



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA  
THURSDAY, MARCH 07, 2013 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: February 21, 2013**
- 6. Special Presentations**
  - A. Proclamation - Fire Department Appreciation Month**
- 7. Unfinished Business**
  - A. Ordinance No. 1481 - 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)**

- B. Resolution No. 915 - Partial vacation of North First Street, a 54' wide Right-of-Way (Public Hearing) (Steve Noto, Planner)**
- C. Resolution No. 917 - ROW Use Agreement for The Station House**
- D. Resolution No. 918 - Parking Garage Agreement for The Station House**
- E. Ordinance No. 1480 - Amending Waterside PUD, 1255 and 1275 W. Lake Mary Boulevard; LLC/Allan Goldberg, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner) (remanded to P & Z at 1/17/13 meeting)**
  - a. Preliminary Subdivision Plan will be presented for discussion purposes only**

**8. New Business**

- A. Request for Minor Site Plan approval with Developer's Agreement for a conversion of a single family residence to a professional office, 165 N. 4th Street (formerly 144 W. Crystal Lake Avenue); Lisa Minter, applicant (Public Hearing) (Steve Noto, Planner)**
- B. Ordinance No. 1482 - Revision to the Final Planned Unit Development (PUD) and Developer's Agreement for the Lake Mary Preparatory School, 650 Rantoul Lane, and the Junior Academy, 140 E. Wilbur & 143 E. Lake Mary Avenue; Stuart Buchanan for Lake Mary Real Estate, LLC, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- C. Ordinance No. 1483 - Rezoning from Planned Unit Development (PUD) to Government Use (GU), for properties located at 140 E. Wilbur & 143 E. Lake Mary Avenue - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- D. Request to appeal Code Enforcement Case No. 09-072 Lien in the amount of \$20,195.83 for Rinehart Place; Branch Banking & Trust Company (BB&T), Applicant**
- E. Resolution No. 919 - Granting City Manager the authority to negotiate Code Enforcement Liens (Bruce Fleming, Sr. Code Enforcement Officer)**
- F. Approval of Local Option Gas Tax (LOGT) Interlocal Agreement (Jackie Sova, City Manager)**
- G. Approval of 1st Generation Sales Tax Interlocal Agreement**

**9. Other Items for Commission Action**

**10. Citizen Participation**

## **11. City Manager's Report**

### **A. Items for Approval**

- a. RFQ 13-03 - Agent of Record Services for Employee Benefit Programs**
- b. Direction on extension of Waste Management contract**
- c. Information Technology Infrastructure Strategies and Surplus Computers**

### **B. Items for Information**

- a. None.**

## **12. Mayor and Commissioners Report**

### **A. City Manager's Evaluation**

## **13. City Attorney's Report**

## **14. Adjournment**

**THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE**

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

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

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

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

**UPCOMING MEETINGS: March 21, 2013**



**From:** Alisha Feltman [mailto:[AFeltman@mdausa.org](mailto:AFeltman@mdausa.org)]

**Sent:** Monday, February 11, 2013 8:03 PM

**To:** Craig Haun

**Cc:** [rhowington@lakemaryfl.com](mailto:rhowington@lakemaryfl.com); Tara Sullivan

**Subject:** Lake Mary Proclamation

Dear Chief Haun,

Attached please find a proclamation naming March, "Lake Mary Fire Department Appreciation Month."

We are so grateful for the support of the Lake Mary Fire Department and appreciate their efforts to "Fill the Boot" for families impacted by neuromuscular disease. Our partnership with the Lake Mary Fire Department has allowed us to provide for our families in a variety of ways - one of the most impactful being the opening of a new MDA clinic at Nemours Children's Hospital last October. This is an incredible resource for the Central Florida community and has greatly improved the quality of care we can offer.

Please do not hesitate to contact me should you have any questions or require anything further.

Many thanks,

Alisha Feltman

Fundraising Coordinator | Muscular Dystrophy Association

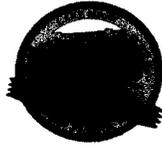
43 Skyline Dr. Ste. 2051 | Lake Mary, FL 32746 | P: (407)562-2035 | F: (407)562-2044

[afeltman@mdausa.org](mailto:afeltman@mdausa.org)



**TEAMWORK MAKES THE DREAM WORK – ONE TEAM ONE DREAM!**

MDA is the nation's leading voluntary health agency sponsoring ALS research and life-enhancing services for those affected by this disorder. Amyotrophic lateral sclerosis (Lou Gehrig's disease) has been included among the diseases in MDA's program since the 1950's.



Lake Mary, Florida  
**OFFICE OF THE MAYOR**  
Proclamation

*Whereas,* fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens, and

*Whereas,* in addition to their daily service to communities, firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association (MDA) for the past fifty years in the fight against neuromuscular diseases, and

*Whereas,* Florida firefighters collected 1 million dollars in hundreds of communities with their 2012 'Fill The Boot' campaign for MDA, again making firefighters MDA's largest source of funding, and

*Whereas,* the Muscular Dystrophy Association is extremely grateful to the Lake Mary Fire Department for their support and dedication, and

*Whereas,* the funds collected by the Lake Mary Fire Department assist MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families.

***NOW, THEREFORE,*** through the authority vested in me as Mayor of the City of Lake Mary, Florida, I, David J. Mealor, do hereby proclaim March 2013, as:

**"FIRE DEPARTMENT APPRECIATION MONTH"**

in Lake Mary, Florida, and call upon the citizens of Lake Mary to join the Muscular Dystrophy Association in this tribute to the City's firefighters and highly commend them for their efforts on behalf of MDA.

*Duly proclaimed this 7th day of March, A.D., 2013.*

CITY OF LAKE MARY, FLORIDA

By: \_\_\_\_\_  
DAVID J. MEALOR, MAYOR



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Ordinance No. 1481 - 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 1<sup>st</sup> Street right-of-way (ROW) and an alleyway west of said North 1<sup>st</sup> 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 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 7<sup>th</sup> day of March, 2013.**

ATTEST:

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Carol A. Foster, City Clerk

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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:

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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:

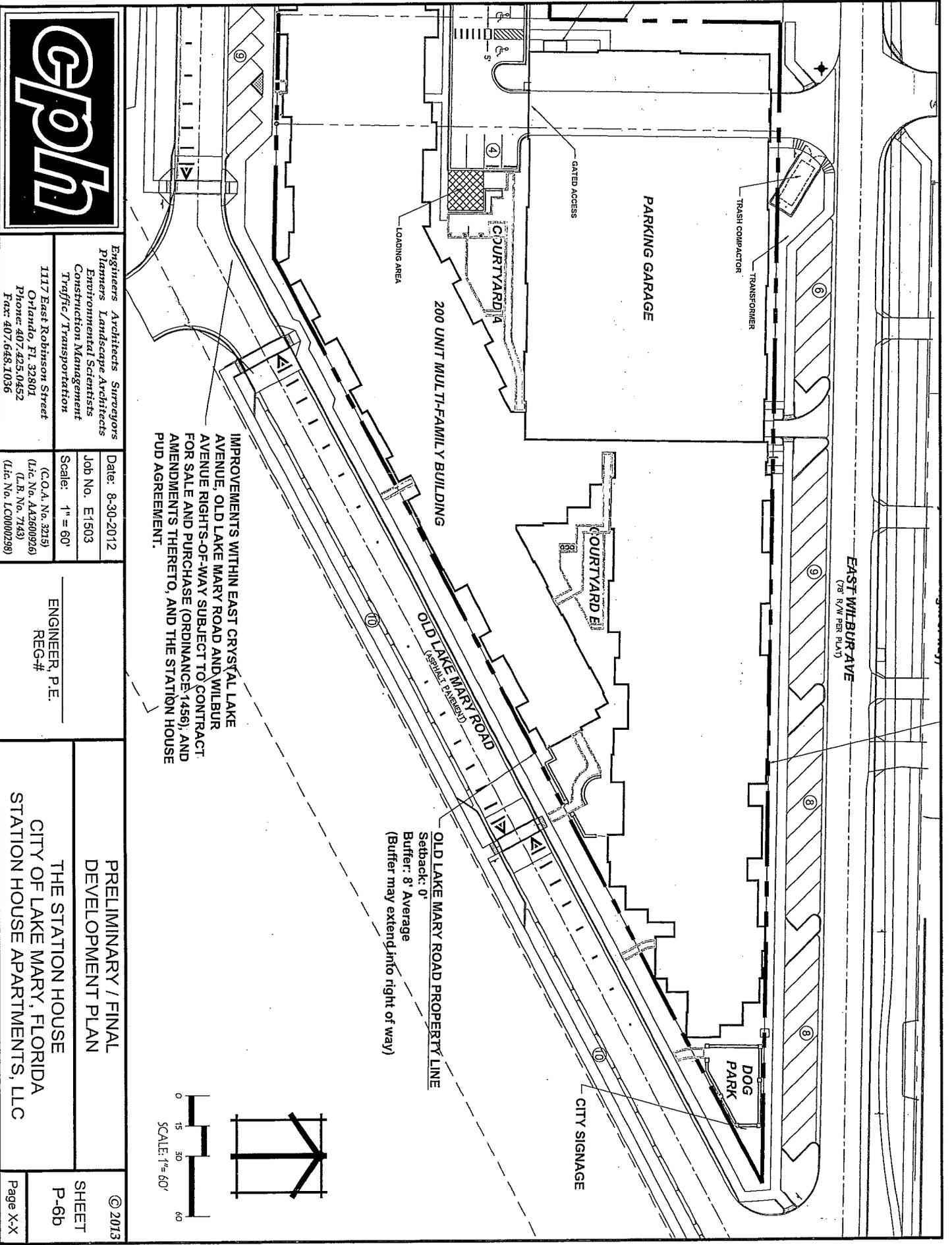
1. All that part of First Street as shown on the plat of CRYSTAL LAKE WINTER HOMES, according to the plat thereof as recorded in Plat Book 2, pages 114, 115, and 116, of the Public Records of Seminole County, Florida, lying South of the South right-of-way line of Wilbur Avenue and North of the Easterly 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"

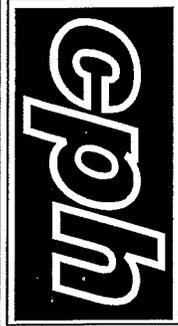
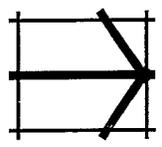
PRELIMINARY/FINAL DEVELOPMENT PLAN





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; 08-20-30-5A1-2800-0220-0000;  
 08-20-30-5A1-2800-0000; and 08-20-30-5A1-023A-0000

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 Wilbur Avenue)  
 and the easement (20')  
 08-20-30-5A1-2800-0230; 08-20-30-5A1-2800-0270; 08-20-30-5A1-2800-0290;  
 08-20-30-5A1-2800-0310; and 08-20-30-5A1-2800-0340. These additional properties  
 are included in the project legal description.

Future Land Use  
 Designation - 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 (with outside fireplaces, grilling area and other such amenities)  
 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

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

Gross Density - 82.5 Units/Acre

Building 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 lion 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 -

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 Wilbur 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 Wilbur 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); unblock areas; hardscape 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 200 spaces to be located on-site, 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 Compressor - A trash compressor 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 Landscape/Signage Plans and PUD Agreement for specific signage specifications.

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

Existing - Existing site vegetation to be removed.

Vegetation Sequencing - I - 88 units  
 II - 58 units  
 III - 70 units

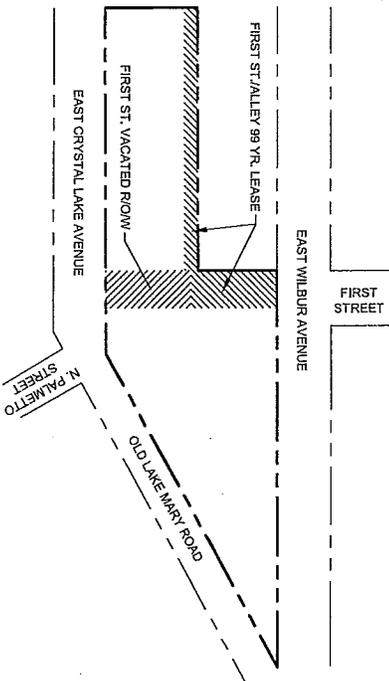
Color Palette To be determined. Color palette will be submitted as part of the Architectural permitting package.

**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 22 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

© 2013

SHEET  
 P-6c

Page X-X



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

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

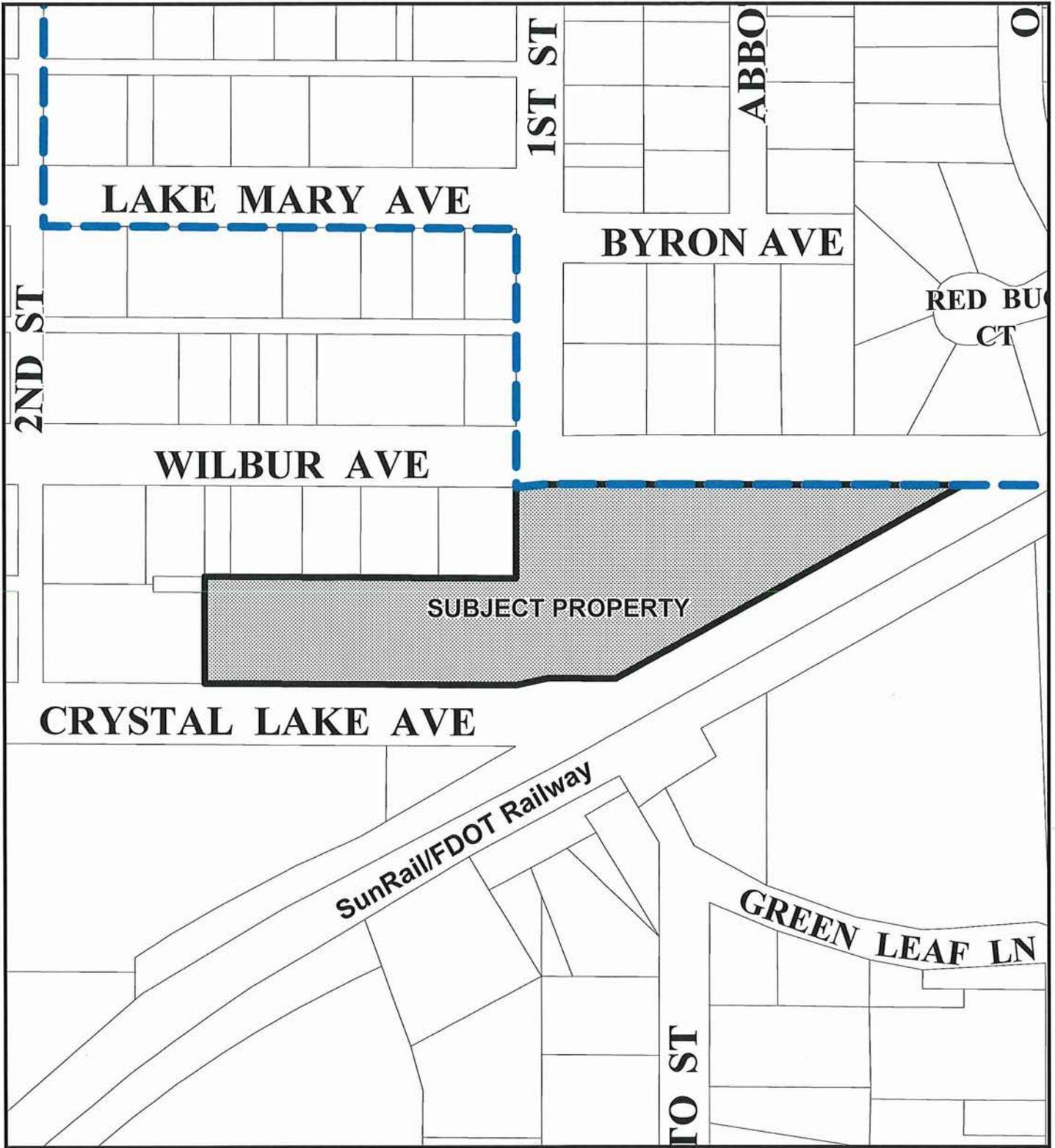
1117 East Robinson Street  
 Orlando, FL 32801  
 Phone: 407.423.0432  
 Fax: 407.648.1036

(C.O.A. No. 3215)  
 (Lic. No. AA2609926)  
 (L.B. No. 7143)  
 (Lic. No. LC0000298)

