5 change in the signage code. Nothing significant in lighting, any of the structures
6 themselves. The landscaping is very similar. Like I said, we have worked with Dix
7 Lathrop many, many times in the recent past. So, we are very comfortable with
8 what they have proposed to do with all the landscape buffers.
9

10 Mr. Noto concluded his presentation by saying, having said all that, unless the
11 Board has any specific questions for me, staff has found that the request for
12 Preliminary and Final PUD for The Station House is consistent with Section 154.61
13 (D) (2) (d), one through four, of the City's Land Development Code, the City of Lake
14 Mary Comprehensive Plan, and we do recommend approval. He pointed out, just
15 for reference for those here in the audience, that this is not the final stop of this
16 project; that it still goes to City Commission twice, in February and March, and it still
17 comes back for a site plan public hearing. So, this is, by all intents and purposes,
18 the beginning of the process.
19

20 Chairman Hawkins questioned if the building signs are going to be within a certain
21 distance from the ground, or are they going to be high up on the building.
22

23 Mr. Noto responded, there is only one building sign that is of interest and that is the
24 one I referenced earlier that we don't have a site elevation for that is going at this
25 portion of the building (indicating to overhead projector). All of the remaining signs
26 are going to be flush to the building generally where the public comes into the
27 parking garage and then small signage around the amenities' building where the
28 leasing office is going to be.
29

30 Mr. Noto requested Mr. Schindler to unroll the large plans.
31

32 Gary Schindler, City Planner, complied.
33

34 Mr. Noto explained that is where the elevation is for the larger wall sign. He wanted
35 to get that number for Chairman Hawkins; that that is the only sign of significance.
36

37 Chairman Hawkins expressed his concern of the 100 compact parking spaces. He
38 stated that he thought that compact spaces aren't allowed anywhere else in the
39 City. He said that he drives a Chevrolet Suburban SUV. He stated that he took a
40 survey; that he noticed when he goes to Moe's in Altamonte Springs, they have
41 about 45 spaces of compact parking and saw that a little less than half of them had
42 compact cars in them. He said that he is not opposed to compact parking, per se,
43 but is opposed to bigger cars parking in compact spaces. He was concerned about

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no enforcement of this particular part of the PUD in this instance since there seems to be no particular enforcement in Altamonte Springs either. He stated that when people park larger cars in compact spaces, there is no room for people to get out of their cars, and there is damage to other people's cars when you try to get out. He said, to him, this is a quality of life issue in the City of Lake Mary; that he is proud that it doesn't have any compact car spaces anywhere because it is not enforceable. He stated that approximately 45 percent of the people park larger vehicles in compact spaces in just this one survey he took. He said that if he parked his Suburban in a compact space, people on either side of him would hit his car when they opened their door and/or he would hit theirs. He asked if there were any serious discussions about this.

Mr. Noto replied, we looked at it at length as well. In fact, we received a call from Mr. Omana one day, when he was out at a different parking garage in South Orlando, to kind of talk through what he was seeing there with travel lane widths, parking space widths, as Mr. Schindler is doing now. We looked at our existing code and it really just boils down to geometry with this garage. We would have preferred some more regular spaces. Sure, we would have; however, geometry just doesn't allow for it. Taking into account the 67 spaces that are on the first floor, there is going to be a lot of patrol going on with this parking garage. Now, I can't speak for the Applicant with how frequent or who they are going to use, or anything like that, but I would certainly defer and ask when he gets to this podium to maybe elaborate on what type of procedures there may be as far as making sure that those spaces that are compact are being used by compact cars. But, what it boils down to, to answer your question, it just became an item of geometry for us.

Chairman Hawkins stated, well, geometry is based on how you design it and how much space you use to design it and whether you want to squeeze 50 regular/large parking or compact parking spaces into where 40 should fit. He questioned, does the Applicant for this project have, per our current code, compact spaces, excluding the fact do they have enough parking spaces, for the structure and the use and everything, or do they have too many?

Mr. Noto answered, well, you can never have too many parking spaces.

Chairman Hawkins said, no, I mean, per code. He asked, I mean, do they have an excess per code?

Mr. Noto responded, actually, they have an excess per the PUD, and that is by design.

1 Chairman Hawkins stated, no, let's say they don't have a PUD. Let's say, based on
2 the amount of building space, occupancy space, how many parking spaces should
3 they have? And, do they have an excess?
4

5 Mr. Noto replied, yes, they do meet and slightly exceed current requirements.
6

7 Chairman Hawkins questioned, like, ten spaces, or three, or.....
8

9 Mr. Noto answered, by a slight number.
10

11 Mr. Schindler pointed out to Chairman Hawkins that the City does allow for compact
12 spaces in a parking garage. We have just never had one before. Per our code, we
13 will allow for 7.5' wide x 17' deep parking spaces in a parking garage. That would
14 be comparable to a compact space.
15

16 Chairman Hawkins asked, by percentage, or just.....
17

18 Mr. Schindler responded, 30 percent.
19

20 Chairman Hawkins questioned, so, are we at that percentage with 100 of those?
21

22 Mr. Noto replied, yes.
23

24 Chairman Hawkins asked, well, then it is in our code?
25

26 Mr. Noto answered, yes.
27

28 Member Miller questioned, while you're talking about parking, can you go through
29 how many spaces there are? Because I know the garage has 314, and 67 of those
30 are public access. Then, it lists 43 more, 70 more, and 10 more. So, I get 467 total
31 spaces. What are the total spaces you arrive at?
32

33 Mr. Noto responded, you are right on; 467 total.
34

35 Member Miller asked, that is to support 200 apartments?
36

37 Mr. Noto replied, right. I will add that most of the support for the apartments is
38 basically an income from the parking garage and the surface spaces. The rest are
39 for the public to use. We did that on purpose because as we see more and more
40 redevelopment going toward this end of town -- again, believing that this is the
41 catalyst for redevelopment in this area of town -- those spaces will be used by folks
42 other than those that live in the apartment project.
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Member Miller questioned, how many of the compact spaces are in the restricted spaces for the apartments?

Mr. Noto answered, to the best of my knowledge, almost all of them are in the garage.

Member Miller asked, some of them are in the 67 spaces? A percentage of them are in the 67 spaces that are available to the public and then the balance?

Mr. Noto responded, right.

Member Miller questioned, so it's evenly distributed? Compact spaces throughout the floors of the parking garage?

Mr. Noto replied, correct.

Chairman Hawkins said, the drawing didn't really show it that way because it looks like all of these are regular parking spaces to me.

Mr. Noto stated, you are correct. The way it is drawn isn't necessarily to scale. There are call-outs to show how many are compact.

Member Cartmill said that he has had some meetings at the police station, and when a train goes by, it's pretty shaky in there. He asked, being so close to the railroad – I know it's probably designed to withstand that -- is there any building fatigue that has been addressed based on.....

Mr. Noto answered, I will ask one of the Applicants and the engineers to address that. At this point, it will be addressed in one way, shape, or form. At this point, being that it's the rezoning hearing, this is only a 30-percent engineered site plan as it is, but, again, I'll ask them to address that question.

Member Miller questioned, given the proximity to the train station, will there be competition for these parking spaces for commuters going to the train station, in your estimation?

Mr. Noto put a concept drawing that was done awhile back on the overhead projector. He responded, this is a concept drawing we did a little while back. In fact, it is such a concept that what is before you tonight doesn't even match the original design, and that's all right. Here is the location of the SunRail (indicating to overhead projector). This is a drawing that they gave us that we merged with a map from Google. There are going to be over 300 parking spaces in the FDOT parking lot for those to use SunRail.

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Member Miller asked, where is the nearest public parking spaces on the complex on that drawing?

Mr. Noto questioned, for the SunRail Station itself?

Member Miller replied, in the apartment complex.

Mr. Noto answered, along right here (indicating to overhead projector); okay.

Member Miller asked, so, there are some much closer parking spaces for public access than the ones in the parking lot?

Mr. Noto responded, and they are even closer on Mr. Mahnken's property as well.

Member Cartmill questioned, and those ten that are set out by the amenities, are those going to be -- is that a tow away zone?

Mr. Noto replied, yes.

Member Miller asked, can we meter those slots?

(Laughter)

Chairman Hawkins stated, yeah, let's get some revenue.

Mr. Noto announced these items are quasi-judicial in nature; that two Quasi-Judicial Sign-In Sheets (see attached) were located at the back of the chambers for any interested party to sign in order to be kept abreast of these matters.

Chairman Hawkins requested the Applicant to come forward and address the Board.