ENGINEER, P.E.  
 REG.#

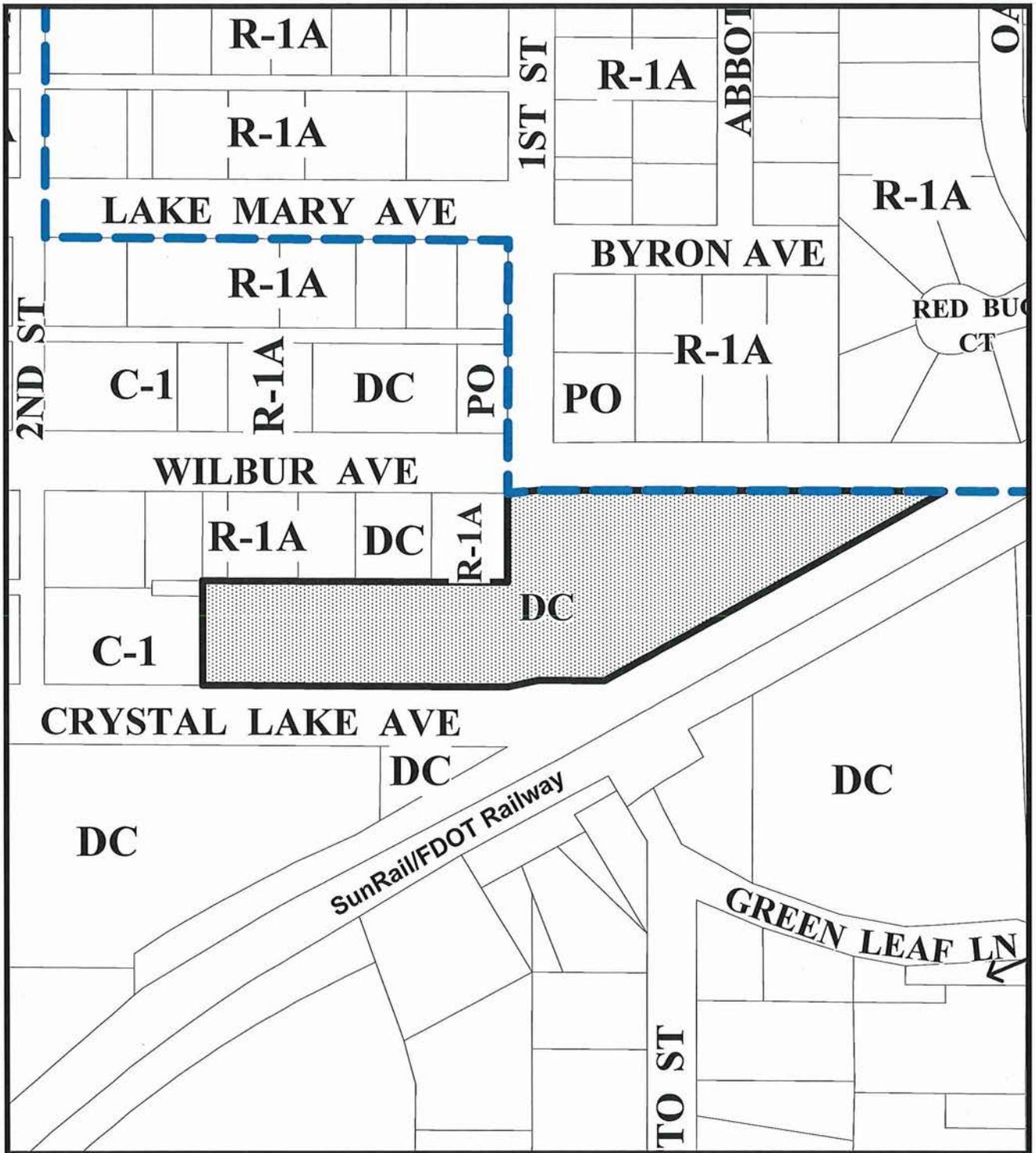
EXHIBIT B





## Location Map The Station House



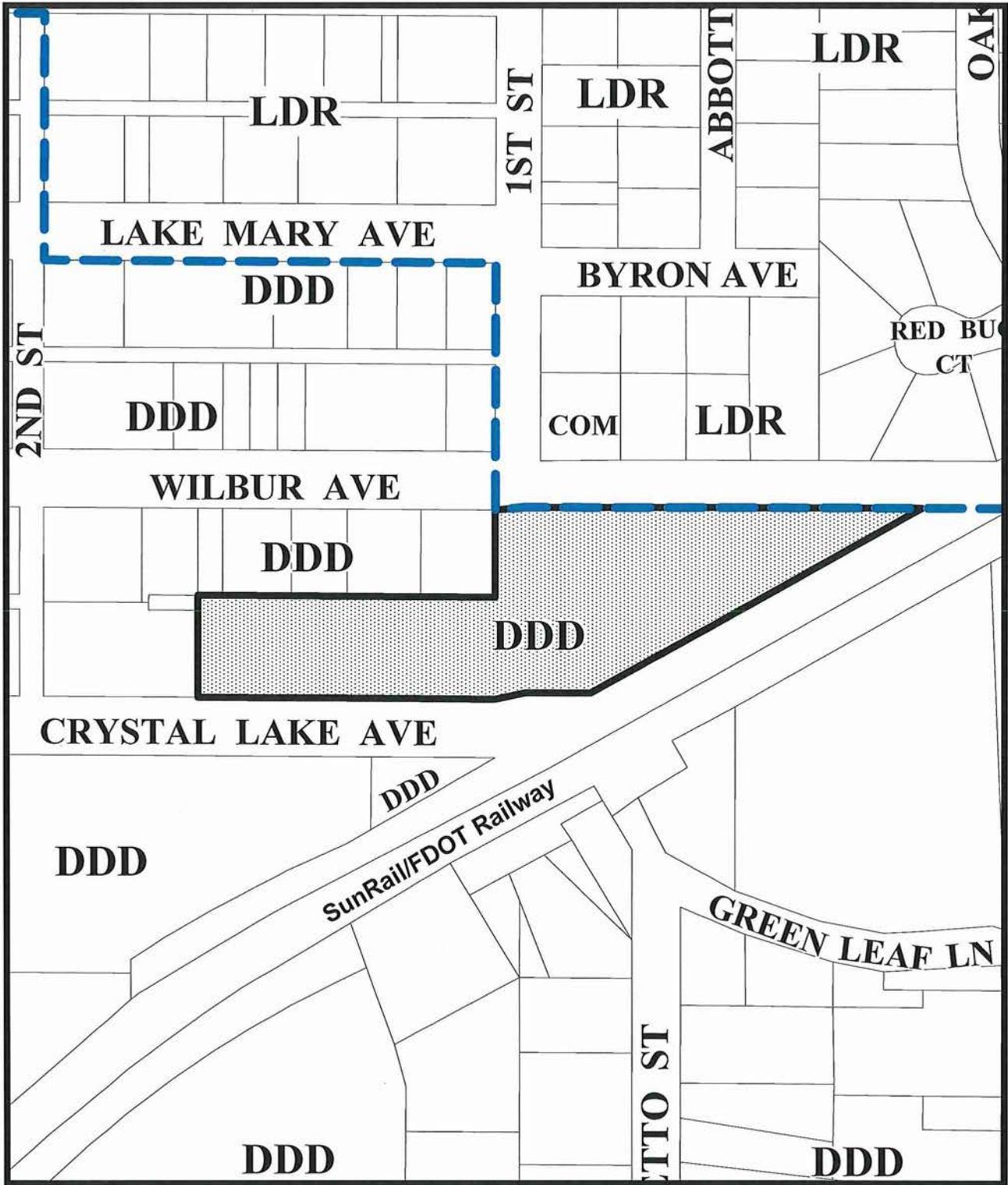


## Zoning Map



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





### Future Land Use Map



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

NAILED DATE
AUGUST 30, 2012
DECEMBER 17, 2012

FL REG: AA0002940

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

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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](http://acstudios.com)

PRINT DATE	
AUGUST 16, 2012	
DECEMBER 17, 2012	

 EPOCH Properties



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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.

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.  
42

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.

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

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

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.  
43

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

3  
4 Mr. Noto answered, to the best of my knowledge, almost all of them are in the  
5 garage.

6  
7 Member Miller asked, some of them are in the 67 spaces? A percentage of them  
8 are in the 67 spaces that are available to the public and then the balance?

9  
10 Mr. Noto responded, right.

11  
12 Member Miller questioned, so it's evenly distributed? Compact spaces throughout  
13 the floors of the parking garage?

14  
15 Mr. Noto replied, correct.

16  
17 Chairman Hawkins said, the drawing didn't really show it that way because it looks  
18 like all of these are regular parking spaces to me.

19  
20 Mr. Noto stated, you are correct. The way it is drawn isn't necessarily to scale.  
21 There are call-outs to show how many are compact.

22  
23 Member Cartmill said that he has had some meetings at the police station, and  
24 when a train goes by, it's pretty shaky in there. He asked, being so close to the  
25 railroad – I know it's probably designed to withstand that -- is there any building  
26 fatigue that has been addressed based on.....

27  
28 Mr. Noto answered, I will ask one of the Applicants and the engineers to address  
29 that. At this point, it will be addressed in one way, shape, or form. At this point,  
30 being that it's the rezoning hearing, this is only a 30-percent engineered site plan as  
31 it is, but, again, I'll ask them to address that question.

32  
33 Member Miller questioned, given the proximity to the train station, will there be  
34 competition for these parking spaces for commuters going to the train station, in  
35 your estimation?

36  
37 Mr. Noto put a concept drawing that was done awhile back on the overhead  
38 projector. He responded, this is a concept drawing we did a little while back. In  
39 fact, it is such a concept that what is before you tonight doesn't even match the  
40 original design, and that's all right. Here is the location of the SunRail (indicating to  
41 overhead projector). This is a drawing that they gave us that we merged with a  
42 map from Google. There are going to be over 300 parking spaces in the FDOT  
43 parking lot for those to use SunRail.

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

DRAFT

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.

DRAFT

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  
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. \_\_\_\_\_

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Item of Interest \_\_\_\_\_

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Item of Interest \_\_\_\_\_

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Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

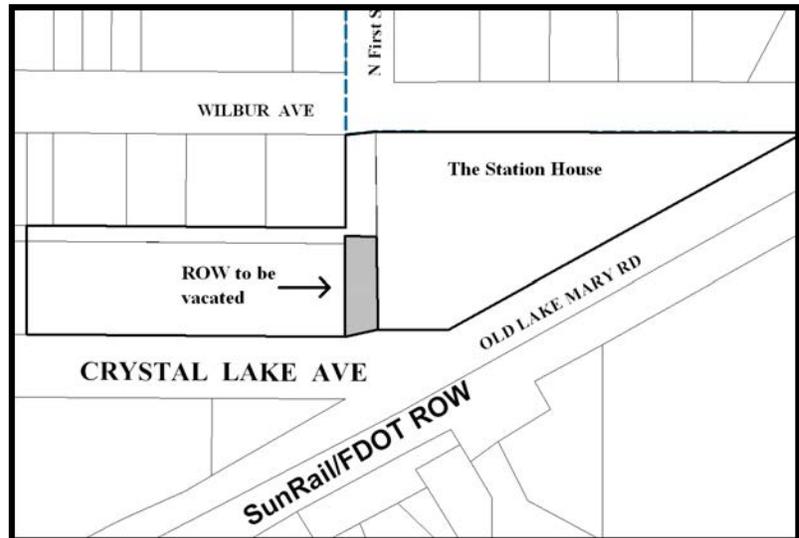
VIA: Jackie Sova, City Manager

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 7<sup>th</sup> day of March, 2013.

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
MAYOR, DAVID J. MEALOR

ATTEST:

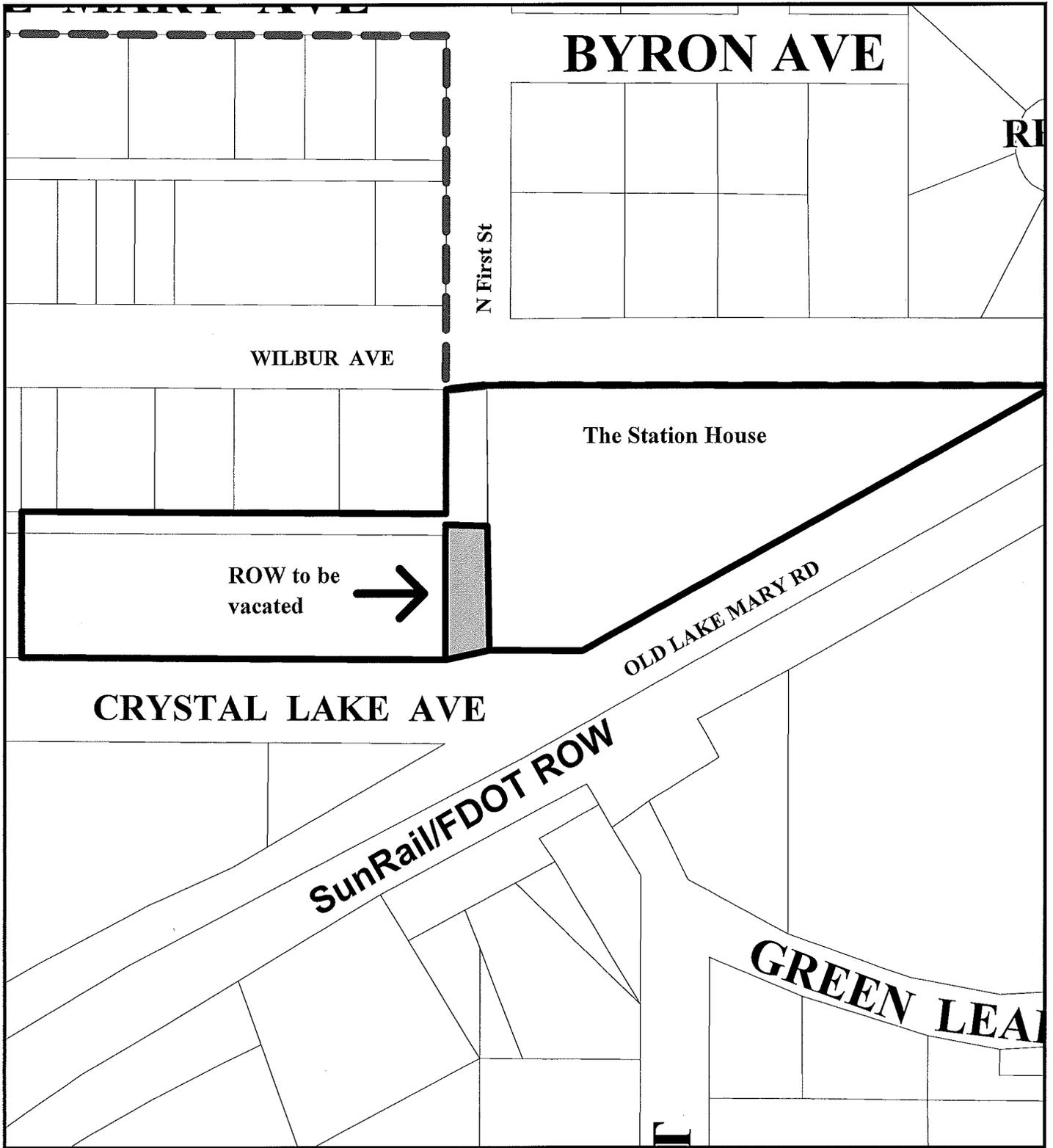
\_\_\_\_\_  
CITY CLERK, CAROL A. FOSTER

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

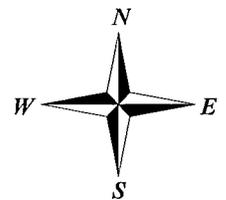
\_\_\_\_\_  
CATHERINE REISCHMANN, CITY ATTORNEY

**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.

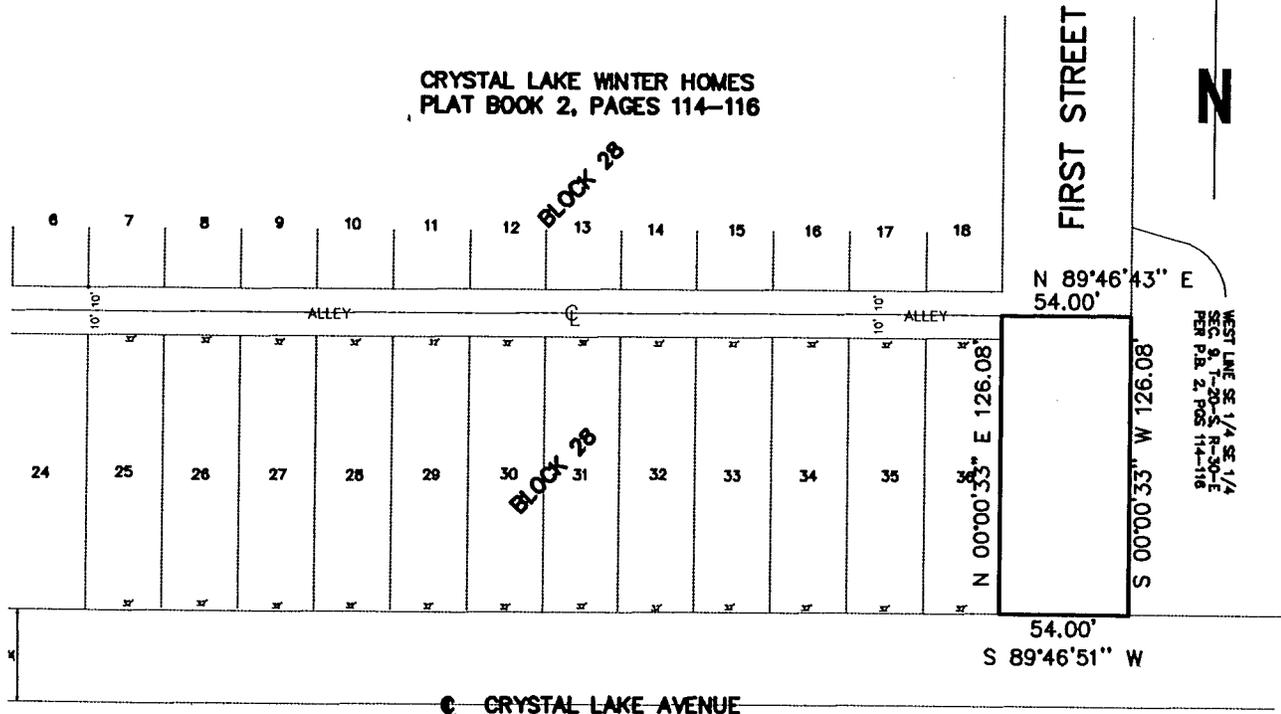
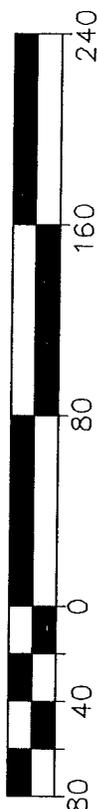
*R. Blair Kitner*

**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.

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

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

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.  
43

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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

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.

DRAFT

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**

DRAFT

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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 RIBA 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. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

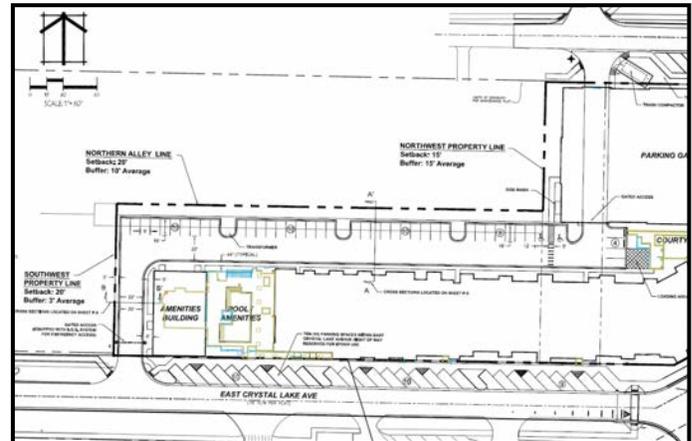
FROM: Steve Noto

SUBJECT: Resolution No. 917 - 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 adoption of Resolution No. 917.

**ATTACHMENTS:**

1. ROW Use Agreement

**RESOLUTION NO. 917**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,  
ADOPTING A RIGHT-OF-WAY USE AGREEMENT FOR THE  
STATION HOUSE APARTMENTS, LLC; PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS,** The City of Lake Mary, Florida, desires to promote downtown redevelopment; and

**WHEREAS,** The City of Lake Mary, Florida, has determined that in order to promote downtown redevelopment, unique policies and development tools are required; and

**WHEREAS,** The Station House Apartments require usage of City right-of-way for short and long term vitality of the project; and

**WHEREAS,** The “The City of Lake Mary, Florida, has determined that a right-of-way use agreement for The Station House Apartments is a unique project in order to promote downtown redevelopment; and

**WHEREAS,** The City Commission of the City of Lake Mary, Florida, has determined that the “Right-of-Way Utilization Agreement for Station House Apartments, LLC” is in the best interest of the City and the public.

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

1. Adopt the document entitled, “Right-of-Way Utilization Agreement for Station House Apartments, LLC”, included as Attachment “A”.
2. EFFECTIVE DATE: This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 7<sup>th</sup> 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

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

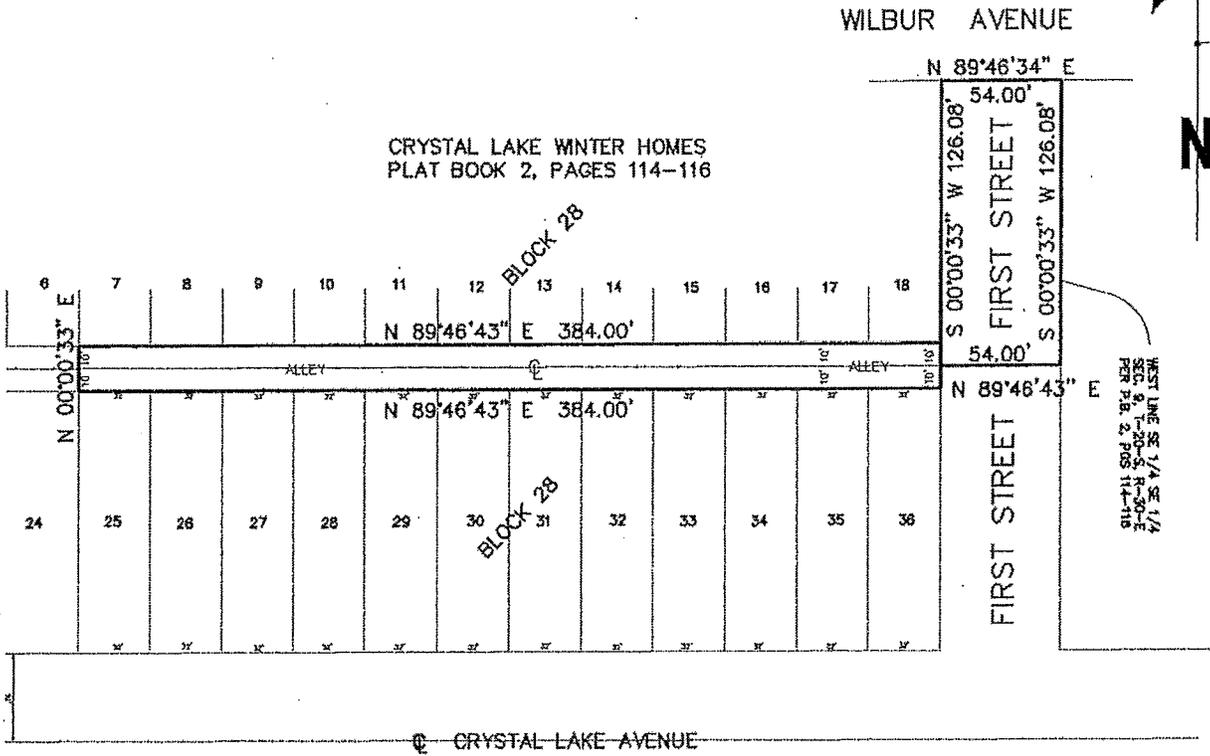
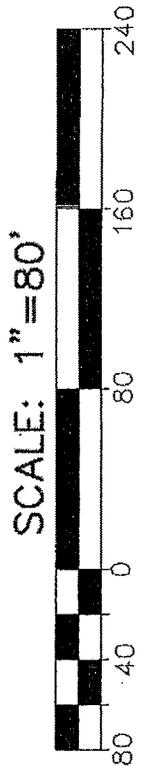
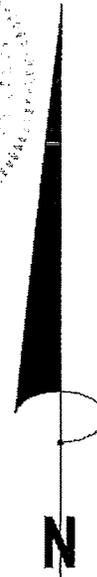


EXHIBIT B  
[SKETCH OF PARKING SPACES ON CRYSTAL LAKE AND  
WILBUR AVENUE GARBAGE DUMPSTER]





## MEMORANDUM

DATE: March 7, 2013

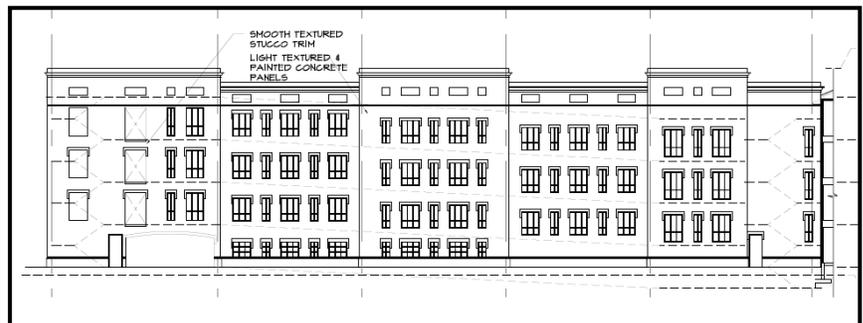
TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Resolution No. 918 - 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 adoption of Resolution No. 918.

**ATTACHMENTS:**

1. Parking Garage Agreement

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**RESOLUTION NO. 918**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,  
ADOPTING A PARKING GARAGE AGREEMENT FOR THE  
STATION HOUSE APARTMENTS, LLC; PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS,** The City of Lake Mary, Florida, desires to promote downtown redevelopment; and

**WHEREAS,** The City of Lake Mary, Florida, has determined that in order to promote downtown redevelopment, unique policies and development tools are required; and

**WHEREAS,** The Station House Apartments development requires a parking garage for the residents of the development as well as for the general public; and

**WHEREAS,** A Parking Garage Agreement has been created to memorialize City contribution to the construction of the structure, as well as other specific details related to the construction of the Parking Garage; and

**WHEREAS,** The City Commission of the City of Lake Mary, Florida, has determined that the "Parking Garage Agreement" is in the best interest of the City and the public.

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

1. Adopt the document entitled, "Parking Garage Agreement", included as Attachment "A".
2. EFFECTIVE DATE: This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 7<sup>th</sup> 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

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 subcontractors 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. Mealar, 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:

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-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

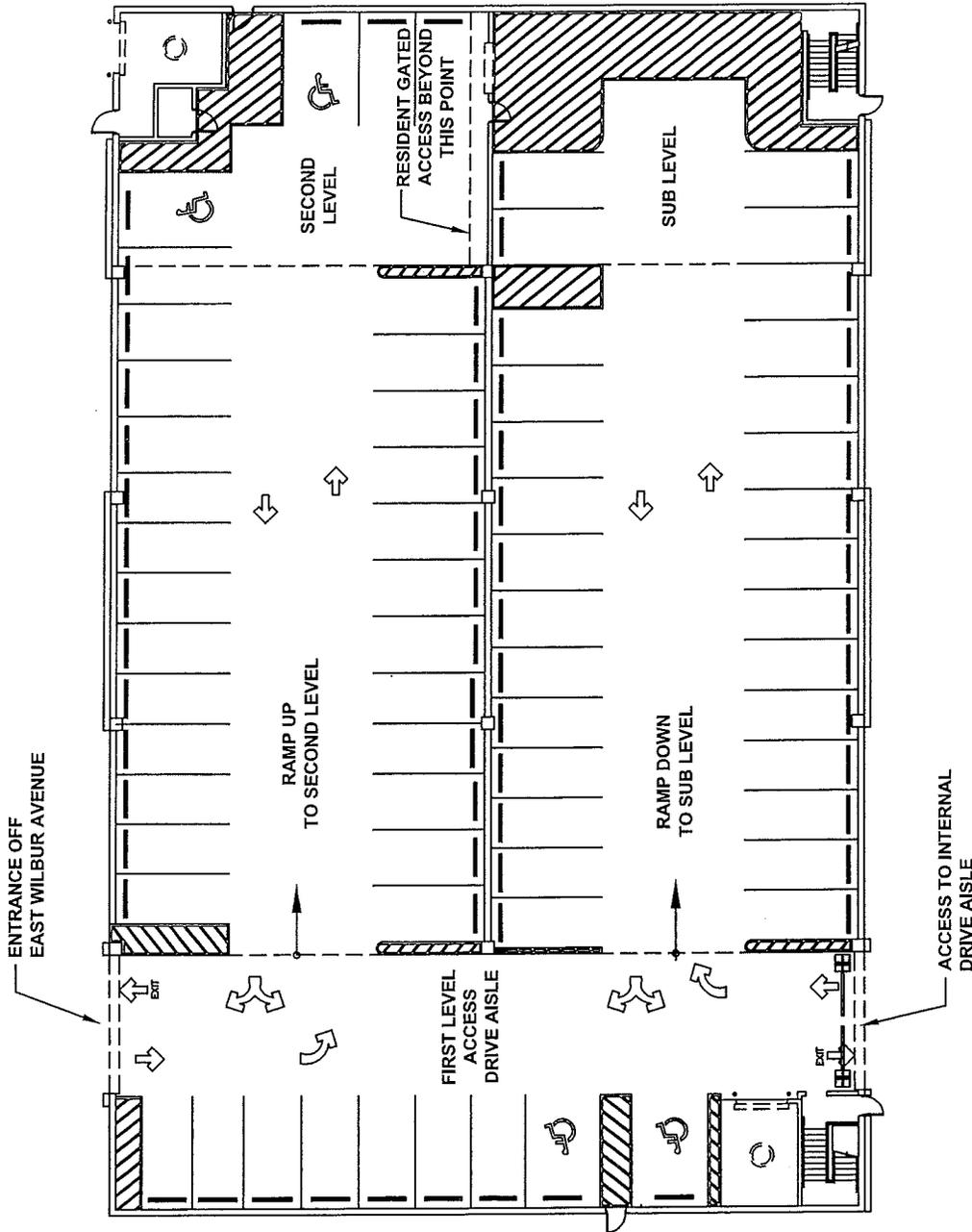
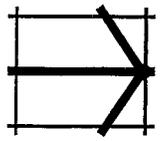


EXHIBIT C

# 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)

GATED ACCESS  
(EQUIPPED WITH S.O.S. SYSTEM  
FOR EMERGENCY ACCESS)

TRANSFORMER  
44" (TYPICAL)

TEN (10) PARKING SPACES WITHIN EAST  
CRYSTAL LAKE AVENUE  
RESERVED FOR EPOCH USE

CROSS SECTIONS LOCATED ON SHEET P-3

LIMITS OF BOUNDARY  
FOR MAINTENANCE PLAN

DOG WASH

GATED ACCESS

TRASH COMPACTOR

PARKING GA

COURTY

LOADING AREA

AMENITIES BUILDING

POOL  
AMENITIES



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)

(Lic. No. LC0000298)

ENGINEER, P.E.  
REG.#

PRELIMINARY / FINAL  
DEVELOPMENT PLAN

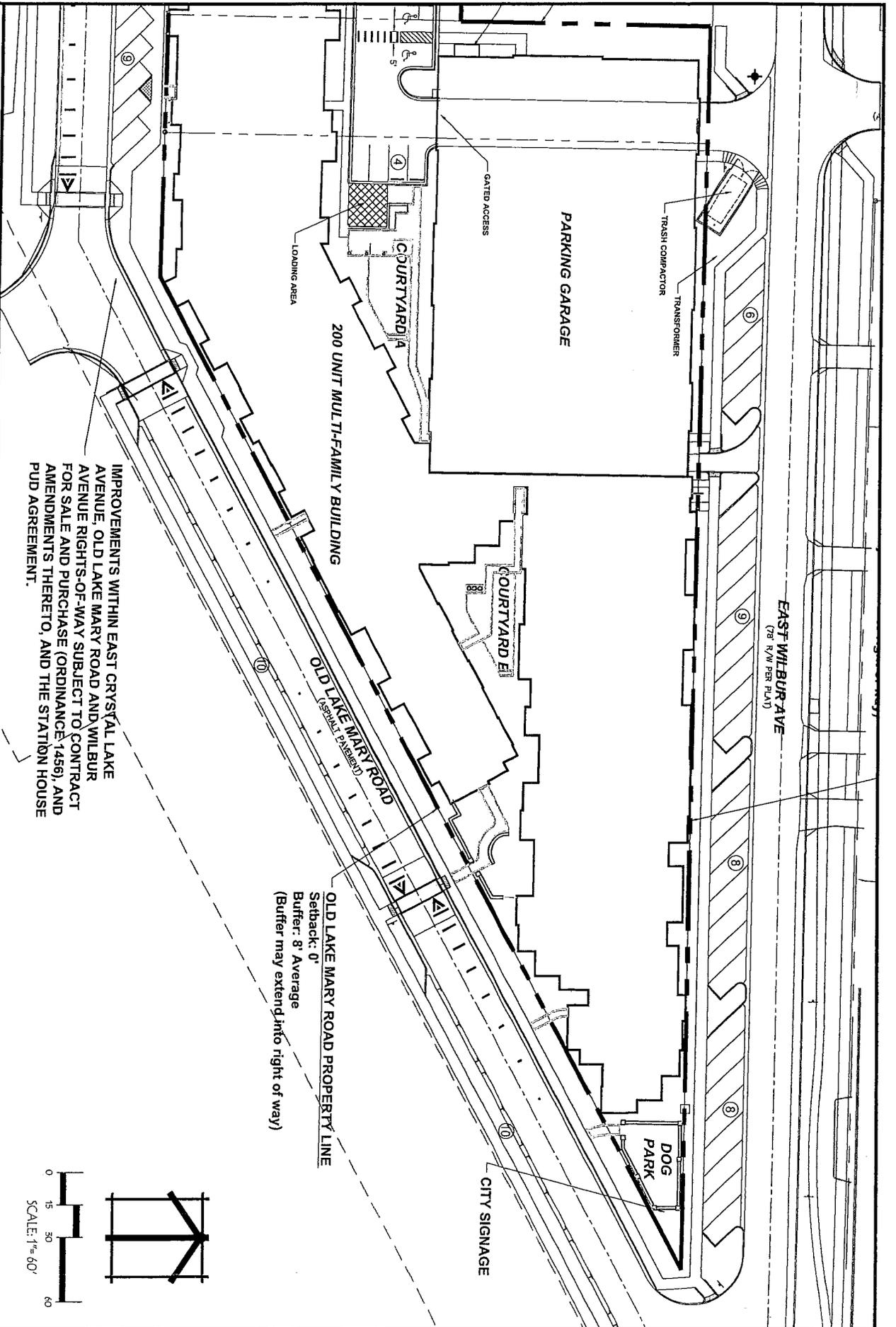
THE STATION HOUSE  
CITY OF LAKE MARY, FLORIDA  
STATION HOUSE APARTMENTS, LLC

© 2013

SHEET  
P-6a

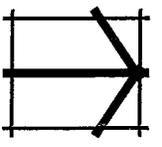
Page X-X

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

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

© 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-2800-0340; 08-20-30-54L-2800-0600;  
 08-20-30-54L-2800-0700 and 08-20-30-54L-2800-0720

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 Wilbur Avenue) and the twenty-foot (20') wide utility easement on parcels 08-20-30-54L-2800-0250; 08-20-30-54L-2800-0270; 08-20-30-54L-2800-0280; 08-20-30-54L-2800-0310; and 08-20-30-54L-2800-0340. These additional properties are included in the project legal description.

Fulham Land Use Designation - 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 (with outside hot-tub/spa, grilling area and other such amenities); Game Room; Storage Building; Ground plane 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 - 82.5 Units/Acre

**Building 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 lower 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 site surfaces and entrances. The first floor slab elevation shall not exceed twenty-four inches (24") above surrounding finish grade.

**Building 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:

- Southwest 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')
- 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 Wilbur 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); turf/look 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 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.

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

Sidewalks - Sidewalks located within the Property shall be a minimum width of forty-four inches (44"). Where 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 Landscape/Signage Plans and PUD Agreement for specific signage specifications.

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

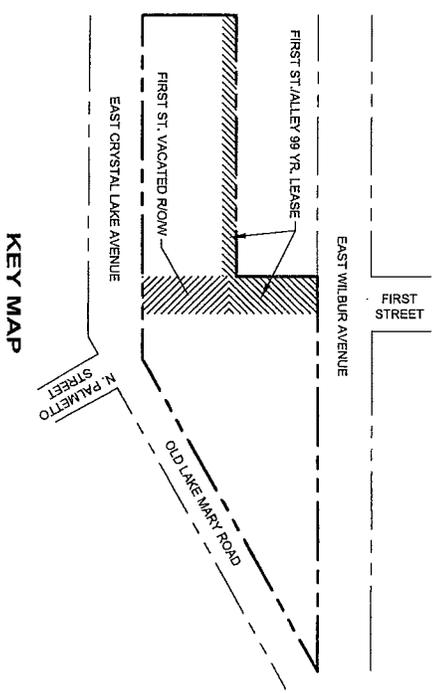
Existing Vegetation - Existing site vegetation to be removed.

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**

1117 East Robinson Street  
 Orlando, FL 32801  
 Phone: 407.645.0452  
 Fax: 407.648.1036

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

(C.O.A. No. 3215)  
 (Lic. No. AA2600916)  
 (T.R. 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-6C  
 Page X-X

EXHIBIT C

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: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1480 - Amending Waterside PUD, 1255 and 1275 W. Lake Mary Boulevard; LLC/Allan Goldberg, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner) (remanded to P & Z at 1/17/13 meeting)

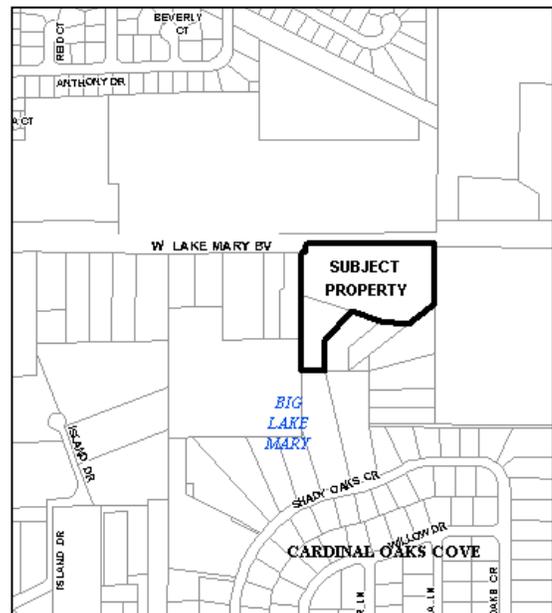
**REFERENCE:** City of Lake Mary Code of Ordinances, Comprehensive Plan, Waterside Final PUD and Developer's Agreement.

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

### **CONSIDERATIONS:**

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

**Description:** The property to be rezoned contains +/- 5.875 acre tract, with 5.75 acres above mean high water. The subject property has parcel ID numbers of 15-20-30-300-0050-0000 & 15-20-30-500-005A-0000. Currently, the subject property is developed with 2 residences.



Zoning:

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

Future Land Use:

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

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

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

On December 11, 2012, the Planning and Zoning Board meeting reviewed a proposed Final PUD for a five-lot residential development. It was recommended for approval and scheduled for the City Commission’s January 17, 2013 meeting. There was considerable discussion and several design changes were proposed. In light of this, the Final PUD and the Preliminary Subdivision Plan were remanded back to the P&Z.

**Comparison of adopted Waterside PUD plan, December 11, 2012 Plan and proposed Waterside PUD plan:**

**Number of Lots –**

- The adopted PUD contains a total of seven (7) lots.
- The December 11<sup>th</sup> Plan contained five (5) lots.
- The current proposed PUD contains six (6).

**Lot Area –**

- The adopted PUD states that the minimum square footage of each lot shall comply with the R-1AAA zoning district (21,780 square feet).
- The lots of the December 11<sup>th</sup> Plan met or exceeded the minimum lot area requirements of the R-1AAA zoning district (21,780 square feet) and the Big Lake Mary overlay zoning district (40,000 square feet). Lot 5, the waterfront lot, also

exceeded the minimum requirement of 40,000 square feet of lot area for waterfront lots, per Section 154.12.

Proposed PUD Plan – The size of the proposed lots are as follows: Lot 1 = +/- 65,776 sq ft; Lot 2 = +/- 39,204 sq ft; Lot 3 = +/-33,105 sq ft; Lot 4 = +/- 37,026 sq ft; Lots 5 & 6 = +/- 40,075 sq ft. Each lot exceeds the lot area requirements of the R-1AAA zoning district. Only Lots 1, 5 & 6 exceed the lot area requirement of the Big Lake Mary Overlay district. Lot 6 exceeds the lot area requirement of Section 154.12.

#### **Lot Width –**

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

The lots of the December 11<sup>th</sup> Plan met or exceeded the minimum 100’ lot width requirement of the adopted PUD.

Proposed PUD Plan – All lots exceeded the minimum 100’ lot width requirement. Only Lot 6 exceeds the minimum lot width requirement of the R-1AAA zoning district and the Big Lake Mary Overlay district.

#### **Potable Water –**

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

The December 11<sup>th</sup> Plan and the proposed PUD Plan show all lots served by City of Lake Mary potable water.

#### **Sewer Service –**

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

In order for the lots within the Waterside development to connect to the City of Sanford utility system, the City of Lake Mary was required to enter into an agreement with the City of Sanford. In October 2007, this agreement was formalized. The agreement states that the City of Sanford shall own and maintain the utility lines downstream from the north side of the Lake Mary Boulevard ROW. In light of this, The City Public Works Department has stated the Developer and subsequently the HOA shall own and maintain the system upstream from the point of connection with the City of Sanford. A copy of the agreement is attached.

**The December 11<sup>th</sup> PUD Plan Developer’s Agreement -** stated that wastewater service for each of the five lots would be served either by individual septic systems or via a sewer force main connecting into the City of Sanford utility system. The Developer’s Agreement also stated that the City would contribute a total of \$80,000 to construct the sewer force main under Lake Mary Boulevard.

**The Proposed PUD Developer's Agreement –** Regarding the proposed **sewer system, there are five components:** 1) City of Sanford service area; 2) Lake Mary Boulevard; 3) the subject property; 4) the City's contribution to the cost of constructing the sewer system & 5) connection of other properties to the system.

- **1) City of Sanford Service** - The portion of the sewer system that shall be owned and maintained by the City of Sanford is detailed in the Utility Service Agreement between the City of Sanford and the City of Lake Mary. This agreement states that the City of Sanford shall own and maintain that portion of the system beginning at the north edge of the Lake Mary Boulevard ROW and running north (downstream).
- **2) Lake Mary Boulevard –** The Developer proposes that the City of Lake Mary own and maintain the portion of the system within the Lake Mary Boulevard ROW. Historically, the City requires the Developer and subsequently the HOA to construct, own, and maintain the system that is associated with the development. In light of this, Mr. Paster, City Public Works Director, has stated that it is his preference for the Developer and HOA to own and maintain this portion of the system. At their February 12, 2013 meeting, the Planning and Zoning Board voted to recommend that the portion of the sewer system within the Lake Mary Boulevard ROW be owned and maintained by the City of Lake Mary.
- **3) Subject Property –** The Developer's Agreement proposes that, if there is a master lift station, the City of Lake Mary would own and maintain the sewer system. If there are pumps on individual lots, the Developer's Agreement proposes that the City would own and maintain the system downstream from the individual pumps. Although staff has no objection to the use of a master lift station or individual pumps, staff's position is that the City's should not own and maintain any portion of the sewer system within the proposed development. At their February 12, 2013 meeting, the Planning and Zoning Board voted to recommend that the portion of the sewer system on private property be owned by the Developer/HOA.
- **4) City's Contribution –** The proposed Developer's Agreement reads that the City shall contribute a lump sum of \$50,000 towards the construction of sewer system. At their February 12, 2013 meeting, the Planning and Zoning Board voted to recommend that the City be responsible only for paying for the costs of that portion of the sewer system within the Lake Mary Boulevard ROW and that the City should cover 100% of those costs. Based upon discussions with Mr. Paster, Public Works Director, this should be about \$25,000. The amount of the City's contribution is a policy decision.
- **5) Connection of Other Properties –** The Developer has stated that, unless the City owns and maintains the sewer system, other properties should not be able to connect. Staff's position is that, as long as the City is contributing to the cost of the construction of the sewer system, other properties shall be allowed to connect. At their February 12, 2013 meeting, the Planning and Zoning Board stated that, if the City owned and maintained that portion of the system within the Lake Mary Boulevard ROW, other properties could connect to the portion of the system within the Lake Mary Boulevard ROW.