Javier Omana, Applicant Representative, with CPH Engineers, 117 E. Robinson Street, Orlando, Florida, 32801, came forward and addressed the Board in favor of the proposed three items. He said, I am very happy and proud to be before you today. As Steve mentioned, this is the beginning of a long process for approval of a project that has been on my client's board for about two and-a-half years. So, thank you, Steve, for your presentation. I'd like to recognize members of the design team. First of all, Mr. Kyle Riva, representing EPOCH Properties. We have Scott Toschlog from Dix Lathrop. Heartscape, Landscape Architects. Bruce Otte from ACI Architects, and last but not least Jeremy Owens with CPH Engineers representing us. We endorse and concur with staff's recommendation of approval. We believe that Steve's presentation covers it all. The details we will address as

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1 we proceed through the process. We are here to answer questions. I would like to
2 have Kyle Riva step up to the podium and address the Board with a few
3 statements.

4
5 Kyle Riva, President of EPOCH Properties, 359 Carolina Avenue, Winter Park,
6 Florida 32789, came forward and addressed the Board in favor of the proposed
7 three items. He stated, before I was going to come up and address you this
8 evening, I went back in my files and looked up and somewhere around October or
9 November of 2010, we began our discussions with the City with regards to this
10 project under John Litton's tenure at that time. Since then, we have worked closely
11 with John Omana and his staff and now under the direction of City Manager Jackie
12 Sova. She is terrific and the staff has been great.

13
14 Mr. Riva said, we are very proud and excited to be part of downtown Lake Mary,
15 and a part of what we think will be the lengthening and broadening of downtown,
16 taking it to the light rail station. You guys should be very proud of yourselves for
17 being visionary and leaders of TOD development in the State of Florida. We think
18 this is just a grand opportunity with SunRail and we are very excited to be a part of
19 it. We think it will certainly greatly assist us in filling these apartments. There are
20 certainly pluses and minuses being next to a rail station, and we are certainly aware
21 of that, but you have a younger clientele that is looking to minimize automobile
22 traffic and usage. They like the opportunity to walk to downtown, to your
23 restaurants, shops and offices that you already have down here in existence.

24
25 Mr. Riva stated, we have a predominance of one bedroom units in this project.
26 Those people typically don't drive SUVs. They drive smaller vehicles. That's one
27 reason why we feel the compact percentage won't be obtrusive.

28
29 Mr. Riva said, this is about a 28-million-dollar investment that we are making here in
30 downtown. We are excited to do that and we think it will further enhance the great
31 work that you guys have already done down here. It will create 150-200
32 construction jobs for the next 15-24 months. It will create 12-15 full-time jobs
33 permanently. We are paying about 1.2 million in impact fees to the City, and will
34 continually be paying somewhere between 3-\$400,000 annually in real estate taxes
35 to the City. So, we think it will be a positive contributor to the City and certainly
36 maximize values of land stretching out to the SunRail Station. So, thank you very
37 much for having us.

38
39 Chairman Hawkins read aloud the P&Z Public Participation Process (see attached).
40 He emphasized that he was not going to limit public comment.

41
42 Chairman Hawkins opened the hearing to public comment on all three items.
43

1 Deborah Boos, 311 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746, came
2 forward and addressed the Board neither for nor against this project. She stated
3 that she was just an interested citizen at this point since this project is still relatively
4 new. She did, however, express her concern of growth and trees. She referenced
5 the City's logo with the green (trees) and blue (water) on it. She wanted this to be
6 taken into consideration with everything the City does. She was more concerned if
7 this would fit in with the ambience of the surrounding area rather than meeting
8 code. Since this is going to be in her backyard, she asked the Board if they would
9 want this in their back yard. She is a board member of Misty Oaks. She expressed
10 the concern of some of the Misty Oaks' citizens who were wondering if they were
11 going to see this four-story apartment building. She said that some of them will see
12 the apartments where they are used to seeing trees; that this will make a
13 difference. She was concerned about the impact on neighboring schools and the
14 numbers of toilet flushes per day that will be coming from this project. She didn't
15 know if we are ready for the infrastructure yet.

16
17 ValieJo Bailey, 337 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746, came
18 forward. She didn't state whether she was for or against this project, but she
19 questioned if these apartments will encompass retail and residential or just
20 residential.

21
22 Chairman Hawkins replied, it's all residential.

23
24 Beverly Parker, 204 Red Bud Court, Lake Mary, Florida 32746, came forward and
25 addressed the Board in opposition to the proposed three items. She stated this
26 project is going to be in her backyard; that they will look out to it. She said that they
27 already have all the noise from SunRail and are in opposition to that; that she just
28 didn't see having a four-story building here in Lake Mary right in her backyard. She
29 stated that they moved to Lake Mary because it was quiet, a low crime rate, and
30 they intended on staying here as long as they could stay in their home they built in
31 '91; that she has lived in Lake Mary for 25 years. She said that with this coming,
32 the crime rate is going to go up, that they already have had some vandalism, and
33 there is going to be more traffic/congestion. She stated this is not Downtown
34 Orlando; that if they wanted to live somewhere like that, that's where they would
35 have moved to and built or bought another home there. She said that she could
36 see where they were going to get forced out of their home and the property values
37 are going to go down. She stated that she thought this project would be great
38 somewhere else, but not for them, not in their backyard.

39
40 Bonnie McAllister, 323 Oak Leaf Circle (Misty Oaks), Lake Mary, Florida 32746,
41 came forward neither in favor nor opposed to the proposed three items. She said
42 that she has lived in Lake Mary since 1989. She stated that she currently works for
43 a developer and is on both sides of the fence here. She expressed her concern

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1 about the proposed height of the apartments and wanted it to be three stories
2 instead of four since that is not the norm in the City and detracts aesthetically. She
3 expressed her concern of this being the right location for luxury apartments. She
4 said that she would prefer to see townhomes or a bit lesser of a density. She also
5 expressed her concern about the traffic.

6
7 Chairman Hawkins asked Mr. Noto if he had any response to any of these
8 comments.

9
10 Mr. Noto answered, I will address the school item. We did coordinate with Mike
11 Rigby, who is the school facilities' planner with Seminole County School Board that
12 did an initial review. They haven't done their full-blown school capacity analysis;
13 however, I coordinate with Mike all the time for our residential developments and he
14 has already sent me information saying that they will get their SCALD with no
15 issues. So, we have coordinated in that aspect. The other items regarding view
16 from Misty Oaks and the other neighborhoods, it would probably be best if the folks
17 who have concerns either came to our office and I can show you the plans and that
18 way they can see the elevations and we can go over the landscape plans.

19
20 **TAPE 1, SIDE B**

21
22 Member Miller stated that his expectation would be that property values would go
23 up rather than down with putting this project at this location. He questioned Mr.
24 Noto if he had an opinion about that.

25
26 Mr. Noto responded, I'll caveat it that I have never appraised property, but based on
27 what we have done research on before and knowing what the values of those
28 properties are, not the folks here, but the land as it sits now, we expect it to go up a
29 lot, to use a very un-technical term. We expect the values to go up quite a bit.

30
31 Member Miller asked, on the comment about crime, has Chief Bracknell
32 commented on what we are doing here?

33
34 Mr. Noto replied, they review the plans as a part of our staff level Development
35 Review Committee (DRC). I think they are very lucky to be located right across the
36 street from the Police Department, and so they will be literally out their front door.
37 So, I am sure they will be on top of it every day.

38
39 Member Cartmill questioned, and on a project of this type, is there a green space
40 requirement?

41
42 Mr. Noto answered, yes. Ten percent.

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1 Member Cartmill asked, and they meet that?
2

3 Mr. Noto responded, yes.
4

5 Hearing no further public comment, Chairman Hawkins closed that portion and
6 entertained board discussion and/or motions.
7

8 Chairman Hawkins commented that he was in favor of this development, but
9 wished it would be three stories/less dense in keeping with the Downtown. He said
10 that he was surprised when he found out he agreed previously to compact parking
11 spaces in a garage when it previously came before the Board; that somehow that
12 slipped by him when that was approved, but he stated that he was comfortable with
13 it based on what the Applicant has said and on the fact that it is a part of our code.
14 He was also okay with all the other variances from our code as a part of the PUD.
15 He stated that he was just glad to have a nice development like this downtown and
16 it be TOD oriented.
17

18 Member Cartmill said that he was in favor of it too. He stated that he liked how they
19 used that odd-shaped property. He thought it is a wonderful looking project and is
20 a sign of things to come, he hoped.
21

22 Chairman Hawkins joined in by saying, hope it takes off.
23

24 Member Miller stated, given everything that has happened in the Downtown Centre
25 planning and how hard the City has worked to make this happen, it would be very
26 hard to sit here and be against this since we have been trying for three or four
27 years for the planning organization to make things like this happen. I understand
28 the people who live near it are disappointed. I live in a neighborhood where I can
29 hear 417 when I walk out to get my paper now, and I-4, and I didn't hear it 25 years
30 ago when I bought the house either. I used to have foxes in my yard and I don't
31 anymore. So, it is a part of what is happening to our City and I think I am in favor it.
32 I think it will be a tremendous asset. I'm proud EPOCH decided to do this. It looks
33 like they are doing a first-class development.
34

35 Chairman Hawkins questioned, I've got opossums and raccoons. You want some?
36

37 Member Miller replied, I've had raccoons born in my eyes in my house. I had three
38 baby raccoons taken out of my house.
39

40 **MOTION:**
41

42 **Member Cartmill moved to recommend approval to the City Commission**
43 **the request by EPOCH Properties, Inc., regarding a Preliminary PUD and**

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Final PUD for The Station House located south of Wilbur Avenue, west of Old Lake Mary Road and north of E. Crystal Lake Avenue, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report. Member Miller seconded the motion, which carried unanimously 5-0.