### **Driveways –**

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

The December 11<sup>th</sup> Plan showed a total of 3 driveways on Lake Mary Boulevard. Lot 5 will have a driveway. Lots 3&4 will share a driveway and lots 1&2 will share a driveway. Because Lake Mary Boulevard is a Seminole County roadway, the owners of these lots shall acquire a Seminole County Right-Of-Way Utilization Permit in order to construct driveways.

The Proposed PUD Plan shows the existing driveway for the western most lot remaining. Access for Lots 2 – 6 is from the existing access easement only. Lot 1 also has access from the easement.

### **Roadways –**

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

The December 11<sup>th</sup> Plan did not show any improvements to Stillwood Lane or to the access easement along the southern portion of the proposed lots.

The Proposed PUD Plan shows a 1" base and cold mix paving for Stillwood Lane and the access easement. The Developer also proposes that Stillwood lane be dedicated to the City of Lake Mary.

The last sentence of Section 3 (v) of the Developer's Agreement reads, "Upon platting, the 20 foot ingress/egress access easement on the Property will be dedicated to the City of Lake Mary who will have all future responsibilities for the roadway". Bruce Paster, Public Works Director has indicated that it is not in the City's best interest to own and maintain Stillwood Lane and the access easement.

### **Access to Big Lake Mary –**

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

The December 11<sup>th</sup> Plan eliminated the access easement over the lake front lot. The Proposed PUD Plan also has removed the access easement to the lake.

### **Stormwater –**

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

The December 11<sup>th</sup> Plan and the Proposed PUD show self-contained stormwater ponds in the rear of each of the proposed lots.

## **Walls & Fencing –**

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

The December 11<sup>th</sup> Plan did not show a fence at the rear of the lots. At the developer's option, the PUD proposes a 6' high polyvinyl fence along the east side of the eastern most lot along Stillwood Lane. Also, the 6' high wall along Lake Mary Boulevard was at the Developer's option.

The Proposed PUD Plan shows the 6' high wall along Lake Mary Boulevard, which may be constructed of either brick or painted stucco. Exhibit C of the developer's agreement provides detail sheets of either a brick wall or a stucco wall. Also, it proposes the polyvinyl fence along the east side of Lot 6.

## **Developer's Agreement –**

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

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

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

1. The amount of the City contribution, whether it is \$25,000, \$50,000 or some other sum, is a policy decision to be made by the City Commission.
2. Within the Subject Property, the Developer/HOA shall own and maintain the sewer system within the Subject Property.
3. That portion of the sewer system within the Lake Mary Boulevard ROW shall be owned and maintained by; a) the Developer/HOA or b) the City of Lake Mary. [Choose either a) or b).]
4. Other properties shall be allowed to connect to the sewer system.
5. Revise the PUD Plan & the Developer's Agreement to incorporate City Commission's decisions regarding items 1 – 4 above.
6. The Developer shall revise the PUD Plan and the last sentence of Section 3(v) of the Developer's Agreement to indicate that the Developer and/or the HOA shall own and maintain Stillwood Lane and the access easement.
7. The Developer's Agreement shall be amended to reflect that the façade of all residential structures facing the lake shall be constructed with "front" style design.

8. Revise the Developer's Agreement and the PUD to state that the terminus of Stillwood Lane provide for a turnaround for vehicles as part of Lots 1 and/or 2.
9. Revise the Developer's Agreement and the PUD to show that the Lake Mary access point to Lot 1 shall be designed to prevent vehicles from having to back onto Lake Mary Boulevard.

**PLANNING AND ZONING BOARD:** At their regular February 12, 2013 meeting, the P&Z voted unanimously to recommend approval of the proposed revisions to the Final PUD and Developer's Agreement for Waterside with the following conditions:

1. The issue of the City making a lump sum contribution of \$50,000 toward construction of the sewer system is a policy decision to be made by the City Commission.
2. Revise Section 4 of the PUD Plan & the Developer's Agreement to read that the Developer and/or the HOA shall own and maintain the sewer system upstream from the point of connection with the City of Sanford.
3. The Developer Agreement shall be amended to allow the City to connect other properties to the sewer system.
4. The Developer shall revise the PUD Plan and the last sentence of Section 3(v) of the Developer's Agreement to indicate that the Developer and/or the HOA shall own and maintain Stillwood Lane and the access easement.
5. The Developer's Agreement shall be amended to reflect that the facade of all residential structures facing the lake shall be constructed with "front" style design.
6. Planning and Zoning Board recommends that the Developer's Agreement and the PUD state that the terminus of Stillwood Lane provide for a turnaround for vehicles as part of Lots 1 and/or 2.
7. Planning and Zoning Board recommends that the Lake Mary access point to Lot 1 be designed so as to prevent vehicles from backing onto Lake Mary Boulevard, providing a three-point turnaround, if that is utilized.
8. Planning and Zoning Board recommends that the City consider dropping the \$50,000 contribution and pay for installation of the sewer line to be brought under Lake Mary Boulevard and maintain it to this Applicant's property, and from thereon, the Applicant pay for their own sewer system and maintaining it, and that way if somebody to the east wants to tie into it, it doesn't affect these homeowners.

**ATTACHMENTS:**

Ordinance with Proposed Developer's Agreement  
Location Map  
Zoning Map  
Future Land Use Map  
Aerial Photo  
Adopted Developer's Agreement  
Utility Service Agreement with the City of Sanford  
December 14, 2012 Bio-Tech Consulting Report  
Minutes

**ORDINANCE NO. 1480**

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

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

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

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

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

**WHEREAS**, on Tuesday, February 12, 2013, the City of Lake Mary Planning and Zoning Board held a duly noticed public hearing on the proposed zoning change set

forth herein and considered findings and advice of staff, citizens and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, voted 5 to 0 to recommend approval of the requested Planned Unit Development; and

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

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

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

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

**SEE ATTACHMENT "A"**

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

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

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

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

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

FIRST READING: March 7, 2013

SECOND READING: March 21, 2013

**PASSED AND ADOPTED this 21st day of March, 2013.**

ATTEST:

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Carol A. Foster, City Clerk

---

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

CATHERINE REISCHMANN, CITY ATTORNEY

**ATTACHMENT "A"**  
**LEGAL DESCRIPTION**

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

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

**ATTACHMENT "B"**  
**PUD DEVELOPER'S AGREEMENT**

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

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

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

This Amended and Restated Settlement, Development and Planned Unit Development Agreement (the "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between **ZDA, L.L.C.**, a Florida limited liability company with an address of 100 S. Virginia Ave., Unit 201, Winter Park, Florida 32789 (hereinafter "Developer") and **City of Lake Mary, Florida**, a municipal corporation with an address of 100 N. Country Club Road, Lake Mary, Florida 32746 (the "City").

RECITALS:

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

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

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

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

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

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

AGREEMENT:

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

2. Planned Unit Development and Permitted Development Uses. The City shall review the final PUD and Development plan and other required submittals, provide information and input to the Developer, and respond to inquiries by the Developer in a good-faith and timely manner so as to facilitate the final approval of the PUD, and approval of the final Plat.

3. Development Uses.

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

(ii) The minimum square footage of each residence shall be 2,500 square feet, excluding any detached guest house which is an authorized ancillary use, so long as said guest house is consistent with City Code, including setback requirements.

(iii) There shall be no lake access provided to the owners of lots 1 through 5 on the Driveway entrance to lot 6 from Lake Mary Boulevard.

(iv) The use, access and dockage of watercraft on Big Lake Mary shall be in compliance with Section 154.12 of the City of Lake Mary Code of Ordinances. A dock may be installed by the owner of Lot 1 (as set forth on PDP), provided that no more than three (3) watercraft shall be moored at such docking facility in accordance with Section 154.12.

(v) The PDP attached hereto depicts access to Lake Mary Boulevard for lot 1. It is acknowledged and understood that such access is subject to approval by Seminole County. In the event such access is reconfigured, such changes shall be incorporated into the final PUD. The PDP attached hereto depicts access to lots 2-6 along with an option for lot 1 (depending on placement of the home) from Stillwood Lane. The Developer will construct a minimum 14 foot wide cold paved asphalt road with one inch of subgrade, within the 20 and 15 foot ingress/egress access easement on the Property. Upon platting, the 20 and 15 foot ingress/egress access easement on the Property will be dedicated to the City of Lake Mary who will have all future maintenance responsibilities for the roadway.

(vi) At the sole option of the Developer, the front of the home on lot 1 can either be facing the 15 foot ingress/egress access easement to the south of the Property or facing Lake Mary Blvd.

(vii) The Developer will construct a six foot high brick or painted masonry wall along Lake Mary Boulevard along with optional individual gated entrance on lot 1. These walls will be allowed to be constructed with the construction of each individual residence. See Exhibit "C", as depicted on the PDP.

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

4. Sewer. The Developer will construct fully operational sewer system on the Property, to include a lift station or individual pumps. The City shall enter into a reciprocal utility agreement (the "Utility Agreement") with the City of Sanford pursuant to which the Property will be serviced by the City of Sanford wastewater system on or before 90 days from the date of approval of PDP. The manner of connection, sewer tap fees, and customer service changes shall be set forth in the Utility Agreement; provided, however, that the City shall not, with the exception of a one time administrative charge per lot (as provided by Code), levy any additional charges or fees in excess of those imposed by the City of Sanford. The City shall be responsible for \$50,000.00, to cover its agreed upon portion of all costs of installation of a pipe, at least 4" in diameter, from the point of connection with the City of Sanford's wastewater system on the north side of Lake Mary Boulevard to the boundary of the property at Stillwood Lane, as well as onsite piping and lift station or individual lot pumps, should they be approved by the City of Sanford. The City agrees to pay its portion of the cost as work progresses, and as required by the terms of the construction contract for such work. The sewer system located on the Property, including the sewer collection system, the wastewater lift station, should it be built, and the wastewater force main, within the Property, shall be owned and maintained by either the HOA or the City of Lake Mary. If individual pump are constructed they will be owned and maintained by the individual home owners. The "off-site" portion of the wastewater force main, located off the Property, shall be owned and maintained by the City of Sanford. The sewer system will be constructed and completed prior to the first homes Certificate of Occupancy.

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

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

7. Further City Commission Review and Additional Approvals. It is understood that in addition to approval of the PDP, the City must conduct other additional hearings to approve the rezoning of the Property, the final PUD, and the Plat. Further, in order for development of the

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

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

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

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

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

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

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

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

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

To City: Jackie Sova, City Manager  
City of Lake Mary

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

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

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

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

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

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

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

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

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

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

*[signatures to follow]*

WITNESSES:

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

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

By: \_\_\_\_\_  
Allan Goldberg, Manager

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

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

WITNESSES:

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_

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

David J. Mealor, Mayor

(print)

\_\_\_\_\_

ATTEST:

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

Carol A. Foster, City Clerk

(print)

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

\_\_\_\_\_  
Notary Public – State of Florida

Print name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY**

**DESCRIPTION:**

**Parcel 1**

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

**Parcel 2**

Beginning at a Point 15 feet South of the North 1/4 Corner of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, and on the South Right-of-Way Line of Lake Mary Blvd., run South along West Line of the Northeast 1/4 of said Section 15, a distance of 256.15 feet; thence run South 72 degrees 07 minutes 10 seconds East, 251.60 feet; thence run North 166.40 feet; thence run West 224.45 feet; thence run North 166 feet to the said South Right-of-Way Line; thence run West 15 feet to the Point of Beginning.

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

**Parcel 3**

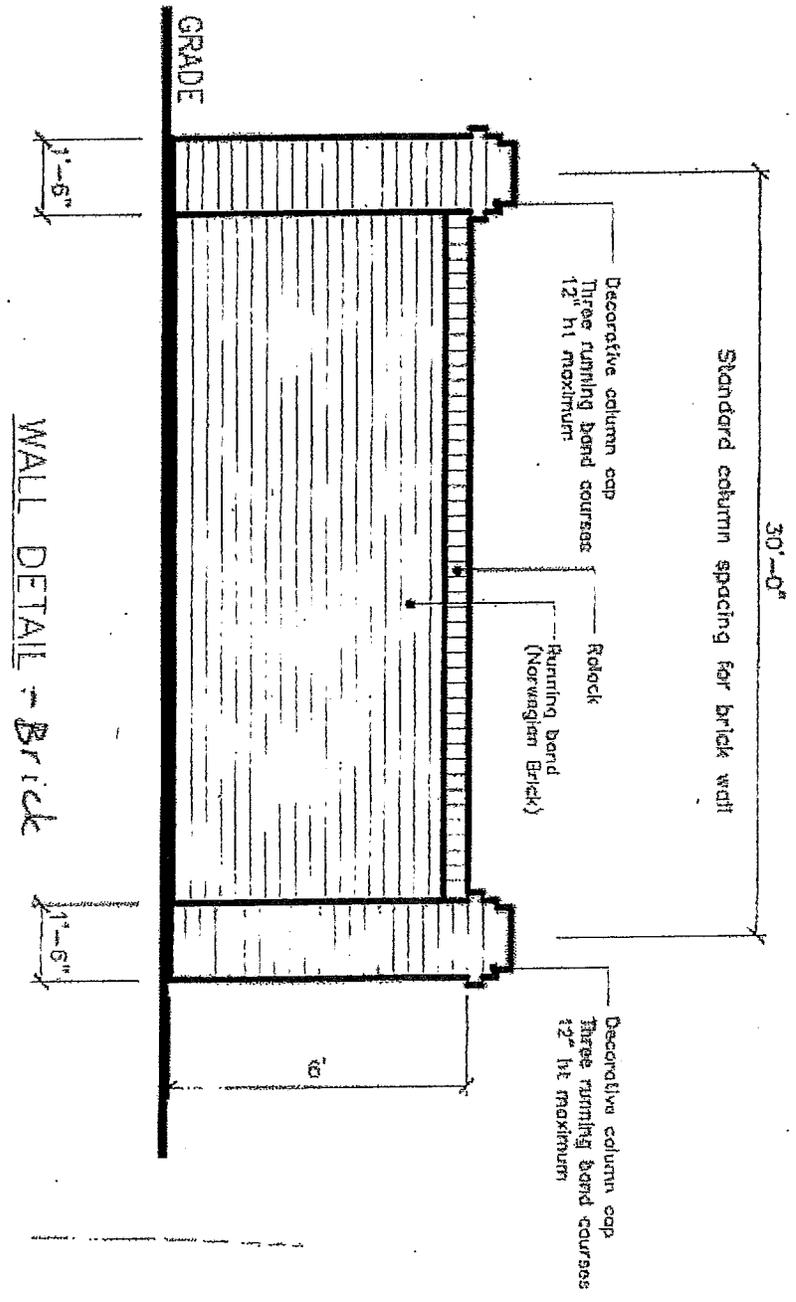
Commencing at a point 15 feet South of the North 1/4 corner of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, and on the South right-of-way of Lake Mary Blvd., run East 15 feet to a point of beginning; thence run East 645 feet; thence run South 315 feet; thence run South 51 degrees West 170.75 feet; thence run North 79 degrees 53 minutes West 139.20 feet; thence run North 71 degrees 35 minutes West 161 feet; thence run North 166.40 feet; thence run West 224.45 feet; thence run North 166.00 feet to the point of beginning.

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

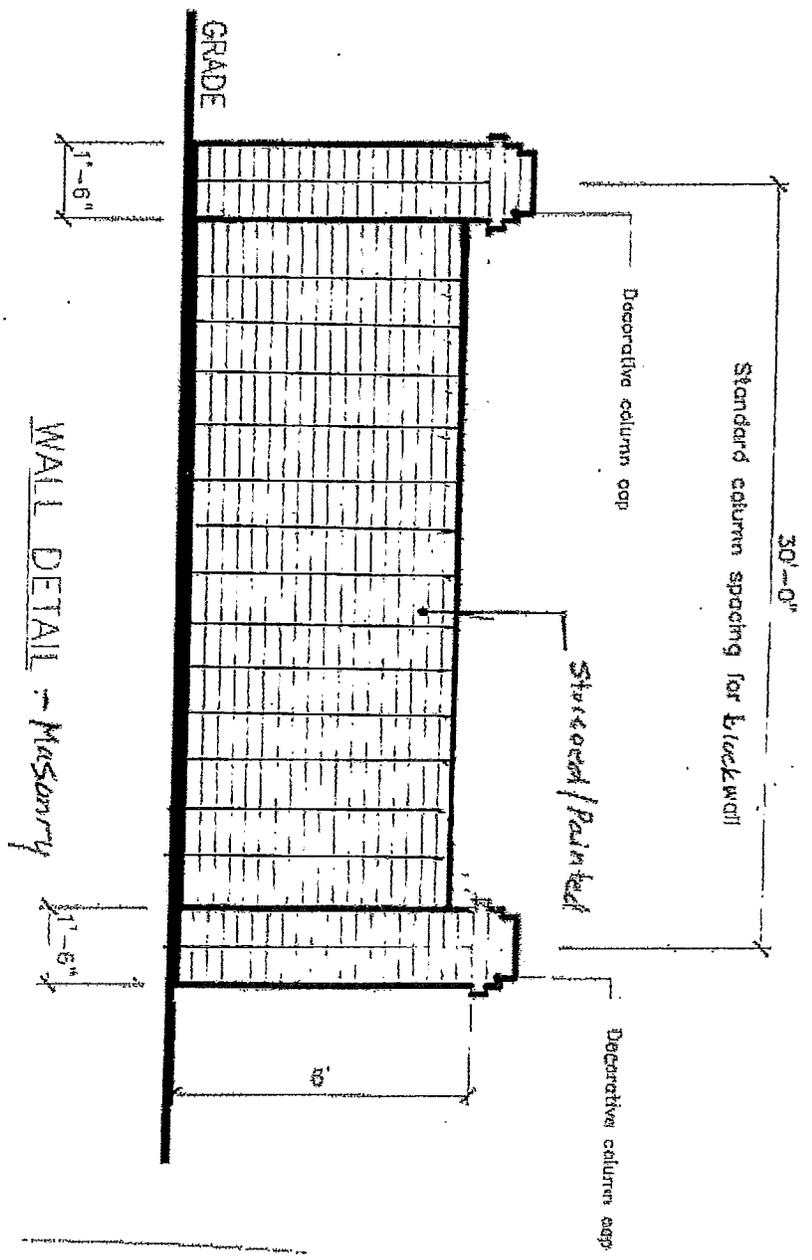
**EXHIBIT "B"**  
**PUD**



**EXHIBIT "C"**  
**WALL DETAIL**

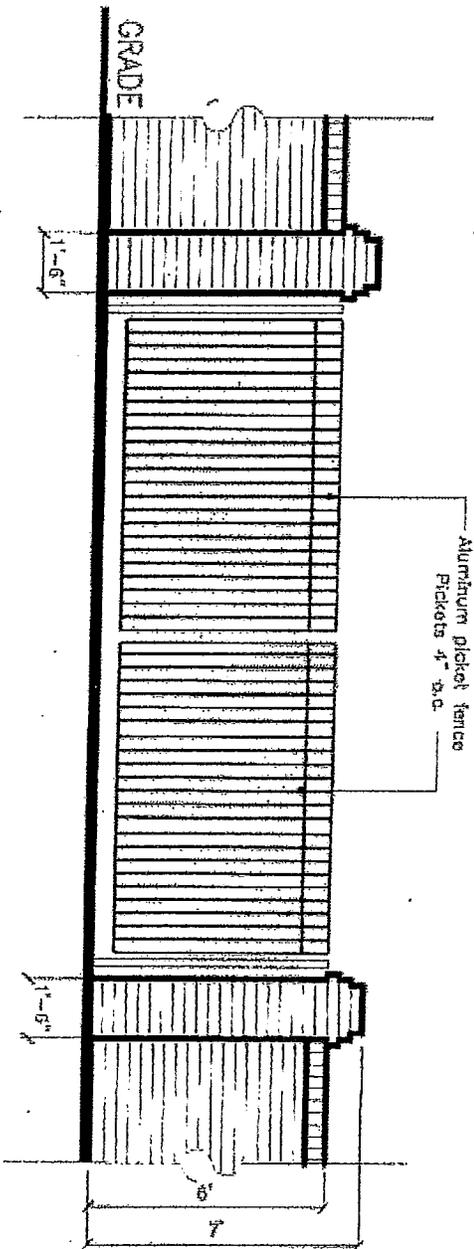


△ DECORATIVE WALL DETAIL



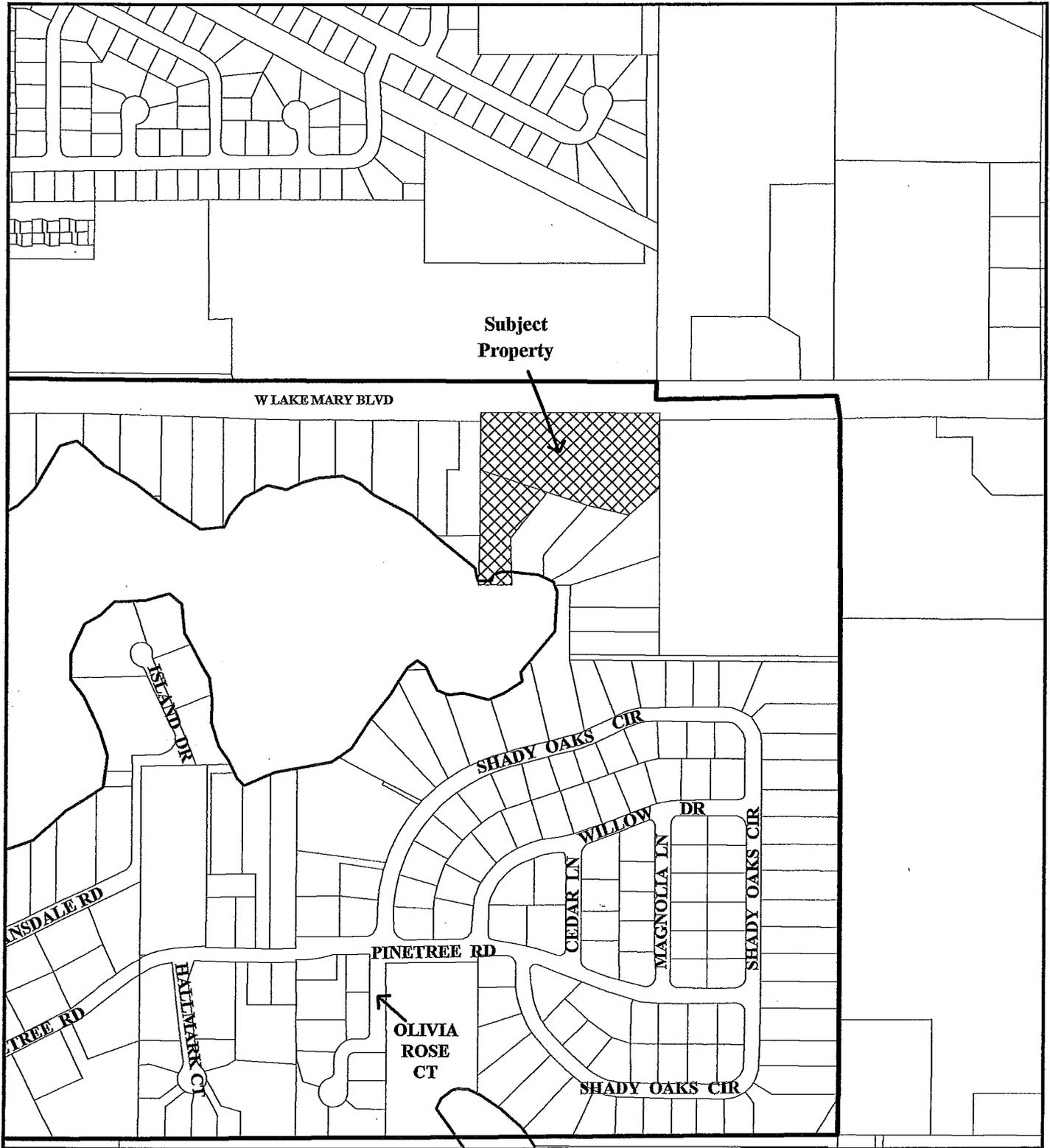
▲ DECORATIVE WALL DETAIL

△ DECORATIVE WALL DETAIL

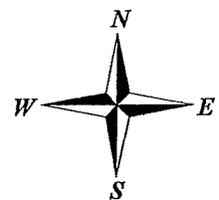


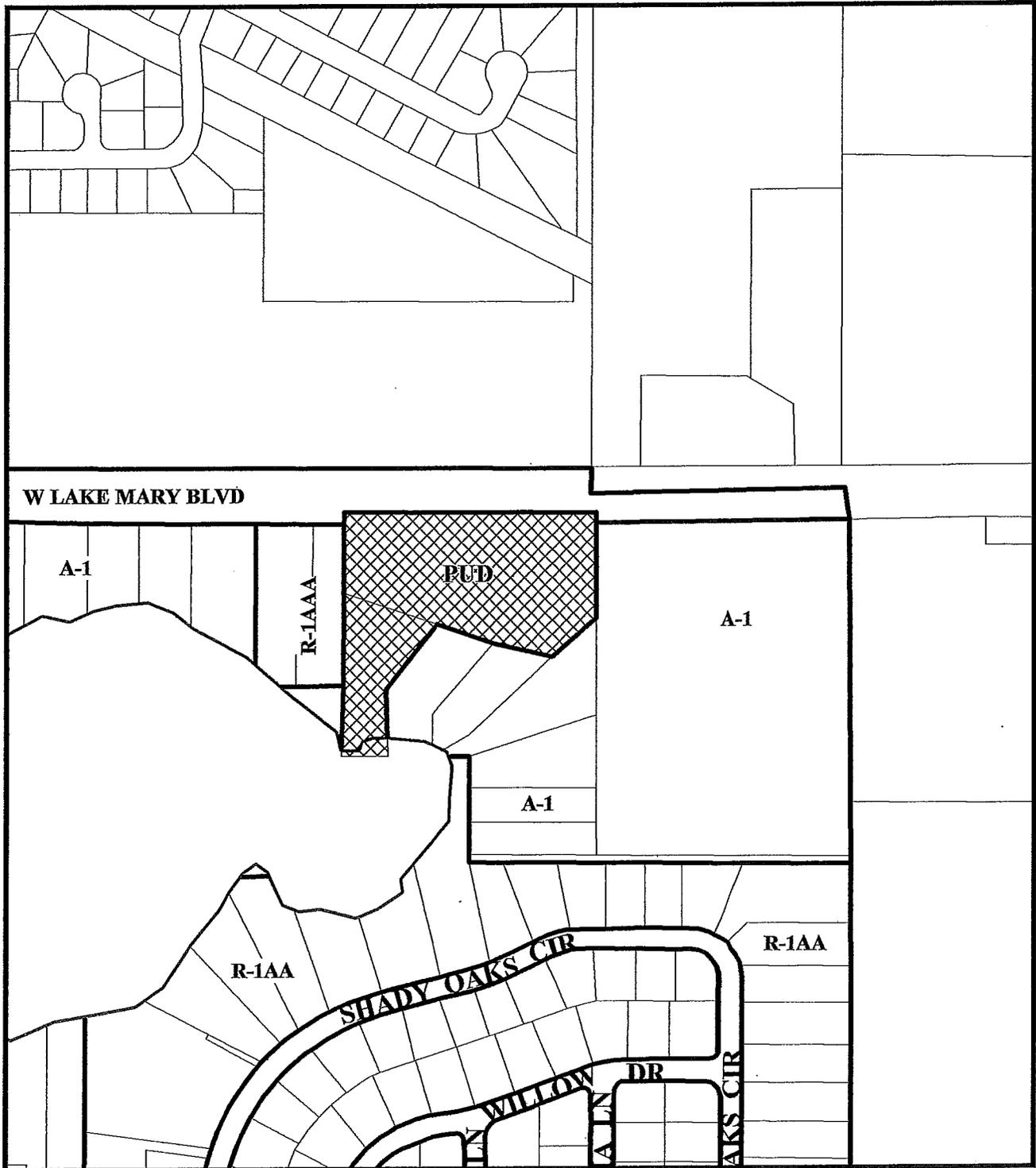
DOUBLE SWING GATE DETAIL (LIFT STATION)



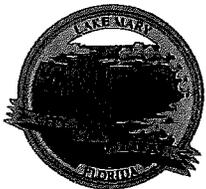


**Location Map**  
**1255 & 1275 W. Lake Mary Blvd.**



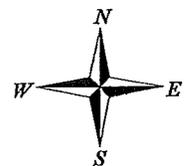


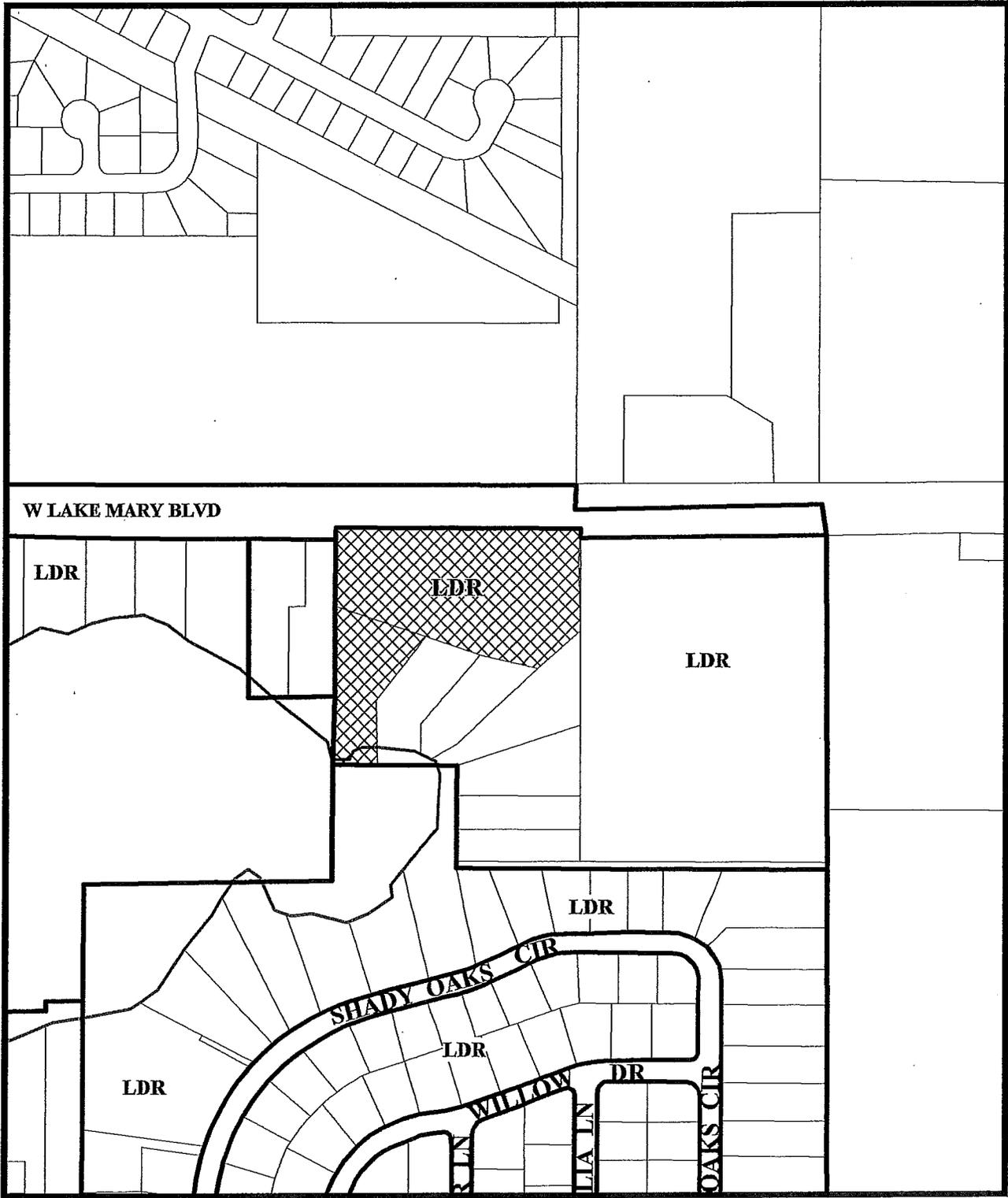
## Zoning Map



### LEGEND

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

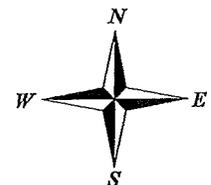


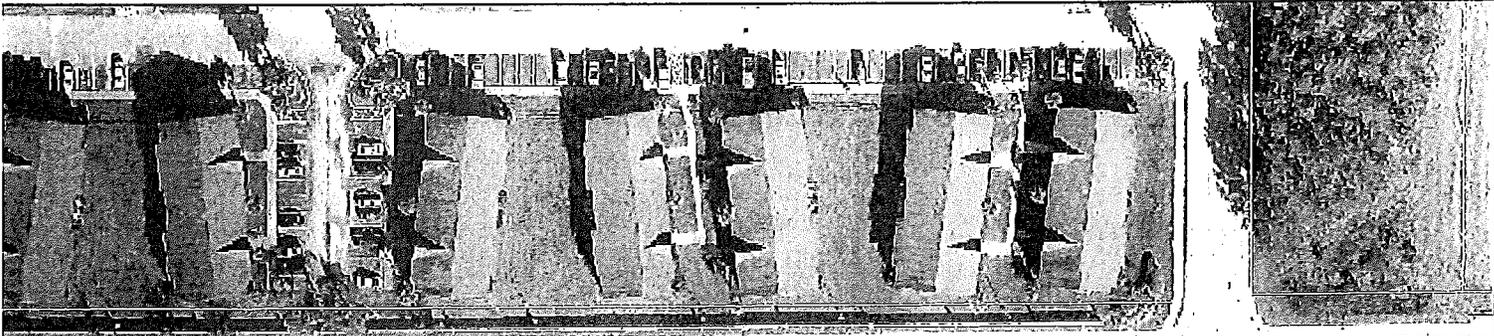


## Future Land Use Map



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





W. Lake Mary Blvd.



*Big Lake Mary*



*Waterside  
Existing PUD*

**SETTLEMENT AND DEVELOPMENT AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### AGREEMENT:

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

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

3. Development Uses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Patricia B. Anderson  
PATRICIA B. ANDERSON

Printed Name

Joann D. Mantamya  
Joann D. Mantamya

Printed Name

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

By: [Signature]

Name: AL AUBER

Its: MANAGER

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

Patricia B. Anderson  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

 Patricia B. Anderson  
My Commission DD242372  
Expires August 17 2007

WITNESSES:

Mary A. Campbell  
Mary A. Campbell  
Printed Name

Barbara J. Nuzzo  
Barbara J. NUZZO  
Printed Name

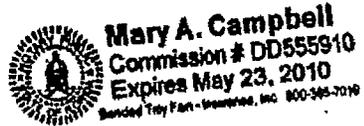
CITY OF LAKE MARY, FLORIDA  
By: [Signature]  
THOMAS C. GREENE, MAYOR

ATTEST:  
By: Carol A. Foster  
CAROL A. FOSTER, CITY CLERK

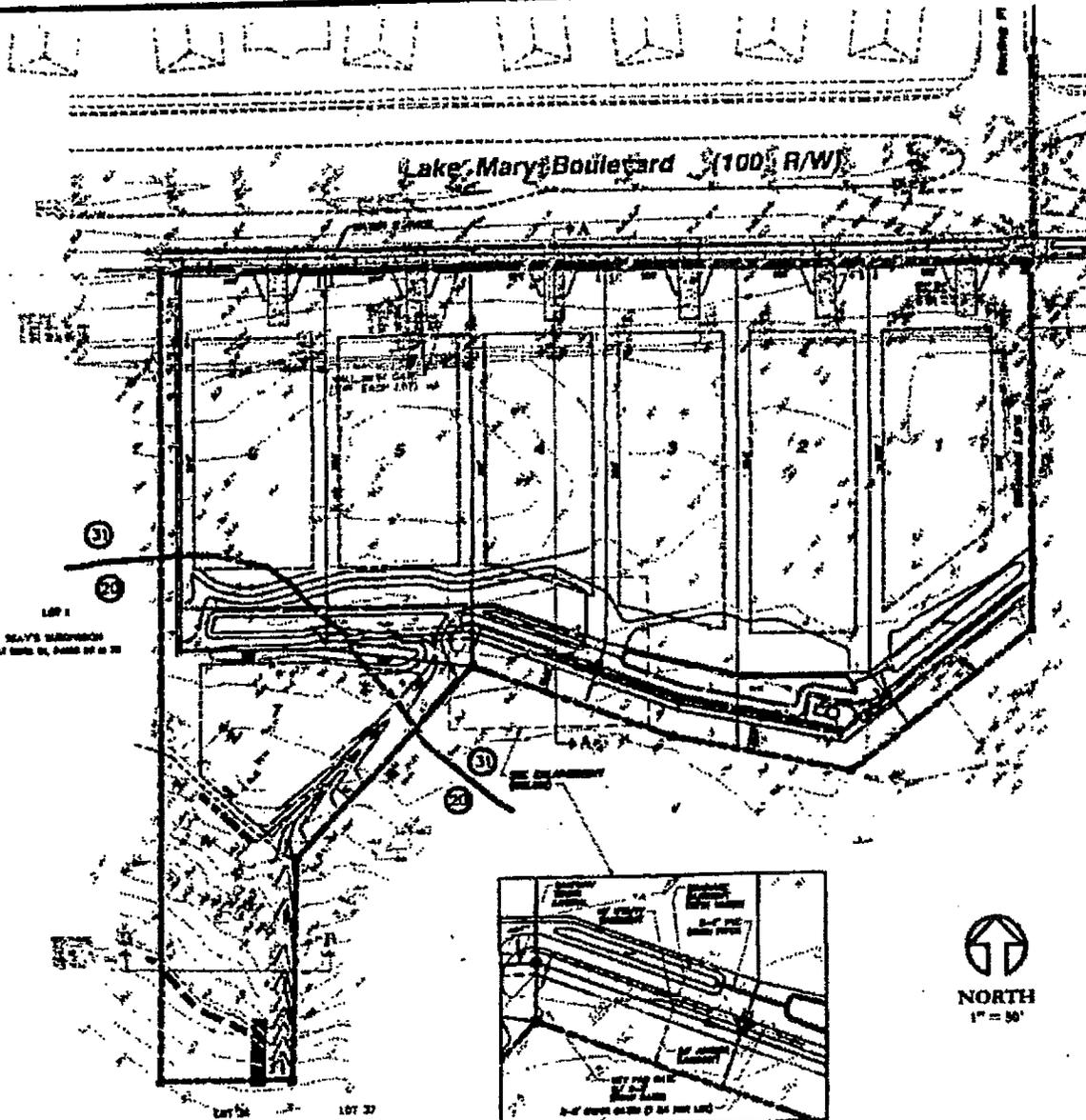
APPROVED BY  
CITY COMMISSION  
3-1-07

STATE OF FLORIDA  
COUNTY OF SEMINOLE

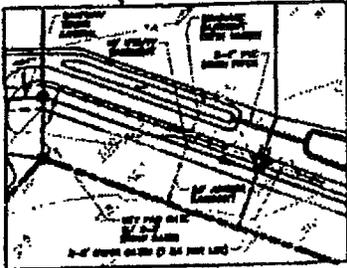
The foregoing instrument was acknowledged before me this 15 day of March, 2007, by THOMAS C. GREENE, Mayor and CAROL A. FOSTER, City Clerk, of the City of Lake Mary, Florida, (check one)  who are personally known to me or  who produced \_\_\_\_\_ as identification.