As far as the City's vacate application, Member Cartmill asked if North First Street, in the area of the proposed vacation, is currently a dirt road.

Mr. Noto answered, no, it's cold mix.

MOTION:

Member Cartmill moved to recommend approval to the City Commission the request by City of Lake Mary/Community Development Department for the partial vacation of North First Street, a 54' wide Right-of-Way (ROW) located north of East Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes plat, Lake Mary, Florida, consistent with staff's Findings listed in the Staff Report and subject to the following condition. Member Schofield seconded the motion, which carried unanimously 5-0.

CONDITION:

- 1. EPOCH Properties, Inc., is responsible for removal of all utilities in the vacated ROW. This includes contacting all applicable utility companies to coordinate approval of removal. Letters of approval are required prior to issuance of a site construction permit.**

Mr. Omana announced that these three items will move forward to the City Commission meeting of February 21, 2013.

P&Z Public Participation Process

City staff and the applicant, or the agent for the applicant, will make their presentations first, followed by questions from the Planning and Zoning Board members. After the presentations from staff and the applicant, the Chairman will open the public hearing portion of the meeting to allow interested parties to speak for or against the item being considered. The public is instructed to keep their presentation factual, not be redundant, and to direct all comments to the Board, not to the applicant or to staff. From time to time, it may become necessary for the Chairman to limit the time that speakers may have. If a time limit is to be imposed, it will be announced at the time that the Public Hearing is opened. If a speaker wishes to be heard for the record but does not have any new information regarding the item being considered, the speaker shall give his/her name and address for the record and state that they agree with the presentation made by a previous speaker, giving the specific name of the person. When the Chairman believes that no additional information is forthcoming, the Chairman shall close the public hearing portion of the meeting.

QUASI-JUDICIAL SIGN-IN SHEET

1/22, 2013
P72 MEETING
(please print)

Name Bonnie McAllister Phone No. 407-321-5211

Address 323 Oak Leaf Cir Lake Mary FL 32746

Item of Interest Apts - Station House

Name RICHARD RIGA Phone No. 407 936 6700

Address 353 OAK LEAF CIR 32746

Item of Interest STATION HOUSE

Name Valie Jo Bailey Phone No. 407-302-6260

Address 337 Oak Leaf Circle, LM 32746

Item of Interest station house

Name DEBORAH BOOS Phone No. 407-321-9739

Address 311 Oak Leaf Cir Lake Mary 32746

Item of Interest station house & Supporting infrastructure changes

Name Thomas Scott Phone No. 407-810-0966

Address 317 OAK LEAF circle

Item of Interest Station House Project

Name Debra & David Phone No. 407-323-7484

Address 302 Oak leaf Cir

Item of Interest Station House

QUASI-JUDICIAL SIGN-IN SHEET

1/22, 2013
Pt 2 MEETING

(please print)

Name Beverly Parker Phone No. 407 321 2787

Address 204 Red Bud Ct Lake Mary 32746

Item of Interest Station House

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



CITY MANAGER'S REPORT

DATE: February 21, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. RFP #13-02 – Lake Mary Tennis Center Management/Pro Selection. **(ATTACHMENT #1)**
2. Expenditure from Forfeiture Fund for Automated External Defibrillators (AED's) and hemostatic gauze. **(ATTACHMENT #2)**

ITEMS FOR COMMISSION INFORMATION:

1. Monthly Department Reports. **(ATTACHMENT #3)**



CITY MANAGER'S REPORT

DATE: February 21, 2013
TO: City Commission
FROM: Gunnar Smith, Recreation Supervisor & Events Center Manager
SUBJECT: RFP 13-02 - Lake Mary Tennis Center Management/Pro Selection

Proposals for RFP-13-02 were received on January 23, 2013. The intent of the RFP was to choose a Tennis Contractor for the Lake Mary Tennis Center to begin in February 2013.

The selection committee consisted of the following members:

1. Bryan Nipe, Parks and Recreation Director
2. Kathy Gehr, Assistant Parks and Recreation Director
3. Gunnar Smith, Recreation and Events Center Manager
4. Danny Williamson, Parks and Recreation Board Chairman
5. Radley Williams, Recreation Chief

At the January 31, 2013 meeting of this group, three (3) Tennis Contractor candidates' proposals were reviewed, discussed, and evaluated. The following is a ranking based on tallied scores from the committee (out of 500 possible points).

1. Steve Huber, current interim Lake Mary Tennis Contractor - **477 pts.**
2. Global Tennis Management LLC- **413 pts.**

3. Central Florida Tennis Academy Inc.- **330pts.**

Recommendation

Based on the proposals and scoring matrix, the Tennis Selection Committee recommends that the City begin contract negotiations with Steve Huber to serve as the Tennis Contractor.

Attachment

1. Tennis Committee scoring sheet.

City of Lake Mary

RFP 13-02

MANAGEMENT AND OPERATION OF LAKE MARY TENNIS CENTER

EVALUATION CRITERIA	Possible Points	Cen FL Tennis	Steve Huber	Global Tennis
1) To be eligible for consideration, the Contractor must be a USPTA Certified Tennis Professional and have a minimum of five (5) years of teaching experience as a tennis professional and be a member in good standing with the USA with a USPTA qualification.	20			
2) A minimum of one (1) year of experience managing the operations of a tennis facility.	20			
3) Understanding/experience in soft court maintenance.	5			
4) Demonstrated success in developing and conducting a broad range of tennis programs for adults and youth including planning, promoting and conducting tournaments.	10			
5) References provided	10			
6) Fee proposal as described under submittals 7.5.	20			
7) Thoroughness, completeness and creativity of submitted Business Plan.	15			

TOTALS	0	0	0
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CITY MANAGER'S REPORT

DATE: February 21, 2013

TO: City Commission

FROM: Colin Morgan, Deputy Chief of Police

SUBJECT: Expenditure from Forfeiture Fund for Automated External Defibrillators (AED's) and hemostatic gauze.

Recently, we reviewed our equipment for each officer and found we needed an additional five (5) Automated External Defibrillators (AED's) to assure each officer has one available to them. Currently each patrol officer is assigned an AED; however, we have increased in personnel and reserve officers this year and now do not have enough to issue one to each officer. This equipment is invaluable in saving the lives of our citizens when an emergency situation arises.

Cardiac Science is the current supplier of our AED units and it is recommended by staff to remain with this company for this purchase. These units are sold under state contract bid #465-820-11-1. Each unit has a seven (7) year warranty, with an expected life of ten (10) years, and a four (4) year warranty on the battery, with a life expectancy of five (5) years.

A further review directed our attention to the need for Hemostatic Gauze (Celox Rapid™) to be issued to each officer. This product is distributed by Advanced Trauma Specialties and quickly stops the bleeding of injured persons. Its intended purpose for our use is to quickly stop the bleeding from a gunshot wound where the loss of blood is rapid and must be stopped immediately. Each Hemostatic Gauze sells for \$26.00 and is a sole source purchase.

The total expenditure from the Law Enforcement Trust Fund account will not exceed \$7,515.00 which includes shipping, handling, and warranty.

RECOMMENDATION:

Request Commission approve purchase of Automated External Defibrillators and Hemostatic Gauze from the Police forfeiture fund in an amount not to exceed \$7,515.00.

Territory Mgr: Rob Williams

Date: January 29, 2013

CUSTOMER BILLING INFORMATION

Customer: <u>Lake Mary Police Department</u>	Contact Name: <u>Deputy Chief Colin Morgan</u>
Address 1: <u>165 East Crystal Lake Avenue</u>	Title: <u>CONTACT TITLE</u>
Address 2: <u>SUITE</u>	Phone: <u>407/585-1300 or 407/585-1302</u>
City: <u>Lake Mary Police Department</u>	Fax: <u>FAX</u>
State: <u>FL</u> Zip: <u>32746-3244</u>	E-mail: <u>cmorgan@lakemaryfl.com</u>
County: _____	
Invoice to: <input checked="" type="checkbox"/> Corporate Billing Address <input type="checkbox"/> Individual Location (provide details)	Tax exemption # _____ Tax Exemption Form Attached
Payment Term: <u>Payment due upon receipt</u> Specify Payment Terms here, if other	P.O. # _____ Not Applicable
Payment: <u>Check</u>	CODE _____
Class ID: <u>End User</u> Segment: _____	Lead: <u>State Contract 465-820-11-1</u>
Pricing Code: (if PAD/Contract): _____ Affiliation: _____	

CUSTOMER SHIPPING INFORMATION

Customer: <u>Lake Mary Police Department</u>	Contact Name: <u>Deputy Chief Colin Morgan</u>
Address 1: <u>165 East Crystal Lake Avenue</u>	Title: <u>CONTACT TITLE</u>
Address 2: <u>SUITE</u>	Phone: <u>407/585-1300 or 407/585-1302</u>
City: <u>CITY</u>	Fax: <u>FAX</u>
State: <u>FL</u> Zip: <u>32746-3244</u>	E-mail: <u>cmorgan@lakemaryfl.com</u>
County: _____	Shipping Method: <u>FedEx - Ground</u>
F.O.B.: _____ Factory	Freight Collect Account: _____

EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

AED Devices:	Item	List	Qty	Price/each	Subtotal
Powerheart AED G3 Plus Automatic Package, AED, Carry Case, Ready Kit, Spare Pads	9390A-1001P	\$ 2,095.00	5	\$ 1,295.00	\$ 6,475.00
AED Devices		\$ -		\$ -	\$ -

AED Accessories / Upgrade Options:	Item	List	Qty	Price/each	Subtotal
3-D Wall Mount Sign identifying location of AED	168-6002-001	\$ 35.00	5	\$ 0.00	\$ 0.00
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
AED Accessories		\$ -		\$ -	\$ -
Upgrade Options		\$ -		\$ -	\$ -

Program Management:

Champion Name: <u>Deputy Chief Colin Morgan</u>	Phone: <u>407/585-1300 or 407/585-1302</u>	Email: <u>cmorgan@lakemaryfl.com</u>
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Program Management:	Item	List	Qty	Price/each	Subtotal
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Program Management Options (manager only)		\$ -		\$ -	\$ -

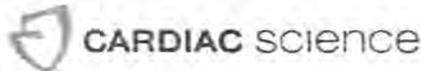
Miscellaneous Items (enter as needed):

				\$ -
				\$ -

Order Subtotal (excluding tax and shipping)	\$6,475.00
Sales Tax: <u>tax exempt</u>	
Shipping: <u>included</u>	
Grand Total:	\$ 6,475.00

Comments/Notes Section: Cost based on the FL STATE TERMS CONTRACT # 465-820-11-1. Please fax your order to 800.925.2825 attn: Candice Lambert c/o Customer Service. Cost includes AED with 4-year operational battery, soft carrying case, ready kit, and spare pads.

Please send purchase orders and correspondence to: **Cardiac Science Corporation** Fax To: 262-953-3499 Please send payment to: **Cardiac Science Corporation**



TERMS AND CONDITIONS

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

1. Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

5. License. Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

6. Indemnification. Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deploys an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

7. Defense of Claims. Cardiac Science Corporation ("CSC") will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS. AEDs are intended for use by, or for benefit of, a single user or persons licensed by state law.

I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS

Authorized Signatory	Print Name	Title	Date
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Cardiac Science Corporation
N7 W22025 Johnson Drive
Waukesha, WI 53186

Tel: 1-800-991-5465
Fax: 1-262-963-3499
www.CARDIACSCIENCE.com



**ADVANCED
TRAUMA
SPECIALTIES**
LLC

Quotation

CELOX RAPID

Lake Mary Police Department
Date: 12-07-12
Quote #: 12-12-001
Customer ID: LMPD001

Bill To:

Ship to:

Your #	Our #	Sales Contact	Terms	Tax ID
		Deputy Chief Morgan	Price until 12-2013	

Item	Quantity	Description	Unit Price	Disc %	Total
					\$1,040.00

Shipping	\$0.00
Subtotal	\$1,040.00
Tax %	0%
Total	\$1,040.00

7121 Grand National Dr., Suite 103, Orlando FL 32819
Tel: (407) 248-0883, Cell: (407) 448-6128, Fax: (123) 456 7892
rotterbacher@advancedtraumaspecialties.com advancedtraumaspecialties.com

CELOX™ RAPID



ADVANCED
TRAUMA
SPECIALTIES^{LLC}

1/30/2013

Colin Morgan, Deputy Chief
Lake Mary Police Department
Criminal Investigations Division
100 N. Country Club Rd
Lake Mary, Florida
32746

Chief Morgan,

This letter is to confirm that Celox Rapid™ is a sole source product, manufactured, exclusively by *MedTrade* and distributed by *BioStat LLC* with *Advanced Trauma Specialties LLC* as the licensed agent of BioStat for marketing, sales and as a liaison for EMS, Fire and Law Enforcement agencies. Celox Rapid™ is proprietary in nature and no other company produces and distributes this product.

While there are other hemostatic dressings available, Celox Rapid™ has unique manufacturing characteristics and performance efficacies. These exact standards are not available in other products.

If you desire additional information, do not hesitate to contact me at (407) 448-6128 at any time or visit our website at advancedtraumaspecialties.com. Thank you for your interest in our product

A handwritten signature in black ink, appearing to read 'Dr. Brooks', is written over a horizontal line.

Sincerely,
Dr. William Brooks
Owner
Advanced Trauma Specialties
7121 Grand National Dr.
Suite 103
Orlando, FL 32819
407-248-0883
wbrooks@advancedtraumaspecialties.com



MEMORANDUM

DATE: February 15, 2013

TO: Mayor & City Commission

FROM: Bryan Nipe, Parks and Recreation Director

THRU: Jackie Sova, City Manager

SUBJECT: January 2013 Parks and Recreation Report Summary

Skate Park

- Total Revenue= \$263 (up \$73 from December revenue).
- Participants continue to be down from prior years. This is due partially to the City of Longwood's new park with no admission fee and a general trend showing skateboarding is losing popularity. We have begun marketing through social media and in person at schools to try and gain some exposure.

Youth Recreation

- Lake Mary Little League Opening day is 2/23/13. Registration is over 300 kids, which is up several teams from 2012.
- Soccer Shots soccer clinic has been popular. January 12th had 2 sessions of 15 kids each.

Adult Recreation

- Adult Softball has 17 teams playing on 3 nights for the Polar Bear Season.

Events Center

- Sound monitoring device is installed and operating.
- Revenue is up over \$6,000 year-to-date from 2012.
- New flooring was installed the week of 2/4/13.

Tennis Center

- 128 memberships as of 2/1/13. This is up from 104 this time in 2012. 23% increase.
- Steve Huber has been retained for an additional month as RFP's for new tennis contractor are reviewed.
- Valentine's Day Mixer - Friday night February 22nd at 7 pm.

Senior Center

From Elder Affairs Commission Chair Jim Gudinas on the Shred-a-Thon results:

The numbers are in and we had another successful event. The vehicle count was at 835. That's up about 125 from last year. The amount of material shredded was 42,020 lbs. That's an increase of about 2,000 lbs., or one ton, over last year.

I think we can all be proud of the results, the service we provided and the events and activities we'll be able to support with the donations we raised.

Thank you to Jim and all of those who volunteered their time at this great community event!

Proposed Community Center at 140 Wilbur

- Property sale closed on February 6th.
- Working with ZHA Consultants on final plan to be bid Design Build for an interior renovation. Awaiting Analysis of current AC system to move forward.

Upcoming Community Events

- **WineArt Wednesdays** – Began February 6, 2013
- Lake Mary Celebrates – March 2, 2013 10 am – 3 pm
- Family Fun Day – April 6, 2013
- Trailblazer 5K in Downtown Lake Mary – April 20, 2013 7:30 am

Farmers Market

- Vendor attendance at the Farmers Market has increased to 35 in January '13 from 30 in January '12. Revenue shows a decrease and this is due to a decrease in vendor rates.

Maintenance

- A Wine/Beer Garden is complete at Central Park with 4' ornamental fencing, reused landscaping, LED lighting, barrels, benches (made in-house by Facilities) and picnic tables.
- Sports Complex Dugout roofs are in the process of being replaced due to rot.
- The Facilities Maintenance Electrician has upgraded the lighting in and around City Hall/Central Park with higher wattage fluorescent bulbs and clear globes as part of a maintenance face lift.
- Landscaping on Seminole Ave. is complete.