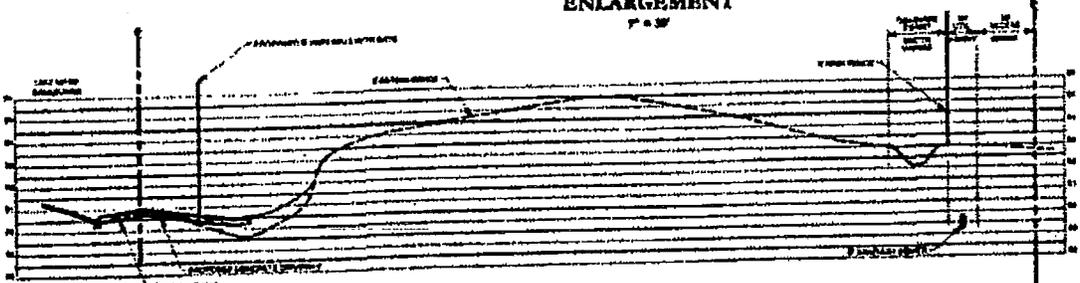
Mary A. Campbell  
Notary Public  
Print Name: Mary A. Campbell  
My Commission expires: 5/23/2010



SEAVE'S SUBDIVISION  
 PLAT 1000 OF 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200



NORTH  
 1" = 30'



LEGIBILITY UNSATISFACTORY  
 FOR SCANNING



RECEIVED

NOV 1 2007

CITY OF LAKE MARY  
PUBLIC WORKS

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

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

**W I T N E S E T H:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Wastewater Service Capacity.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**FOR SANFORD**

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

**FOR LAKE MARY**

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

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

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

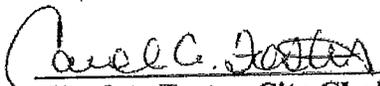
**Section 15. Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

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

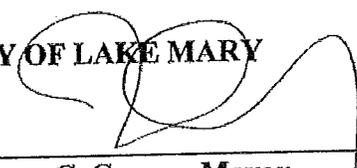
**Section 17. Entire Agreement. Effect on Prior Agreement.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of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

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

**ATTEST:**

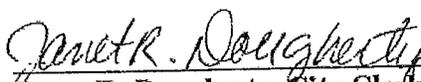
  
\_\_\_\_\_  
Carol A. Foster, City Clerk

**CITY OF LAKE MARY**

By:   
\_\_\_\_\_  
Thomas C. Greene, Mayor

Date: 10-18-07

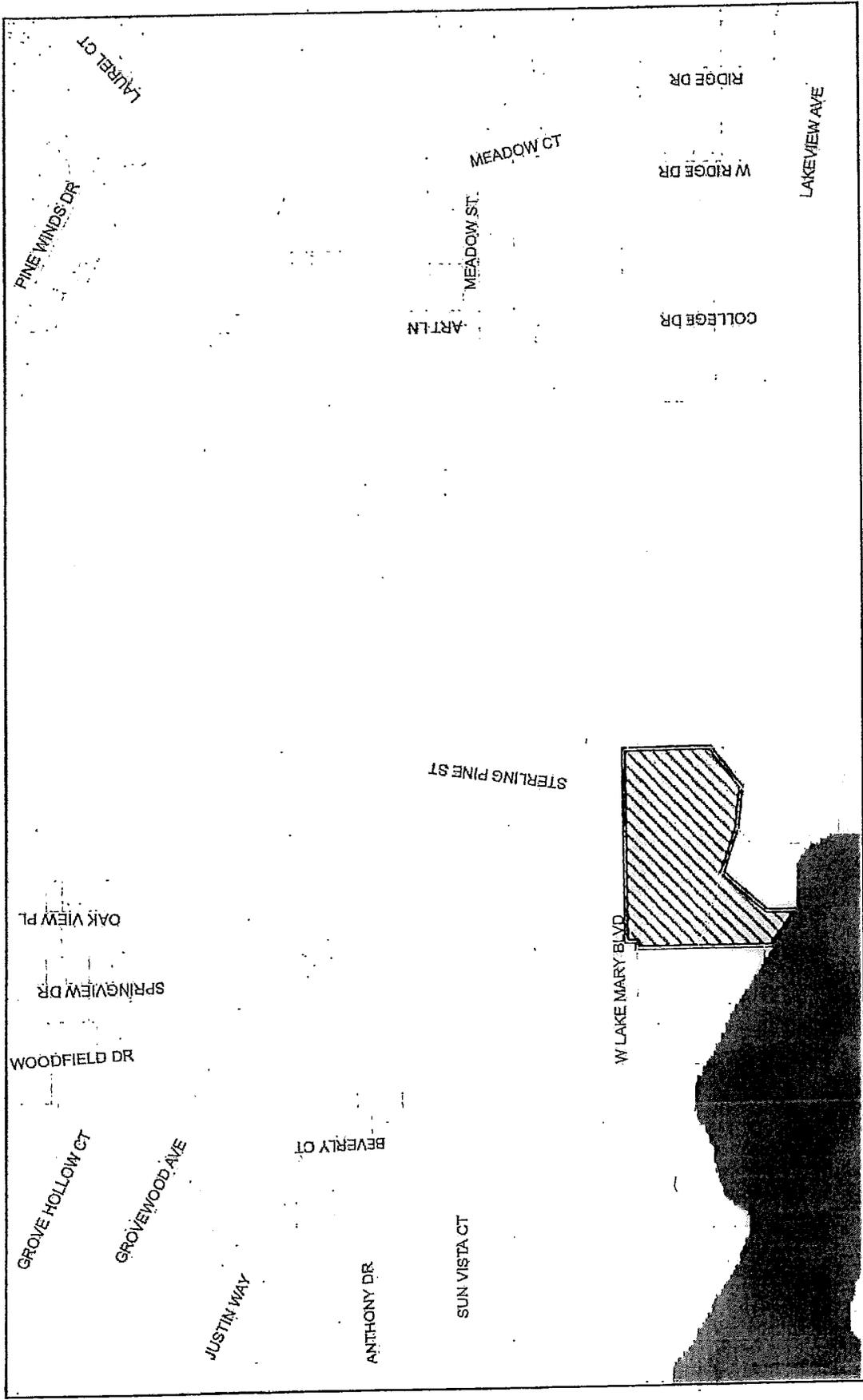
**ATTEST:**

  
\_\_\_\_\_  
Janet R. Dougherty, City Clerk

**CITY OF SANFORD**

By:   
\_\_\_\_\_  
Linda Kuhn, Mayor

Date: October 26, 2007



**Exhibit "A"**

**Waterside Service Area**



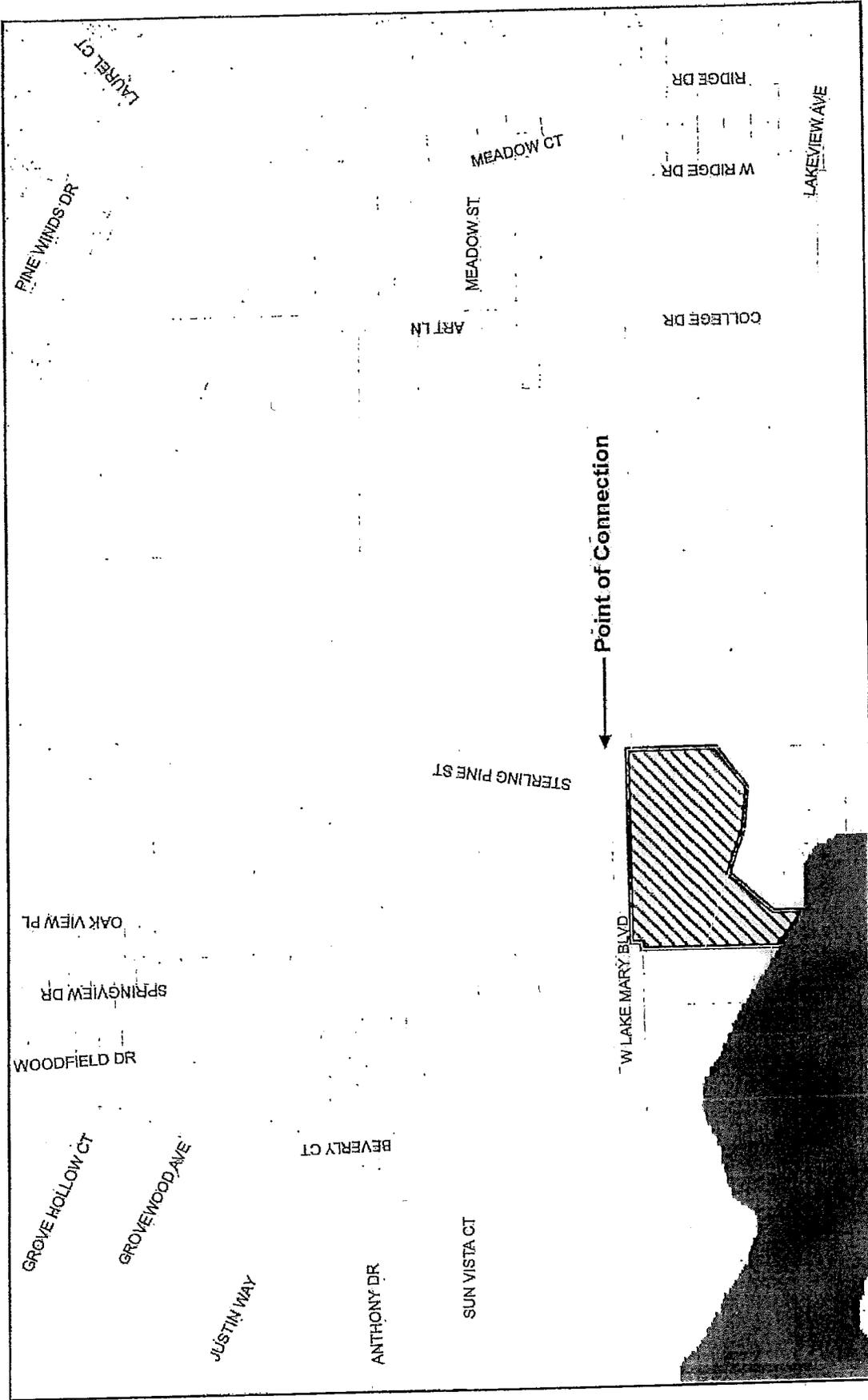


Exhibit "B"  
 Point of Connection

December 14, 2012

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

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

**Re: Wildlife Survey Results**

Dear Mr. Schindler:

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

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

Orlando Office  
2002 E Robinson St  
Orlando FL 32803

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

Jacksonville Office  
2036 Forbes St  
Jacksonville FL 32204

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

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

Aquatic & Land  
Management Operations  
3825 Rouse Rd  
Orlando FL 32817

Native Plant Nursery  
DCC Farms  
8580 Bunkhouse Rd  
Orlando FL 32832

407.894.5969  
877.894.5969  
407.894.5970 fax

Key West

Vero Beach

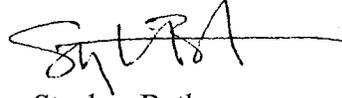
Orlando

Jacksonville

Tampa

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

Regards,



Stephen Butler  
Project Manager



John Miklos  
President

Attachment

CC: Alan Goldberg

1 B. 2012-RZ-06: Recommendation to the City Commission regarding a revision to  
2 the adopted Final Waterside Planned Unit Development (PUD), located at 1255  
3 & 1275 W. Lake Mary Boulevard, Lake Mary, Florida (Remanded from the  
4 1/17/13 CC Mtg.); Applicant: ZDA, LLC/Allan Goldberg  
5

6 C. 2012-PSP-05: Recommendation to the City Commission regarding a  
7 Preliminary Subdivision Plan for the Waterside Planned Unit Development  
8 (PUD), located at 1255 & 1275 W. Lake Mary Boulevard, Lake Mary, Florida  
9 (Remanded from the 1/17/13 CC Mtg.); Applicant: ZDA, LLC/Allan Goldberg  
10

11 Gary Schindler, City Planner, presented Items B. and C. simultaneously and their  
12 respective Staff Reports. The Location Map attached to the Staff Report was on  
13 the overhead projector. He announced that he will be presenting Items B. and C.  
14 together, as well as D. and E. together following these two items.  
15

16 Mr. Schindler stated, you will remember that you saw this back in December and  
17 you made a recommendation for approval to the City Commission with  
18 conditions. When we got to the City Commission meeting of January 17<sup>th</sup>, there  
19 was a good bit of discussion. And I must say that I don't believe that there was  
20 anyone from the public that was there at the City Commission meeting.  
21

22 Mr. Allan Goldberg sitting in the audience said there was just one person.  
23

24 Mr. Schindler stated, we had fewer people at the City Commission meeting than  
25 we did here at the Planning and Zoning Board, but there was a great deal of  
26 discussion and they bantered around some things, and they said we want you to  
27 go back to the Planning and Zoning Board. There is enough change here that  
28 we do not feel comfortable in taking action tonight. So, it is back before you  
29 tonight.  
30

31 Mr. Schindler put a reduced copy of a document entitled Site Plan for Waterside  
32 that is attached to the Staff Report on the overhead projector. He said, most of  
33 the proposed development hasn't changed, and rather than go over points ad  
34 nauseam, I am simply going to highlight the differences. We have gone from five  
35 lots to six lots, which is still one less than we had approved. We had seven lots  
36 approved. So, we still have fewer lots than what was originally approved.  
37 Because the number of lots have increased, they are smaller than they were  
38 previously, but larger than they were for the original approval. We have only one  
39 lot that meets or exceeds all the requirements for the Big Lake Mary Overlay.  
40 Now, Lot 1, the Overlay lot, still exceeds the minimum 40,000 square feet for a  
41 lakefront lot. So, that is not a problem. So, we have one more lot than you  
42 originally saw in December. The access has changed. No longer is there  
43 access for lots – primarily from Lake Mary Boulevard. We have an existing

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driveway on the westernmost lot, which is Lot 1. That is going to remain, but all lots will have access from Stillwood Lane and the ingress/egress easement. It is logical to assume that the houses will be oriented towards the lake; logical, but not necessarily a fact. So, still we have the requirement in the fifth condition that whatever is going to face the lake be attractive, be aesthetically pleasing. And we said last time, and again for the record, a screen room is considered to be aesthetically pleasing. So, it doesn't matter to us which way the houses face, it is just that whatever is facing towards the lake needs to be aesthetically pleasing so that everyone who is – whether you live on the north side of the lake or on the south side of the lake, you are looking at a nice façade.

Mr. Schindler stated, we have a couple of issues that are still to be decided by the City Commission. One is the sewer system. They said, yes, we will connect. They have given a couple of options; one with a master lift station and one with individual grinder pumps. It doesn't matter to us. The Applicant has asked the City to consider ownership of the system upstream from the connection with the City of Sanford. Staff has reviewed this and said, no, we are going to recommend against that. That is going to be decided by the City Commission, but the important thing is that there will be a sewer connection.

Mr. Schindler said, the other issue related to sewer is the City's contribution. Originally, there was a requirement for half the cost of putting the sewer under Lake Mary Boulevard not to exceed \$50,000. The Applicant had asked for an initial contribution of \$80,000 and without making a stand or a final determination, the City Commission said, um, don't think so. So, the Applicant has asked for a lump sum contribution from the City of \$50,000. Okay. That's a policy decision, but it is likely to be approved. Don't know yet, but we will see.

Mr. Schindler stated, the other issue is the ownership and maintenance of Stillwood Lane and the access easement. It is private right now. As such, the responsibility for the majority of maintenance falls upon the property owners; however, I will tell you that the City does enough maintenance so that we have the ability to always access the homes there with emergency vehicles. We would be remiss if we didn't do that. We have allowed people to build, so, therefore, there is an expectation that they will have emergency vehicle access and the City does that amount of maintenance to ensure that that is achieved. The City does not want Stillwood Lane or the access easement. If they were going to propose to build to City specifications, that would be something different; 50-foot-wide right of way, storm water treatment, cross section compliance with the City's requirements, sidewalks, but that is not what is being proposed. So, staff and the Public Works Director has reviewed it and said, no, we are recommending against it. But, there again, that is another policy decision.

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Mr. Schindler concluded his presentation regarding 2012-RZ-06 by saying, staff finds that the Final PUD for the Waterside development meets or exceeds the relevant provisions of the City's Code of Ordinances subject to five conditions (see below under **MOTION**). That's it for the PUD.

Mr. Schindler said, as far as the Preliminary Subdivision Plan, once again, the only real changes are those I have mentioned. The number of lots has increased. Staff doesn't have a problem with that. They are smaller than originally proposed. They are still larger than what was originally approved. We have no problem with the access off of Stillwood Lane and the access easement as opposed to Lake Mary Boulevard. As I said, Lot 1 has an existing driveway that will remain. The Applicant has ensured that only the westernmost lot will have access to the lake.

Mr. Schindler concluded his presentation regarding 2012-PSP-05 by saying, staff finds that the Preliminary Subdivision Plan meets the relevant criteria of Section 155 of the City's Code of Ordinances, the Developer's Agreement, and the City's Comprehensive Plan subject to five conditions (see below under **MOTION**).

Chairman Hawkins questioned if the cold mix for Stillwood Lane is going to be on the subdivision's property.

Mr. Schindler replied, yes, because Stillwood is all on private property. None of it is platted

Chairman Hawkins asked, so, the people to the south, are they going to be able to use Stillwood Lane?

Mr. Schindler answered, yes.

Chairman Hawkins questioned, is there a cross-access easement agreement?

Mr. Schindler responded, even if there wasn't, Dr. Hawkins, it has been used for so long. The Courts would never deny someone use of it because there is prescriptive easement at the very least.

Chairman Hawkins asked, so even if a developer decided to one day a year shut Stillwood Lane off.....

Mr. Schindler replied, it has been used for so long that there is a prescriptive easement at the very least.

Chairman Hawkins expressed his concern to Lot 1 off of Lake Mary Boulevard.

DRAFT

1 Member Miller questioned, so your thoughts are you should close that driveway  
2 access off and have them have access from Stillwood like the other lots?  
3

4 Chairman Hawkins answered, that's what I think, or not put a gate there, or  
5 provide a turnaround for whatever vehicle pulls in there. I mean, if somebody  
6 wants to be private, that's fine. Make the gate 100' in so somebody can pull in  
7 and do a three-point turn and turn back around, if they want to do that. He  
8 suggested that the Lake Mary access point to Lot 1 be designed so as to prevent  
9 vehicles from backing onto Lake Mary Boulevard, providing a three-point  
10 turnaround, if that is utilized.  
11

12 Chairman Hawkins also expressed concern of service vehicles and/or any other  
13 type of vehicle other than a resident's vehicle not having access from Lake Mary  
14 Boulevard; that whoever wants to get into Lot 1 has to go down Stillwood Lane  
15 and back out. He stated that he firmly believes that even though the City is not  
16 requiring the Developer, the Developer is wanting to cold pave Stillwood and  
17 suggested that the Developer's Agreement and the PUD ought to state that the  
18 terminus of Stillwood Lane provide for a turnaround for vehicles as part of Lots 1  
19 and/or 2.  
20

21 Mr. Schindler said, so noted. What I can tell you is that the Fire Marshal has  
22 reviewed the plans and we specifically asked about that and she did not feel the  
23 need for a turnaround. But, so noted and we will be working with the Applicant  
24 regarding that.  
25

26 Chairman Hawkins requested the Applicant come forward and address the  
27 Board.  
28

29 Allan Goldberg, Manager of ZDA, LLC, 100 S. Virginia Ave., Unit 201, Winter  
30 Park, Florida 32789, came forward and addressed the Board in favor of both  
31 items. He stated that he will take both the Chairman's and Mr. Schindler's  
32 comments into consideration. He said that they have already committed to one  
33 of the homeowners close to Lot 1 to provide him a turnaround so the garbage  
34 trucks wouldn't go onto his property or ours, and he thought the driveway that is  
35 shown on Lot 1 can be used for that purpose; that they can pull in and turn out  
36 there, a T-Turn. He stated that he just wanted to make sure that was acceptable  
37 for that.  
38

39 Chairman Hawkins said that he would just like for that to be a part of the PUD.  
40

41 Mr. Goldberg stated, that's fine. We will put some language in there.  
42

43 Chairman Hawkins said, somehow provide a turnaround in Lot 1 or 2 for that.

DRAFT

1 Mr. Goldberg stated, we'll do that because I'm committed to the landowner  
2 anyhow that we do that.

3  
4 Member Miller requested he be shown where the access to these lots go coming  
5 off Stillwood.

6  
7 Chairman Hawkins complied.

8  
9 Mr. Goldberg said that those are the proposed driveways.

10  
11 Chairman Hawkins stated, not that they have to be, but that is just – you know, it  
12 says in the PUD that there is access off Stillwood. So, if they want to make it  
13 here (indicating to overhead projector) and move the pond over, that's fine. If  
14 they want to make it here (indicating to overhead projector) and move the pond  
15 over, you know, when they develop the lot.

16  
17 Chairman Hawkins said, Allan, I wish you would delete this driveway (indicating  
18 to overhead projector).

19  
20 Mr. Goldberg stated, I hear you. I want to keep the option there, but we will put  
21 language in that makes sure that there is either a turnaround, or a T, or a  
22 hammer turn.

23  
24 Chairman Hawkins said, I just don't want somebody backing onto Lake Mary  
25 Boulevard.

26  
27 Mr. Goldberg stated, I hear what you are saying, which is the main reason I took  
28 the other two entrances off Lake Mary Boulevard.

29  
30 Chairman Hawkins said, if you put a turnaround and a gate there (indicating to  
31 overhead projector), I'm okay with that.

32  
33 Mr. Goldberg stated, we will provide for that if it is going to be gated.

34  
35 Mr. Goldberg said that he is in full agreement with staff and the changes that  
36 have been made over the last couple of meetings; however, he did object to the  
37 third condition under 2012-RZ-06 where it says that the Developer's Agreement  
38 shall be amended to allow the City to connect other properties to the sewer  
39 system. He stated that he understood from staff that that is going to be a policy  
40 decision with the sewer system policy decision. His objection is that staff is  
41 asking a private sewer system to accept other City properties, probably  
42 properties to the east, to tie into that private system. His point is if the City wants  
43 it to be a private system that these six homeowners maintain, they shouldn't

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allow the additional 13 acres next door tie into the private system that these six homeowners will maintain in the future.

Chairman Hawkins asked where the sewer line was coming from.

Mr. Goldberg responded, it's coming down Stillwood. Properties to the east would be the only properties that could tie into it.

Chairman Hawkins said that he could see Mr. Goldberg's point.

Mr. Goldberg stated, this is a private/public question. If the City wants to maintain it in the future, feel free tying into other properties, but the six homeowners that are going to live there in the future shouldn't have to maintain it.

Chairman Hawkins questioned Mr. Schindler if he had a response to that.

Mr. Schindler replied, if the Applicant is willing to not have the City contribute \$50,000. The City is contributing \$50,000 lump sum. It's a policy decision.

Chairman Hawkins asked, is it going to cost \$50,000, or more?

Mr. Schindler answered, previously, the City would contribute 50 percent of the cost of running the lines under Lake Mary Boulevard not to exceed \$50,000, and based upon information that Mr. Paster, the Public Works Director, gave at the January 17, 2013, meeting, it was likely that it was going to be 20-\$30,000. So, the City is going to be contributing probably \$20,000 more than it would have. That is a policy decision that the Commission will determine. The City Commission has also indicated that when the power line property to the east develops, they want them to connect to sewer, and this is the only game in town. So, the City Commission will decide at their meeting whether or not to require connection of other properties and whether or not to own any portion of the development upstream from the connection with the City of Sanford.

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

Chairman Hawkins further suggested, as far as the third condition under 2012-RZ-06 Mr. Goldberg objected to earlier, that the City consider dropping the \$50,000 contribution and pay for installation of the sewer line to be brought under Lake Mary Boulevard and maintain it to this Applicant's property, and from thereon, the Applicant pay for their own sewer system and maintaining it, and

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that way if somebody to the east wants to tie into it, it doesn't affect these homeowners.

Member Cartmill questioned if there is a way to do this.

Mr. Schindler responded, sure, there's always a way to determine the cost for the line within the right of way. The Board can make its own recommendations, but this will be a policy decision by the City Commission.

**MOTION:**

**Member Cartmill moved to recommend approval to the City Commission the request by ZDA, LLC/Allan Goldberg, regarding a revision to the adopted Final Waterside Planned Unit Development (PUD), located at 1255 & 1275 W. Lake Mary Boulevard, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following eight conditions. Member Schofield seconded the motion.**

Member Miller asked, when we're talking about costs, you (Mr. Schindler) said that the City had estimated that its cost/share of taking the sewer under Lake Mary Boulevard was 20-\$30,000?

Mr. Schindler answered, I believe so.

Member Miller questioned, so, it could be that we have now caused the City to spend more money because now, instead of the \$50,000, it may cost them \$60,000 based on this estimate?

Mr. Schindler responded, it is possible; however, Mr. Paster is not here tonight. He was just speaking from his own personal experience.

Member Miller asked, but the inference is, I think, from what Chairman Hawkins said, is that this provides more flexibility for downstream hookups to the sewer?

Member Cartmill replied, right. And it could cost less. Chairman Hawkins said, without affecting the Applicant. Without making the Applicant share – you know, if he pays his share to get the line there, other people shouldn't be able to just tag on for free.

Member Miller said, okay. I agree.

**The motion carried unanimously 5-0.**

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**CONDITIONS:**

1. The issue of the City making a lump sum contribution of \$50,000 toward construction of the sewer system is a policy decision to be made by the City Commission.
2. Revise Section 4 of the PUD Plan & the Developer's Agreement to read that the Developer and/or the HOA shall own and maintain the sewer system upstream from the point of connection with the City of Sanford.
3. The Developer's Agreement shall be amended to allow the City to connect other properties to the sewer system.
4. The Developer shall revise the PUD Plan and the last sentence of Section 3(v) of the Developer's Agreement to indicate that the Developer and/or the HOA shall own and maintain Stillwood Lane and the access easement.
5. The Developer's Agreement shall be amended to reflect that the facade of all residential structures facing the lake shall be constructed with "front" style design.
6. Planning and Zoning Board recommends that the Developer's Agreement and the PUD state that the terminus of Stillwood Lane provide for a turnaround for vehicles as part of Lots 1 and/or 2.
7. Planning and Zoning Board recommends that the Lake Mary access point to Lot 1 be designed so as to prevent vehicles from backing onto Lake Mary Boulevard, providing a three-point turnaround, if that is utilized.
8. Planning and Zoning Board recommends that the City consider dropping the \$50,000 contribution and pay for installation of the sewer line to be brought under Lake Mary Boulevard and maintain it to this Applicant's property, and from thereon, the Applicant pay for their own sewer system and maintaining it, and that way if somebody to the east wants to tie into it, it doesn't affect these homeowners.

**MOTION:**

Member Cartmill moved to recommend approval to the City Commission the request by ZDA, LLC/Allan Goldberg, regarding a Preliminary Subdivision Plan for the Waterside Planned Unit Development (PUD), located at 1255 & 1275 W. Lake Mary Boulevard, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following six conditions. Member Schofield seconded the motion, which carried unanimously 5-0.

**CONDITIONS:**

- 1           **1. The final subdivision plan shall include the following:**
  - 2           **a. A statement that wastewater service shall be provided by the City of**  
3           **Sanford.**
  - 4           **b. A statement that the HOA shall own and maintain the sewer upstream**  
5           **from the connection with the City of Sanford, per the revised**  
6           **Developer's Agreement.**
  - 7           **c. Show the location of the proposed force main and lift station.**
  - 8           **d. Show the location of the existing 2" water line and the location of the**  
9           **proposed relocation of this line.**
  - 10           **e. The proposed location of the 16 required replacement trees.**
  - 11           **f. A note indicating that the developer has the option of either planting**  
12           **the required replacement trees or making a contribution to the City**  
13           **for the value of such trees.**
  - 14           **g. Submit a copy of the covenants and deed restrictions, which shall be**  
15           **acceptable to the City.**
- 16           **2. Prior to the issuance of a Certificate of Occupancy (CO) for the first**  
17           **residence, the Applicant shall:**
  - 18           **a. Construct all required infrastructure including the sewer force main**  
19           **and improvements to Stillwood Lane and the access easement.**
  - 20           **b. Plant the replacement trees or make the contribution to the City for**  
21           **the cost of the replacement trees.**
- 22           **3. Prior to the issuance of the CO for the first residence, the City shall**  
23           **disconnect the 2" water line and developer shall reinstall the line at**  
24           **his/her expense to provide a looped system.**
- 25           **4. The final plat shall show the following:**
  - 26           **a. The easement for the wastewater system, which shall be dedicated**  
27           **to the HOA.**
  - 28           **b. The easement for the 2" water line, which shall be dedicated to the**  
29           **City of Lake Mary.**
- 30           **5. Planning and Zoning Board recommends that the Developer's**  
31           **Agreement and the PUD state that the terminus of Stillwood Lane**  
32           **provide for a turnaround for vehicles as part of Lots 1 and/or 2.**
- 33           **6. Planning and Zoning Board recommends that the Lake Mary access**  
34           **point to Lot 1 be designed so as to prevent vehicles from backing onto**  
35           **Lake Mary Boulevard, providing a three-point turnaround, if that is**  
36           **utilized.**

37  
38           Juan (John) A. Omana, Jr., Community Development Director, announced these  
39           items will move forward to the City Commission meeting of March 7, 2013.  
40  
41  
42  
43

**QUASI-JUDICIAL SIGN-IN SHEET**

2/12, 2013  
P+2 MEETING

(please print)

**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** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_



## MEMORANDUM

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Request for Minor Site Plan approval with Developer's Agreement for a conversion of a single family residence to a professional office, 165 N. 4th Street (formerly 144 W. Crystal Lake Avenue); Lisa Minter, applicant (Public Hearing) (Steve Noto, Planner)

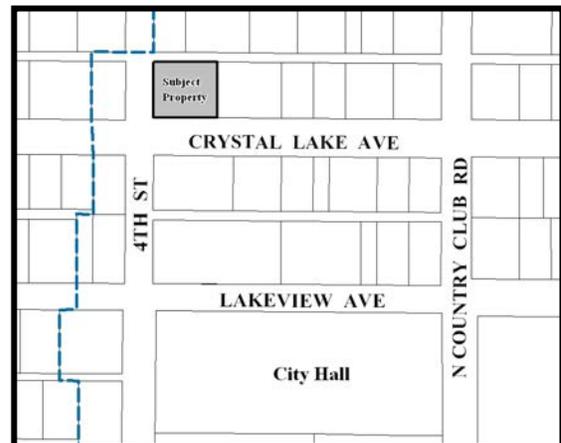
**REFERENCE:** Development Review Committee, City Code of Ordinances and Comprehensive Plan.

**REQUEST:** The applicant requests site plan approval for the conversion of a single family residence into a professional office.

### **DISCUSSION:**

**Location:** The subject property is located on the northeast corner of N. 4<sup>th</sup> St. and W. Crystal Lake Ave. The parcel ID number is 08-20-30-5AL-2600-0190. The subject property is approximately .35 acres in size.

**History:** The subject property is made up of Lots 19-22 of the Crystal Lake Winter Homes subdivision. The structure on the property was constructed in 1964 and has historically been used for residential purposes. The gross floor area is approximately 1,944 square feet. The applicant purchased the property in April 2012 with the intentions of converting it to a professional office.



## ANALYSIS:

### Zoning:

NW R1A	N DC	NE R1A
W DC	SI TE DC	E R1A
SW DC	S C1	SE C1

### Future Land Use:

NW DDD	N DDD	NE DDD
W DDD	SI TE DDD	E DDD
SW DDD	S DDD	SE DDD

**ADA Accessibility** – The applicant is proposing a sidewalk connection to the existing sidewalk on W. Crystal Lake Ave. The sidewalk connection will run perpendicular to the structure, and provide two access points to the building, as well as access to an on-site ADA parking spot.

**Building Improvements:** The applicant wishes to make the following improvements to the structure: replacement of the current shutters, roof, soffit & fascia, existing entry's with gabled covered entry; construction of a new brick façade on the existing screen porch, and painting of the exterior walls.

**Developer's Commitment Agreement and Parking:** Per the code, only 3 parking spaces are required. The applicant will utilize existing spaces on the north side of W. Crystal Lake Ave.

Due to the minimal impact of this project, the applicant has requested a waiver from providing the right-of-way improvements that would have been required along N. 4<sup>th</sup> St. The request also takes into account the fact that the improvements would likely be damaged or completely reconstructed in the short term due to the continued redevelopment of the Downtown. That said, staff has prepared a Developer's Commitment Agreement outlining the specifics of the waiver; this includes payment of \$4,800 at the time of site construction permit issuance. That dollar amount would cover the construction of 3 parking spaces along the property's N. 4<sup>th</sup> St. frontage.

This is consistent with similar requests made in the past, and the City Commission policy created in September 2001.

**Landscaping/Irrigation and Open Space:** The applicant will be providing foundation and buffer landscaping throughout the site. All landscaping that is provided will be irrigated. The applicant meets and exceeds open space requirements.

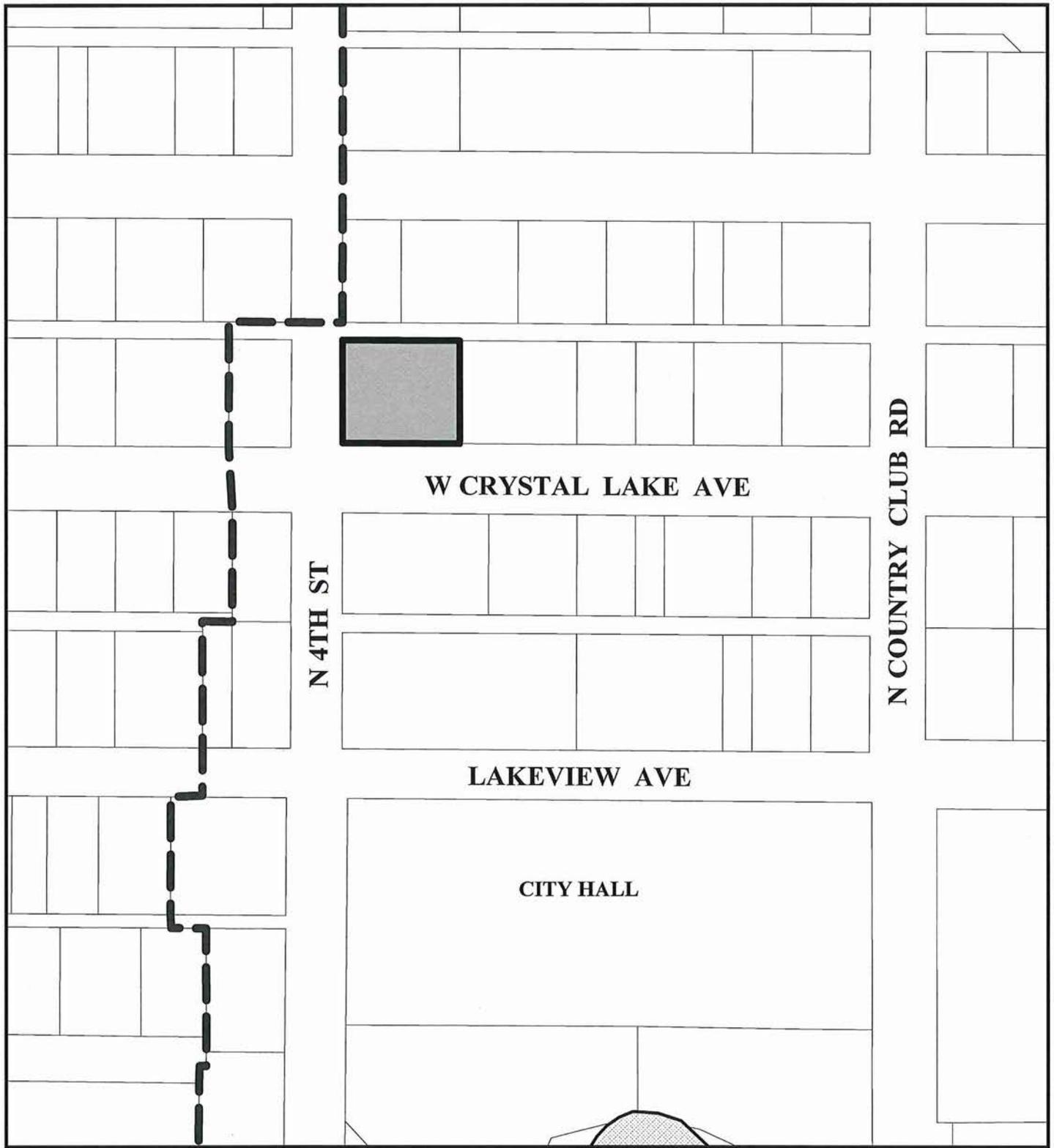
**Utilities** – The applicant will be connecting to existing sanitary sewer, water within the W. Crystal Lake Ave ROW. Reclaim water service is not available; however the applicant will be required to connect within 6 months of service availability. Two roll-out trash containers will be stored in the existing shed located at the northeast corner of the site.

**FINDINGS OF FACT:** Staff finds that the proposed minor site plan complies with all relevant standards of the City Comprehensive Plan and Code of Ordinances and recommends approval.

**PLANNING AND ZONING BOARD:** At their regular February 12, 2013 meeting, the Planning and Zoning Board voted unanimously (5-0) to recommend approval of the minor site plan, and developer's commitment agreement.

**ATTACHMENTS:**

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Map
- 8.5" x 11" of Sheet C-3
- Developer's Agreement
- February 12, 2013 Planning & Zoning Board Minutes
- Full site plan