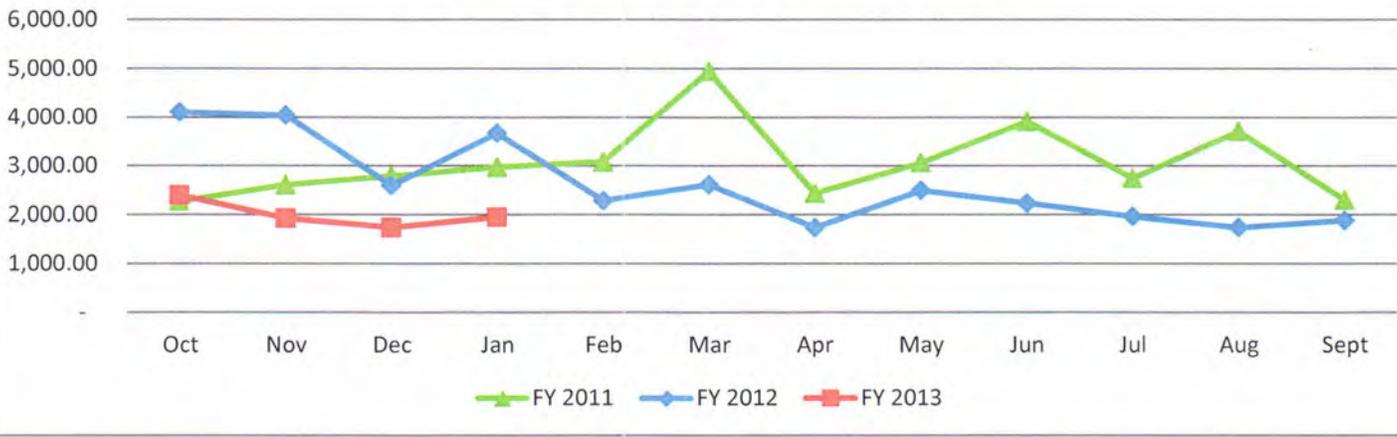
**PARKS AND RECREATION MONTHLY REVENUE AND EXPENSE REPORT
FOR THE MONTH OF: JANUARY 2013**

ACTIVITY	CURRENT MONTH	THIS MONTH LAST YEAR	CURRENT YTD	PREVIOUS YTD
EVENTS CENTER				
non-revenue uses	10	7	41	31
rentals	16	25	91	95
revenue	\$ 30,396.63	\$ 42,192.04	\$ 160,114.52	\$ 153,849.29
expenses	\$ 26,904.66	\$ 30,551.40	\$ 111,725.34	\$ 124,405.31
SENIOR CENTER				
non-revenue uses	5/11.75	3/7.75	13/31.75	11/2.0
rentals	1	1	5	5
classes	122	123	436	465
individual participants	1840	1926	6496	6197
revenue	\$ 7,774.24	\$ 6,579.96	\$ 11,705.17	\$ 10,315.06
expenses	\$ 9,425.08	\$ 9,253.16	\$ 33,594.16	\$ 34,491.73
TENNIS CENTER				
memberships	128	104	128	104
revenue	\$ 4,615.52	\$ 2,011.99	\$ 16,598.63	\$ 9,801.01
expenses	\$ 5,950.04	\$ 4,468.32	\$ 20,625.16	\$ 18,344.43
OTHER REVENUES				
Farmers Market	\$ 1,951.12	\$ 3,674.53	\$ 8,008.56	\$ 14,421.23
Skate Park	\$ 263.19	\$ 1,392.54	\$ 1,365.81	\$ 4,813.68
Splash Park	\$ -	\$ -	\$ -	\$ 14.02
Park Rentals	\$ -	\$ -	\$ 325.00	\$ 175.00
Sports Complex	\$ 8,543.01	\$ 4,193.17	\$ 10,717.15	\$ 6,283.22
Leagues	\$ 1,630.00	\$ -	\$ 5,525.00	\$ 3,575.00
Concession	\$ -	\$ -	\$ 232.52	\$ -
TOTAL OTHER REVENUES	\$ 12,387.32	\$ 9,260.24	\$ 26,174.04	\$ 29,282.15

Events Center Revenue Trends



Farmers Market Revenue Trends



Tennis Center Revenue Trends





WORK ORDER EXPENSES

TYPE	Jan-13	YTD	Jan-12	YTD	Jan-13	YTD	Jan-12	YTD
LABOR	28%	28%	35%	34%	\$ 3,848.84	\$ 19,261.46	\$ 3,704.96	\$ 16,584.78
MATERIALS	38%	23%	21%	31%	\$ 5,413.06	\$ 14,853.82	\$ 2,212.06	\$ 16,032.24
CONTRACTOR	34%	49%	44%	35%	\$ 4,706.67	\$ 35,983.58	\$ 4,729.05	\$ 16,249.54
TOTALS	100%	100%	100%	100%	\$ 13,968.57	\$ 70,098.86	\$ 10,646.07	\$ 48,866.56

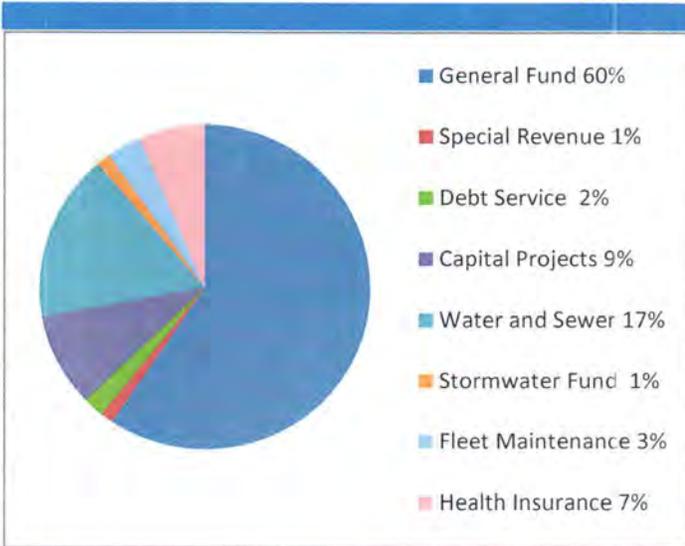
WORK ORDERS BY BUILDING

FACILITY	Jan-13	YTD	Jan-12	YTD
CITY HALL	11	42	13	46
EVENTS CENTER	7	26	10	46
EMPLOYEE HEALTH CLINIC	2	4	0	0
FLEET	2	5	1	7
FRANK EVANS MUSEUM	0	7	3	6
LIBERTY PARK	0	2	1	1
MUNICIPAL COMPLEX	3	22	13	26
PARKS BUILDING	2	9	2	10
POLICE DEPARTMENT	5	24	6	36
PUBLIC WORKS BUILDING	5	17	2	10
SPORTS COMPLEX	6	9	3	14
STATION #33	1	10	6	22
STATION #37	1	6	7	22
TENNIS CENTER	2	8	0	9
TRAILHEAD PARK	1	6	1	1
WATER TREATMENT PLANT	1	7	3	12
TOTALS	49	204	71	268

WORK ORDERS BY CATEGORY

FACILITY	Jan-13	YTD	Jan-12	YTD
APPLIANCES	0	6	1	12
DOORS - INT, EXT, & HARDWARE	2	9	6	18
ELECTRICAL	22	67	24	65
FIRE ALARM SYTEMS	0	0	0	0
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	5	11	7	24
JANITORIAL	1	10	2	8
MISCELLANEOUS	5	25	6	18
PAINT - INTERIOR & EXTERIOR	3	5	0	3
PEST CONTROL	0	5	1	5
PLUMBING	5	16	5	22
PREVENTATIVE MAINTENANCE	6	48	15	84
SECURITY SYSTEMS	0	1	1	5
SEPTIC TANKS	0	0	0	0
VENDING	0	1	3	4
TOTALS	49	204	71	268

City of Lake Mary
Budget Snapshot as of January 31, 2013
 (33.33% of fiscal year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 5,943,112	\$ 5,448,137	91.7%
Franchise & Utility Taxes	6,081,614	1,516,225	24.9%
Business Tax Receipts	119,000	111,155	93.4%
Permits	855,415	190,068	22.2%
Fines & Forfeitures	47,686	29,988	62.9%
Intergovernmental	1,371,427	351,803	25.7%
Charges for Services	1,206,250	409,220	33.9%
Investment Income/Other	264,000	115,065	43.6%
Operating Transfers In	900,000	300,000	33.3%
Total Revenues	\$ 16,788,504	\$ 8,471,661	50.5%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 94,797	\$ 28,824	30.4%
City Manager	484,962	135,866	28.0%
City Attorney	95,000	21,836	23.0%
City Clerk	213,963	68,784	32.1%
General Government	570,403	253,400	44.4%
Risk Management	15,550	10,846	69.7%
Finance	579,599	169,665	29.3%
Community Development	649,910	207,656	32.0%
Building	471,913	130,010	27.5%
Facilities Maintenance	347,013	96,783	27.9%
Police Operations	4,724,846	1,502,730	31.8%
Fire Combat	4,399,708	1,329,101	30.2%
Fire Prevention	333,661	100,325	30.1%
Support Services	918,590	276,432	30.1%
PW Admin & Engineering	218,008	68,636	31.5%
Streets/Sidewalks	442,428	125,344	28.3%
Parks & Recreation	1,614,774	489,802	30.3%
Events Center	378,981	111,725	29.5%
Senior Center	112,383	33,594	29.9%
Tennis Center	86,246	20,625	23.9%
Transfers Out	882,330	284,110	32.2%
Total Expenditures	\$ 17,635,065	\$ 5,466,094	31.0%
<i>Fund Balance Forward</i>	14,418,585	16,369,093	113.5%
Current Fund Balance	\$ 13,572,024	\$ 19,374,660	142.8%

Debt Service Funds			
Revenues	Budget	Year-to-Date	%
Transfers In	\$ 574,515	\$ 191,505	33.3%

Expenditures			
	Budget	Year-to-Date	%
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	14,721	4.4%
Cemetery Sales	4,000	1,000	25.0%
Fines & Forfeitures	8,660	4,918	56.8%
Investment Income/Other	5,130	2,250	43.9%
Total	\$ 348,752	\$ 22,889	6.6%

Expenditures			
	Budget	Year-to-Date	%
Training	\$ 18,000	\$ 9,200	51.1%
Operating & DARE	11,410	2,669	23.4%
Contributions	750	750	100.0%
Capital	108,519	34,660	31.9%
Heritage Park	25,000	-	0.0%
Cemetery Operations	9,175	1,438	15.7%
Total	\$ 172,854	\$ 48,717	28.2%
<i>Fund Balance Forward</i>	1,025,912	985,368	96.0%
Current Fund Balance	\$ 1,201,810	\$ 959,540	79.8%

Capital Projects Fund			
Revenues	Budget	Year-to-Date	%
Investment Income	\$ 11,000	\$ 3,807	34.6%
Grants	-	-	0.0%
Intergovernmental/Other	2,607,500	3,947	0.2%
Total	\$ 2,618,500	\$ 7,754	0.3%

Expenditures			
	Budget	Year-to-Date	%
Capital Projects	3,539,731	326,311	9.2%
Total	\$ 3,539,731	\$ 326,311	9.2%
<i>Fund Balance Forward</i>	1,023,405	2,696,267	263.5%
Current Fund Balance	\$ 102,174	\$ 2,377,710	2327.1%

Water and Sewer Fund			
Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,275,000	\$ 625,355	27.5%
Sewer Revenue	1,725,000	589,332	34.2%
Reclaimed Water	190,000	64,255	33.8%
Water Impact Fees	255,000	(9,947)	-3.9%
Sewer Impact Fees	110,000	(6,177)	-5.6%
Investment Income/Other	154,500	71,857	46.5%
Total	\$ 4,709,500	\$ 1,334,675	28.3%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	1,631,697	465,112	28.5%
Capital Projects	485,000	51,515	10.6%
Wholesale swr/reclaimed	1,298,300	326,468	25.1%
Transfers Out	949,935	316,645	33.3%
Total	\$ 4,364,932	\$ 1,159,740	26.6%
<i>Beg Unrestrict Net Assets</i>	12,782,410	13,980,865	109.4%
Available Net Assets	\$ 13,126,978	\$ 14,155,800	107.8%

Stormwater Utility Fund			
Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 378,320	\$ 115,626	30.6%
Interest/Other	5,000	1,830	36.6%
Total	\$ 383,320	\$ 117,456	30.6%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	255,524	49,440	19.3%
Capital Projects	60,000	100,000	166.7%
Total	\$ 315,524	\$ 149,440	47.4%
<i>Unrestricted Net Assets</i>	524,891	879,946	167.6%
Available Net Assets	\$ 592,687	\$ 847,962	143.1%

Fleet Maintenance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 950,211	\$ 236,930	24.9%

Expenditures			
	Budget	Year-to-Date	%
Operating Costs	\$ 278,539	\$ 77,364	27.8%
Vehicle Purchases	\$ 575,500	\$ 7,000	1.2%

Health Insurance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Charges for Service/Other	1,833,775	562,281	30.7%

Expenditures			
	Budget	Year-to-Date	%
Health Insurance Expense	1,432,775	365,583	25.5%
Health Clinic Expense	\$ 357,750	\$ 72,486	20.3%

City of Lake Mary, Florida
General Fund Revenues
As of January 31, 2013

Account Code	Description	2010		2011		2012		2013	
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Y-T-D
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.6355	3.6355	3.6355	3.6355
311-10	Ad valorem tax	\$ 7,201,252	\$ 7,325,514	6,470,685	6,072,711	5,943,112	5,448,137		
	Franchise & Utility:								
313-10	Progress Energy - Franchise	1,229,400	1,390,771	1,283,358	1,224,950	1,219,190	287,345		
313-11	FP&L - Franchise	525,655	618,712	586,291	545,433	576,381	90,004		
313-40	Propane - Franchise	7,990	6,871	7,090	10,010	7,700	-		
313-70	Solid Waste - Franchise	380,590	398,317	402,902	419,745	420,000	141,303		
	Total Franchise	2,143,635	2,414,671	2,279,641	2,200,138	2,223,271	518,652		
314-10	Progress Energy - Utility	1,175,000	1,427,828	1,348,464	1,249,356	1,281,040	290,764		
314-11	FP&L - Utility	438,150	608,592	607,667	601,224	561,393	146,353		
314-20	Telecommunications	2,355,000	2,239,495	2,025,484	2,011,704	1,970,830	547,917		
314-80	Propane Gas - Utility	43,500	45,090	45,535	47,512	45,080	12,539		
	Total Utility	4,011,650	4,321,005	4,027,150	3,909,796	3,858,343	997,573		
	Total Franchise & Utility	6,155,285	6,735,676	6,306,791	6,109,934	6,081,614	1,516,225		
	Licenses and Permits:								
321-60	Business Tax Receipts	122,500	118,244	119,026	115,373	119,000	111,155		
322-10	Building Permits	469,750	446,621	501,449	851,192	755,000	171,287		
322-20	Electrical Permits	35,000	23,460	31,702	63,819	50,040	9,922		
322-30	Plumbing Permits	18,500	14,431	12,861	43,686	31,625	4,749		
322-40	Mechanical Permits	29,500	22,539	23,054	25,243	18,750	4,110		
	Total Licenses & Permits	675,250	625,295	688,092	1,099,313	974,415	301,223		
	Fines & Forfeitures:								
351-10	Court Fines	119,850	61,303	66,172	59,132	38,670	15,737		
351-30	False Alarm Fees	6,250	4,300	1,850	4,225	2,016	1,250		
351-50	Violation of Local Ordin.	1,200	6,174	12,901	7,810	7,000	13,001		
	Total Fines & Forfeitures	127,300	71,777	80,923	71,167	47,686	29,988		
	Intergovernmental:								
312-41	Local Option Gas Tax	207,753	216,519	204,746	224,965	244,939	64,968		
334-00	Grants	13,449	5,142	18,575	3,241	-	-		
335-12	State Rev. Share/Gas Tax	247,957	257,351	268,887	275,591	282,494	88,776		
335-14	Mobile Home License	50	59	35	108	50	-		
335-15	Alcoholic Beverage Lic.	7,500	11,101	20,566	9,829	9,500	1,115		
335-18	1/2 Cent Sales Tax	801,368	801,704	795,364	800,438	824,124	196,944		
	Firefighter Supplement	-	11,730	10,580	11,200	10,320	-		
	Total Intergovernmental	1,278,077	1,303,606	1,318,753	1,325,372	1,371,427	351,803		

City of Lake Mary, Florida
General Fund Revenues
As of January 31, 2013

Account Code	Description	2010		2011		2012		2013		Y-T-D
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	
Charges for Services:										
341-80	County Business License	12,500	12,368	12,665	10,715	11,000	7,891			
341-21	Zoning Fees	10,000	13,507	25,615	21,798	15,000	10,758			
341-22	Site Plan Fees	5,000	1,600	6,400	3,200	3,200	2,200			
341-22	Developer Bonus	-	17,000	-	-	-	-			
342-10	Police Services	20,000	96,202	71,190	63,085	45,000	14,192			
342-60	Rescue Transport Fees	335,000	459,725	657,144	609,044	465,000	169,291			
347-10	Community/Events Center Rent	350,000	465,931	499,973	513,448	495,000	160,115			
347-30	Farmers Market	28,000	27,879	36,838	31,379	35,000	8,009			
347-40	Skate Park Fees	12,500	14,794	16,296	8,819	13,500	1,366			
347-45	Splash Park Fees	25,000	25,157	23,504	24,274	25,000	-			
347-50	Park Rentals	700	990	675	630	800	325			
347-60	Sports Complex Rentals	24,000	22,620	24,658	27,330	25,000	12,717			
347-70	Softball Leagues	16,000	17,250	16,875	13,930	17,000	5,525			
347-80	Concession Revenues	9,500	11,619	5,444	679	1,750	232			
347-90	Tennis Center Revenues	55,000	56,801	52,204	50,231	54,000	16,599			
	Total Charges for Services	903,200	1,243,443	1,449,481	1,378,562	1,206,250	409,220			
Other:										
361-10	Interest	289,000	325,340	229,730	192,570	132,000	41,041			
363-10	Streetlighting	-	46,643	32,802	32,780	32,000	10,069			
364-00	Sale of Capital Assets	-	408	15,815	51,917	-	234			
369-00	Other Miscellaneous Rev.	100,329	158,056	113,923	160,062	100,000	63,721			
	Total Other Revenue	389,329	530,447	392,270	437,329	264,000	115,065			
Transfers In:										
381-00	Transfers from W&S	850,000	850,000	850,000	850,000	900,000	300,000			
381-00	Transfers from Cemetery FD	-	-	-	125,000	-	-			
	Total Transfers In	850,000	850,000	850,000	975,000	900,000	300,000			
	Total General Fund Revenue	17,612,193	18,685,758	17,556,995	17,469,388	16,788,504	8,471,661			
	Carry-forward Fund Balance	13,375,292	13,375,292	15,145,583	15,066,183	14,418,585	14,418,585			
	Total Available	\$ 30,987,485	\$ 32,061,050	\$ 32,702,578	\$ 32,535,571	\$ 31,207,089	\$ 22,890,246			

FINANCE DEPARTMENT
MONTHLY REPORT
January 2013

Purchasing/AP Activity	Jan-13	FYTD	Jan-12	FYTD
Purchase Orders Encumbered	32	220	19	180
Bids/RFPs Processed	1	2	1	1
Express Purchase Orders Processed	7	37	9	41
Express P.O. - Average \$ Value	\$171		\$162	
Checks Issued to Vendors	204	858	195	710
P-Card Transactions	267	989	204	814
P-Card Average \$ Value	\$130		\$92	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	34	136	42	148
Items Deposited	3,044	12,281	3,237	12,819
Deposited Items Returned	4	15	3	22
Credit/Debit Card transactions	331	1,316	302	1,375
Credit/Debit Card Sales	\$57,214	\$169,076	\$44,339	\$187,385
Employees Paid	375	1,874	376	1,895

Utilities Activity				
Utility Refund Checks	21	71	18	75
Utility Turn-offs for Non-payment	25	94	11	68
Door Hangers for Non-pay prepared	122	498	131	505
Delinquent Letters Mailed Out	355	1,543	389	1,846
Utility Service Complaints Handled	28	99	30	114
Garbage Service Complaints Handled	22	54	2	21
Existing Utility Accounts Closed	62	255	43	231
New Utility Accounts Opened	62	255	43	240
Utility Bank Draft Customers	1,029		959	
Electronic Utility Payments	1,010		1,012	
Paperless Billing Customers	563		565	
Current Residential Water Customers	4,982		4,668	
Current Residential Sewer Customers	2,551		2,526	
Current Residential Garbage Customers	4,820		4,794	
Current Commercial Water Customers	447		436	
Current Commercial Sewer Customers	377		377	
Current Commercial Garbage Customers	242		239	

Items of Interest During Reporting Period

**CITY CLERK'S OFFICE MONTHLY REPORT
JANUARY 2013**

	FY 2013		FY 2012	
	JAN. 13	YTD	JAN. 12	YTD
MINUTES PREPARED (SETS)	1	6	2	8
ORDINANCES CREATED	0	0	0	1
ORDINANCES PREPARED	0	2	0	2
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	1	1	1	8
PROCLAMATIONS PREPARED	2	3	1	5
PUBLIC HEARING NOTICES PUBLISHED	0	2	2	10
OCCUPATIONAL LICENSES				
NEW	16	121	24	99
RENEWALS	12	347	29	285
TRANSFERS	5	125	5	9
REVENUE GENERATED	\$2,110.00	\$28,751.75	\$3,713.50	\$22,511.75
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)	0	17	0	0
REVENUE GENERATED	\$0.00	\$850.00	0	0
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	2	11	4	17
RECORDS SCANNED (pages)	1,790	6,833	1,706	5,822
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0



City of Lake Mary
Fire Department
911 Wallace Court-Lake Mary, Florida 32746



Monthly Report

January 2013

Administration and Emergency Operations

We responded to 359 emergency alarms, had 173 transports, and logged over 796 hours of training.

Year-to-date our emergency responses are up 14%, patient transports are up 15%.

Emergency Operations personnel had an additional 51 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

We have been working through the interview and background checks for new hires to replace two firefighters who retired.

Fire Prevention

Conducted 400 inspections and 53 plan reviews.

Investigated one fire – determined to be accidental. 7005-7015 CR 46A.

Fire Marshal Niles served as opening speaker at a fire alarm conference at Events Center.

Public Education Events –

911 Wallace Court – Fire Extinguisher Training for Public Works – 15 employees

29 commercial building 911 checks

911 Wallace Court – Station Tour – Mom's Group – 15 people

Human Resources

January 2013 Report

Employment	01/13	YTD	01/12	YTD
Applications received/acknowledged	175	401	87	367
New Hire Orientations	1	11	3	11
Resignations/Terminations	4	13	3	9
Current Vacancies (FT/PT Employment Opportunities)	7	14	2	16
Positions filled in house	1	3	1	8
Positions filled outside	1	11	3	11
Surveys Conducted/Completed	2	7	12	32
Employee Evaluations	16	57	15	51
Employee Verifications	3	13	5	20
Personnel Actions Initiated	23	120	26	280
Grievances Filed	0	0	0	0
Employee Insurance Assistance	3	18	12	54
Time sheets scanned	1071	2,580	451	2,440
Current Full Time Employees	172		172	
Current Part Time Employees	19		19	
Special Projects				
Pay Plan - completed and effective 01/05/13				
Insurance				
	01/12	YTD	01/11	YTD
On the Job Injuries - Medical Attention Required	0	0	0	6
On the Job Injuries - No Medical Attention Required	0	1	4	5
City Vehicle Accidents Reported - Under \$500	0	3	0	2
City Vehicle Accidents Reported - Over \$500	0	1	0	3
Loss/Damage Reports - Under \$500	2	5	1	4
Loss/Damage Reports - Over \$500	1	2	0	0
Lost Wireless microphone for video car system	1	2		1
Damage to Fire Hose	1	2	1	2
Damage to Dove Tail Trailer ramp	1	1		0
Police/Support Services				
Fire/Fire Prevention				
Public Works/Fleet				
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	0	1	1	1
Liability/Claimant Incident Reports - Under \$500	0	0	1	3
Liability/Claimant Incident Reports - Over \$500	1	1	0	0
Special Hearings/Mediations	1	1	0	0

PUBLIC WORKS UPDATE

February 2013

Streets/Sidewalks – 432

1. 4th Street and Seminole Ave. Improvements – construction complete, working on final pay application.
2. Will be working in Country Downs repairing/replacing sidewalks this month.

Water Treatment – 434

1. Well #2 rehabilitation complete, new well pump's capacity is 1,600 gallons per minute vs. 1,300 gpm of old pump.
2. 12-month average daily water demand 3.13 million gallons (5% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.25, plant capacity 9.99 MGD.
3. Preparing bid package to repaint elevated storage tank, obtaining quotes for ground storage tank and air stripping towers.

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. 569 meters were changed out through 2012.
2. Continuing decommission of galvanized water mains downtown.
3. Lift station pump maintenance program proceeding, all stations have been evaluated, 12 pumps replaced/repared in FY 2012.

MONTHLY REPORT

JANUARY 2013

	Jan-13	FYTD	Jan-12	FYTD
Work Orders Completed	21	99	30	121
Sidewalks Repaired (Feet)	0	515	68	395
Street Signs Installed	16	57	12	47
Streets Paved (Miles)	8.5	9	0	0
Millions Gallons Treated	86	363	94	383
New Water Meters Installed	9	13	5	7
Waterlines Installed (Feet)	0	0	0	0
Meters Exchanged	57	193	44	115
Turn-On/Turn-Off (Customer Request)	124	510	86	472
Turn-Offs/Non-Payment	25	94	11	68
Water System Dist. Valves Exercised	10	20	35	135
Vehicle Preventative Maint. Inspections	49	188	46	177
Vehicles/Equipment Serviced	87	365	79	311

Building Division Monthly Report January 2013

Community Development Department

TO: City Commission

FROM: Joe Lancaster, Building Official
Bobbie Jo Keel, Permit/Zoning Coordinator

VIA: Jackie Sova, City Manager

DATE: February 5, 2013



FY2012-2013 WORKLOAD DATA

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Jan-13	YTD	Jan-12	YTD	Jan-13	YTD	Jan-12	YTD
COMMERCIAL - NEW	0	0	0	0	\$ -	\$ -	\$ -	\$ -
COMMERCIAL - ALTERATION	10	28	4	32	\$ 440,132	\$ 1,503,078	\$ 143,495	\$ 1,561,430
RESIDENTIAL - NEW	2	21	0	9	\$ 488,731	\$ 4,259,313	\$ -	\$ 1,866,200
RESIDENTIAL - ALTERATION	10	31	15	41	\$ 56,781	\$ 169,229	\$ 207,390	\$ 418,639
ELECTRICAL - NEW/ALTERATION	20	58	25	70	\$ 96,655	\$ 3,938,084	\$ 1,154,822	\$ 1,353,234
ELECTRICAL - TEMP/PREPOWER	5	10	0	5	\$ 500	\$ 1,000	\$ -	\$ 370
MECHANICAL - NEW/ALTERATION	15	48	7	46	\$ 98,519	\$ 398,178	\$ 304,415	\$ 670,001
PLUMBING - NEW/ALTERATION	15	39	16	45	\$ 56,309	\$ 119,627	\$ 781,932	\$ 878,495
ROOFING - TILE, METAL & FLAT	9	16	3	4	\$ 236,958	\$ 278,048	\$ 19,545	\$ 37,145
RE-ROOFING	11	29	15	33	\$ 141,482	\$ 589,814	\$ 533,174	\$ 704,563
SWIMMING POOL	0	2	0	4	\$ -	\$ 33,500	\$ -	\$ 92,078
SCREEN ENCLOSURE	2	2	2	4	\$ 20,550	\$ 20,550	\$ 6,563	\$ 19,563
FENCE	2	14	2	8	\$ 8,500	\$ 31,810	\$ 4,488	\$ 32,852
SIGN	4	16	5	19	\$ 22,500	\$ 62,593	\$ 13,510	\$ 49,687
FOUNDATION ONLY	0	1	0	0	\$ -	\$ 186,180	\$ -	\$ -
DEMOLITION	0	3	0	0	\$ -	\$ 75,000	\$ -	\$ -
TOTALS	105	318	94	320	\$ 1,667,617	\$ 11,666,004	\$ 3,169,334	\$ 7,684,257

BUILDING INSPECTIONS PERFORMED				
TYPE	Jan-13	YTD	Jan-12	YTD
BUILDING	227	622	162	537
ELECTRICAL	101	268	58	241
MECHANICAL	31	108	20	122
PLUMBING	66	152	28	142
TOTALS	425	1150	268	1042

FIRST STEP MEETINGS

1. Manderley H.O.A. Beautification Project
2. New Office Building Heathrow Park Lane

MAJOR PROJECTS

1. Colonial Grand Phase 2
2. Fountain Parke
3. Enclave @ Tuscany

DOCUMENTS SCANNED				
TYPE	Jan-13	YTD	Jan-12	YTD
PERMIT PACKAGE	17,215	18,407	9,977	30,244
BLUEPRINTS	0	0	421	6,790
TOTALS	17,215	18,407	421	37,034

Monthly Report – JANUARY 2013

Community Development Department

TO: City Commission

FROM: Gary Schindler, City Planner *GS*

VIA: Jackie Sova, City Manager *JS*

DATE: February 21, 2012

RE: Planning and Development Activity



FY2012-2013 WORKLOAD DATA

	2012		2013	
	JAN	Total YTD	JAN	Total YTD
Land Use Amendments	2	2	0	1
Rezoning	0	2	0	0
Conditional Use	2	3	0	1
Subdivisions/Plat	0	0	0	3
Site Plans	0	1	2	5
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	1	0	1
Development Agreements, New	0	0	0	1
DRC Reviews	0	1	1	4
Home Occupation Review	5	11	7	16
Business License Review	26	95	19	99
Arbor Permits (non-development related)	9	42	18	50
Zoning Verification Letters	1	5	0	6
Site Permits Issued	0	3	0	1
Building Permits Review	29	139	31	143
Number of Pages Scanned	0	0	0	0

Significant Meetings and Issues

- January 2 – Minter Proposed Office Bldg DRC Meeting
- January 3 – Manderley Neighborhood Beautification Grant Meeting
- January 7 – Mahnken Downtown Development Meeting to discuss his proposed building at Palmetto and Crystal Lake Avenue
- January 8 – Staff meeting to discuss agenda item for the Strategic Planning Meeting
- January 8 – Staff meeting to discuss the potential of Seminole County developing a sports complex at New Century Park

- January 10 – Meeting with Terry Shaw to discuss his proposed Fountain View Project
- January 10 – Staff meeting to discuss the potential of an ALF in Colonial Center Heathrow
- January 11 – SEED Meeting
- January 15 – First Step Meeting for the 200,000 square foot building in Colonial Center Heathrow (Ameba Bldg.)
- January 17 – Public Schools Facilities Planning Committee Meeting
- January 18 – Staff meeting to discuss transportation related issues for the City Commission Strategic Planning Meeting
- January 24 – SunRail Working Group Meeting
- January 25 – Staff meeting to discuss strategies related to parking within the Downtown



Lake Mary Police Department

MONTHLY REPORT - JANUARY 2013

	FY 2013 JAN	FY 2013 YTD	FY 2012 JAN	FY 2012 YTD
Monthly Call Volume	4,417	17,479	4,318	17,672
Response Times (in minutes)				
Priority 1	n/a		3.68	
Priority 2	4.00		6.34	
Priority 3	7.20		9.95	

UCR Crimes				
Murders	0	0	0	0
Sex Offenses, Forcible	0	2	1	3
Robbery	0	0	0	1
Assault/Battery	8	34	2	21
Burglary	4	20	7	19
Theft, all other	16	73	16	83
Motor Vehicle Theft	3	5	1	2
Theft of Motor Vehicle Parts	1	5	1	5
Arson	0	0	0	0
D.U.I.	4	13	2	8

Total Arrests				
Adults	31	134	38	118
Juveniles	4	22	0	13

Traffic Calls				
Crashes	59	216	49	253
Criminal Citations	19	64	17	54
Citations- non criminal	339	1,309	217	1,284
Parking citations	18	43	20	71
K9 Deployments	7	22	7	19
Agency Assist; outside Jurisdiction	37	151	55	274

Alarms				
Total	68	354	54	227
Business	45	235		
Residential	23	119		

Total Responses to City Ordinance Violations				
	54	236	22	103



Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

Officers responded to a "felony lane" fraud in progress and were able to make an arrest. The suspect was part of a crime group operating out of Georgia.

Special Operations Division

Officer McDaniel participated in the Matt Miller Memorial event receiving a 3rd place trophy in the team relay!

Pfc. Snider & Ofc. McDaniel attended the Cops for Kids car show in Oviedo where they proudly displayed the K9 Tahoe and Ford Interceptor patrol car.

LMPD received its T3 electric stand-up vehicle.

Pfc. DelGenio and new K9 Neso joined the Special Ops K9 Team! They are currently in the Orange County's K9 Training Program and doing quite well.

Criminal Investigations Division

Six vehicles were burglarized at Gander Mountain and the parking lots of various hotels on Greenwood Blvd. Two handguns were removed from those vehicles. CID is actively working one suspect in this case. Officer Hudson did an on-camera interview with the media providing information on how to properly secure a vehicle and handguns when left unattended.

Chief Bracknell, Officer Hudson and Suzanne Garfinkel attended a conference in Altamonte Springs on combating stalking.

Reserve Officer Matviak was employed in a part-time role to provide security at Crystal Lake Elementary.

Community Relations Division

Officer Hudson received the "Hero's award" from the United Safety Council for his work with the elderly.

Attended a workshop on Active Shooters in schools and school violence.

Officer Hudson presented a Safety Class to fifty of our seniors.

30 high school students attended a class on "Community Policing" given by Ofc. Hudson.

Ofc. Hudson participated in Lake Mary's "Shred A Thon" and provided traffic control for a record number of attendees.

Support Services Division

New Emergency Communications Operator I, Erin Ward, started January 7th.

Support Services hosted a Florida Police Records Management Training class, which allowed two records personnel to attend at no cost.