N 4TH ST

W CRYSTAL LAKE AVE

N COUNTRY CLUB RD

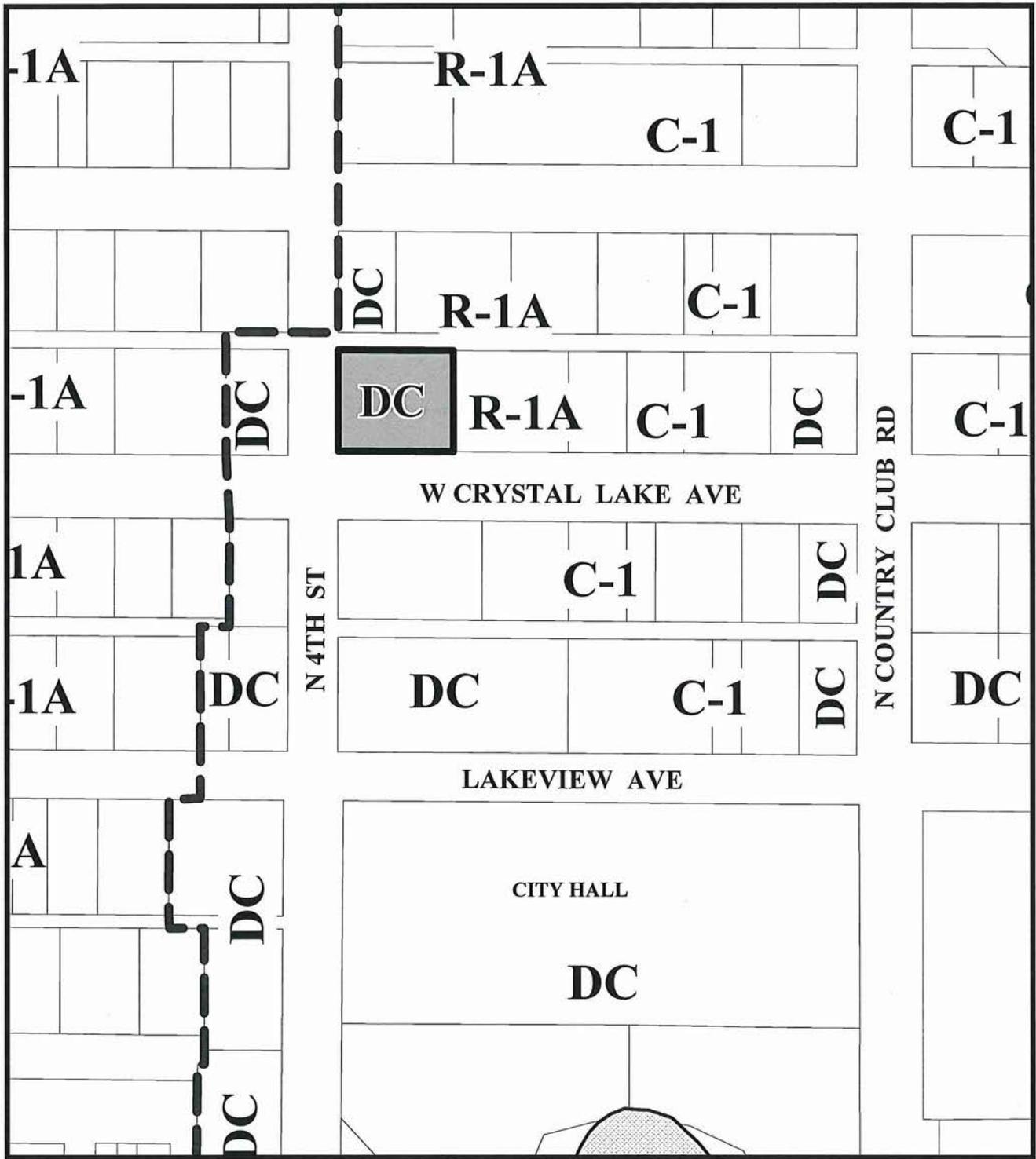
LAKEVIEW AVE

CITY HALL



# Location Map 165 N. 4th St.



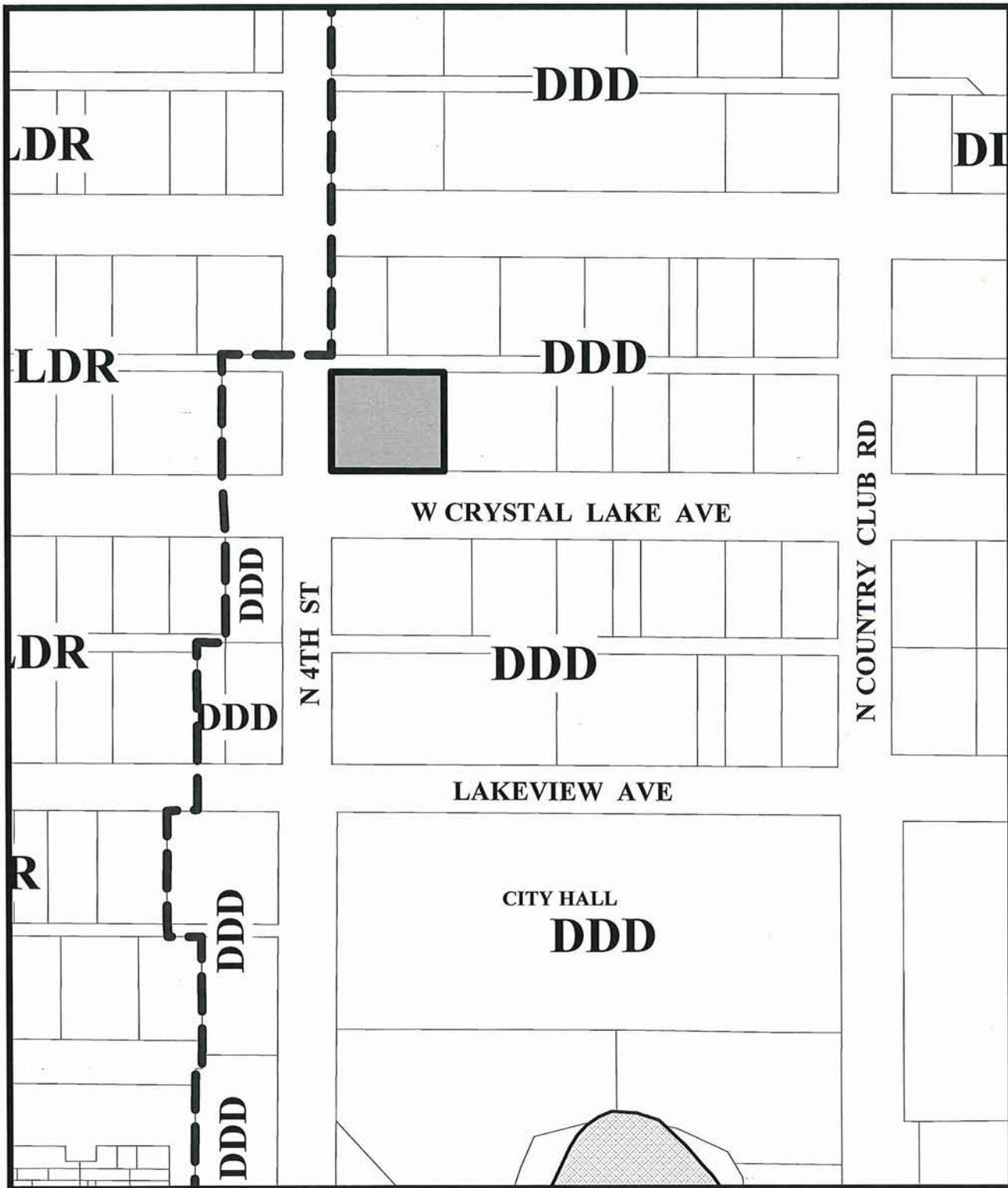


## Zoning Map



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





## Future Land Use Map



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



**N. 4th Street**



**W. Crystal Lake Ave.**





This instrument prepared by  
and to be returned to:  
Stephen Noto, Planner  
City of Lake Mary  
911 Wallace Court  
Lake Mary, FL 32746

### **DEVELOPER'S COMMITMENT AGREEMENT**

***THIS AGREEMENT*** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **City of Lake Mary**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, FL 32746, hereinafter referred to as the "City" and **Matthew Minter and Lisa Minter**, whose address is 131 Wood Ridge Trail, Sanford, FL 32771, hereinafter referred to as "Owners".

#### ***WITNESSETH:***

***WHEREAS***, the Owners have purchased real property at the northeast corner of West Crystal Lake Drive and North Fourth Street, further described as:

Lots 19, 20, 21 and 22, Block 26 CRYSTAL LAKE WINTER HOMES SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Pages 114, 115, 116 of the Public Records of SEMINOLE COUNTY, Florida.

("Subject Property"); and

***WHEREAS***, the Owners are requesting to convert an existing single-family residence on the Subject Property to a professional office; and

***WHEREAS***, pursuant to City Code, including Section 154.67, downtown redevelopment requires developers to make improvements in the right-of-way (ROW) along the perimeters of their property within the Downtown; and

***WHEREAS***, to avoid damage to or reconstruction of improvements constructed by developers within the ROW due to future necessary improvements to North Fourth Street, the City has in the past accepted a payment in lieu of requiring developers to construct these required improvements; and

***WHEREAS***, the Owners have requested a waiver from parking and street improvements within the ROW of North Fourth Street consistent with prior City practice; and

***WHEREAS***, staff has identified that the request is low impact in nature and that there is sufficient on-street parking on the north side of West Crystal Lake Ave; and

*WHEREAS*, the City wishes to avoid damage to and/or reconstruction of improvements done within the ROW as the City may pursue additional improvements on North Fourth Street; and

*WHEREAS*, the Owners represent that the signatories to this Agreement have full authority to bind Owners.

*NOW THEREFORE*, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is hereto agreed as follows:

**1. WAIVER OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY**

The Owners are hereby released from providing any improvements, such as street paving and parking, within the 116' long portion of the North Fourth Street right-of-way (ROW) that borders their property (See Exhibit "A"). This release applies only to the current development of the Subject Property, as professional office, at the densities and intensities shown in Exhibit "A".

**2. WAIVER PAYMENT**

The Owners shall pay \$4,800 (half the cost of parking improvements) at the time the site construction permit is issued. This payment shall be used for future ROW improvements within the Downtown at the City's discretion, and upon receipt thereof, Owners shall have no further responsibility to City for making any street paving or parking improvements in the area described in paragraph 1 above, for the development shown on Exhibit "A" only. Should Owners seek to redevelop, additional payments may be required.

**3. COMPLIANCE WITH OTHER LAWS. ORDINANCES. RESOLUTIONS AND REGULATIONS**

This Agreement shall not operate as a limitation upon the City to require the Owners of the Subject Properties to comply with all laws, ordinances, resolutions and regulations of the State of Florida, Seminole County, and/or the City of Lake Mary, regulating the development of the Subject Properties in accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall this Agreement in any way act to relieve the Owner from complying with any permitting requirement, condition, term or restriction.

**4. AMENDMENT**

This Agreement may be amended by the consent of all of the parties to this Agreement or by their successors in interest.

**5. 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. The Owners shall reimburse the City for any legal expenses and costs incurred in defense of this Agreement. If City is the prevailing party in such litigation, City agrees to seek recovery of legal expenses and costs from Plaintiffs where there is a legal basis for such recovery, and any funds so recovered shall reduce Owners' obligation by such amount





















## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

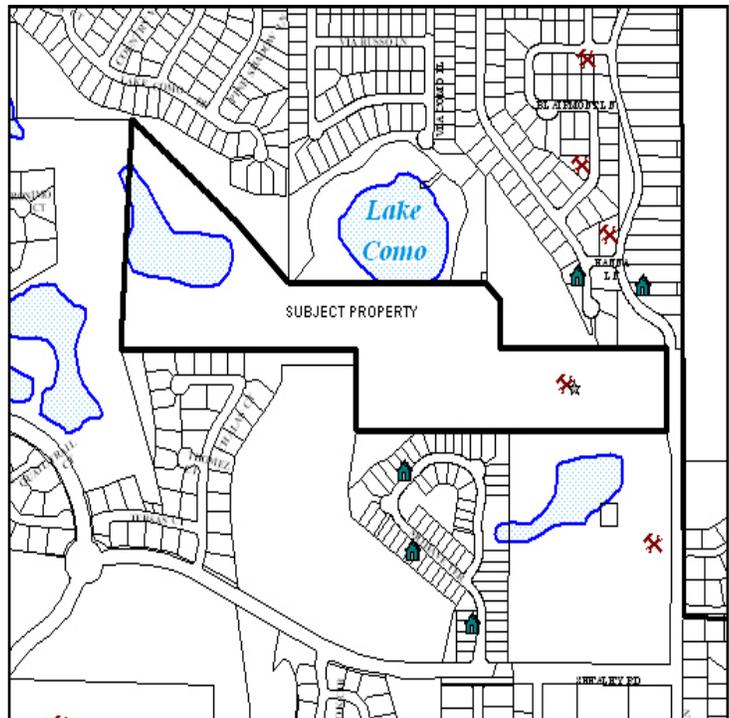
FROM: Steve Noto

SUBJECT: Ordinance No. 1482 - Revision to the Final Planned Unit Development (PUD) and Developer's Agreement for the Lake Mary Preparatory School, 650 Rantoul Lane, and the Junior Academy, 140 E. Wilbur & 143 E. Lake Mary Avenue; Stuart Buchanan for Lake Mary Real Estate, LLC, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)

**REFERENCE:** City Code of Ordinances, Comprehensive Plan, Amended Developer's PUD Agreement for the Lake Mary Preparatory School Phase II

**COORDINATION:** Development Review Committee

**REQUEST:** The applicant is requesting approval of a revision to the Final PUD Master Plan and Developer's Agreement for the existing Lake Mary Preparatory School, which includes the following properties: 650 Rantoul Lane, 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue. The intent of the proposed PUD amendment is to separate the Wilbur Avenue and Lake Mary Avenue properties from the Rantoul Lane property.



As a separate but related item, the PUD zoning designation of the Wilbur Avenue and Lake Mary Avenue properties will be revised to GU, Government Use.

## **DISCUSSION:**

**Location:** The main campus of Lake Mary Preparatory School is located at 650 Rantoul Lane, which is south of County Road 46A and north of Shealey Road. The Junior Academy is located at 140 E. Wilbur and the vacant property adjacent to the Junior Academy is located at 143 E. Lake Mary Avenue. The Junior Academy and vacant property are located east of Country Club Road and west of Second Street.

**Background:** The existing Lake Mary Preparatory School PUD consists of 21.26 acres. Phase I of the PUD Master Plan was developed in 1998 and Phase II was developed in 2003 and 2004.

**History:** In October 1998, the City Commission adopted Ordinance No. 902, which established the PUD of the Lake Mary Preparatory School, located at 650 Rantoul Lane.

On March 21, 2002 the City Commission approved the Phase II Development Agreement for the addition of the necessary recreational and performing arts facilities to support the school. Also, the agreement increased the student population from 500 to 800 students for pre-school through 12<sup>th</sup> grade.

On September 22, 2005 the City Commission approved the placement of three temporary modular classrooms on the subject property with the condition that the classrooms needed to be removed by the issuance of the Certificate of Occupancy for the final school building, or September 30, 2008, whichever occurs first.

In 2008, Lake Mary Real Estate, LLC purchased these three properties. Lake Mary Real Estate, LLC is affiliated with the Ameritas Corporation, which owns and operates private schools worldwide. Representatives approached the City about the possibility of converting the Junior Academy into student housing.

On May 21, 2009, the Lake Mary City Commission adopted Ordinance No. 1321, which expanded the Lake Mary Preparatory School PUD to include the properties located at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue.

Although the Wilbur Avenue property was developed as a dormitory, it was determined to be too small for the school's ultimate plans. In light of this, Lake Mary Real Estate, LLC acquired property on Sand Pond Road, which was developed into dormitory space and currently houses students. The building at 140 E. Wilbur Avenue is vacant.

Currently, the City of Lake Mary has purchased the 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue properties from Lake Mary Real Estate, LLC. The City proposes to utilize the existing building on Wilbur Avenue as a community center. The function of the community center is to provide space for meetings. Currently, there are twenty-five (25) parking spaces on the Wilbur Avenue property, which shall be utilized for events at the

community center. The property on Lake Mary Avenue is vacant and, at this time, there are no immediate plans to develop it.

**Parcel A**

Zoning

NW PUD & R-3	N PU D, R- 2 & R-3	NE Sanford
W PUD, R- 2 & R-3	SITE PUD	E Sanford
SW PUD	S PUD	SE Sanford

Land Use

NW MDR	N MDR	NE Sanord
W MDR	SITE PUB	E Sanford
SW LDR & REC	S LDR & REC	SE Sanford

**Parcels B&C**

Zoning

NW REC & R-2 & R- DC	N R-2 & R- 1A	NE R-1A & C-1
W C-1 & R-2	SITE PUD	E C-1 & R- -1 A
SW C-1	S DC, C-1 & R-1A	SE C-1

Land Use

NW DDD	N DDD	NE DDD
W DDD	SITE DDD	E DDD
SW DDD	S DDD	SE DDD

**CRITERIA FOR REZONING:**

**Preliminary/Final PUD Plan Analysis:** As required by Section 154.61 of the City’s Code of Ordinances, a PUD must have a minimum of 5 acres. The existing PUD contains a total of 22.37 acres. With the deletion of the Wilbur Avenue and Lake Mary Avenue properties, the PUD will contain a total of 21.3 acres, which exceeds the minimum requirements for a PUD outside of the Downtown.

If approved, the Lake Mary Preparatory School PUD shall be comprised of the main campus, located at 650 Rantoul Lane. The attached Developer’s Agreement has been revised to delete any reference to the properties at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue.

The proposed revision to the Lake Mary Preparatory School PUD does not change the zoning for the Wilbur Avenue and Lake Mary Avenue properties. Until the City takes additional action, they still retain PUD zoning. In the Downtown, the minimum size of a PUD is 2 acres. The Wilbur Avenue and the Lake Mary Avenue properties contain a total of 1.07 acres, which does not comply with the minimum requirement of Section 154.61. In

light of this, the City proposes to revise the zoning designation of these properties from PUD to GU, Government Use. This shall be addressed separately.

ITEM No. A:
<b><i>The need and justification for the change;</i></b>
FINDINGS OF FACT:
Need: The proposed sale of the subject property to the City of Lake Mary and intended use of the Wilbur Avenue and Lake Mary Avenue properties as a community center is the justification for the revision of the Lake Mary Preparatory School PUD.

ITEM B:
<b><i>The effect of the change, if any, on the particular property and on surrounding properties;</i></b>
FINDINGS OF FACT:
a. The proposed revision to the Lake Mary Preparatory School PUD should not have an adverse impact upon surrounding properties.

ITEM C:
<b><i>The amount of undeveloped land in the general area and in the city having the same classification as that requested;</i></b>
FINDINGS OF FACT:
General Area: Within the Downtown, the only other property having PUD zoning is the Station House site, located at the intersection of 1 <sup>st</sup> Street/Palmetto Street and Old Lake Mary Road/Crystal Lake Avenue. Outside of the Downtown, approximately 25% of the total area is zoned PUD.

ITEM D:

*The relationship of the proposed amendment to the purpose of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purpose of the chapter [Chapter 154 – Zoning Code] and the comprehensive plan.*

**FINDINGS OF FACT:**

**FINDINGS OF FACT** –Based upon the Findings of Fact A through D above, it is recommended that the City Commission approve the revisions to the Final Lake Mary Preparatory School PUD Master Development Plan and Developer's Agreement.

**PLANNING AND ZONING BOARD:** At their regular February 12, 2013 meeting, the P&Z voted unanimously to recommend that the City Commission take action to revise the Lake Mary Preparatory School PUD, separating the properties located at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue from the main campus.

**ATTACHMENTS:**

- Ordinance
- Location Map
- Land Use Map
- Zoning Map
- Aerials
- Minutes

## ORDINANCE NO. 1482

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE EXISTING LAKE MARY PREPARATORY SCHOOL PLANNED UNIT DEVELOPMENT (PUD AGREEMENT), TO INCLUDE ONLY THE MAIN CAMPUS OF LAKE MARY PREPARATORY SCHOOL, LOCATED AT 650 RANTOUL LANE AND TO REMOVE FROM THE PUD AGREEMENT PROPERTIES LOCATED AT 140 E. WILBUR AVENUE AND 143 E. LAKE MARY AVENUE, PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, on May 21, 2009, the Lake Mary City Commission adopted Ordinance No. 1321, which joined the property of 140 E. Wilbur Avenue and the property of 143 E. Lake Mary Avenue with the property located at 650 Rantoul Lane all to be governed by the Lake Mary Preparatory School PUD Agreement; and

**WHEREAS**, the properties comprising the Lake Mary Preparatory School are owned by Lake Mary Real Estate, LLC; and

**WHEREAS**, Lake Mary Real Estate, LLC sold the properties located 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue to the City for a community center; and

**WHEREAS**, the properties at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue will no longer be used for education purposes associated with the Lake Mary Preparatory School; and

**WHEREAS**, Stuart Buchanan, acting as agent for Lake Mary Real Estate, LLC, has petitioned the City of Lake Mary, Florida, to revise the adopted PUD Agreement to remove the properties located at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue from the Lake Mary Preparatory School PUD Agreement, and these two properties will be subsequently rezoned; and

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, held a duly noticed public hearing on the proposed amendment to the PUD Agreement 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 properties to PUD, Planned Unit Development; and

**WHEREAS**, the Planning and Zoning Board and City Staff have recommended approval of this Ordinance at its February 12, 2013 meeting; and

**WHEREAS**, the City finds that said requested amendment 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 amends the Lake Mary Preparatory School PUD Agreement, by removing the properties located at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue from the Lake Mary Preparatory School PUD Agreement. All other provisions of the PUD Agreement shall remain the same. The amended PUD Agreement is attached hereto as Exhibit "A" and incorporated therein.

Section 2. 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 show that only 650 Rantoul Lane is governed by the amended PUD Agreement.

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

Section 4. 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 5.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: March 7, 2013

SECOND READING: March 21, 2013

**PASSED AND ADOPTED this 21<sup>st</sup> 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

**ATTACHMENT “A”  
AMENDED PUD AGREEMENT**

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR LEARNING UNLIMITED INTERNATIONAL SCHOOL  
PHASE II

**THIS THIRD AMENDMENT** to Development Agreement for Learning Unlimited International School Phase II (hereinafter “Third Amendment”) is made the last date signed below by the parties, by and between **THE CITY OF LAKE MARY**, P.O. Box 958445, Lake Mary, FL 32795-8445, (hereinafter “City”) and **LAKE MARY REAL ESTATE, LLC** a Delaware limited liability company, 630 Dundee Road, Ste. 400, Northbrook, IL 60062 (hereinafter “Owner”).

WITNESSETH:

**WHEREAS**, in or about 1997, Owners predecessor in title applied for and was granted permission, in accordance with that Development Agreement dated May 6, 1998 (as amended), recorded in Official Record Book 3427, Page 0263, of the public records of Seminole County, Florida, to construct a private school serving grades K through 8 (hereinafter “Development Agreement I”); and

**WHEREAS**, in or about 2002, Owner’s predecessor in title, applied for and was granted permission, in accordance with that Development Agreement for Learning Unlimited International School Phase II, dated May 16, 2002, recorded in Official Record Book 04413, Page 0380, of the public records of Seminole County, Florida, to expand the school to include grades 9 through 12 and construct additional school-related buildings (hereinafter “Development Agreement – Phase II”); and

**WHEREAS**, in or about 2005, Owner’s predecessor in title, applied for and was granted permission, in accordance with that First Amendment to Development Agreement for Learning Unlimited International School Phase II, dated April 14, 2006, recorded in Official Record Book 6220, Page 1400, of the public records of Seminole County, Florida, to use three (3) modular class rooms on a temporary basis (hereinafter “First Amendment”); and

**WHEREAS**, as of 2006 the Development Agreement – Phase I, Development Agreement – Phase II, and First Amendment, applied exclusively to the Lake Mary Preparatory School’s main campus, the legal description of which is specifically defined in Exhibit “A” (hereinafter “Main Campus”); and

**WHEREAS**, on or about July 17<sup>th</sup>, 2007, Owner purchased from William M. Alcott and Pounh M. Alcott the Main Campus together with that land described in Exhibit “B” (hereinafter

“Dormitory Site”), pursuant to that Warranty Deed recorded in Official Records Book 6767, Pages 553 through 559, in the Public Records of Seminole County, Florida which conveyed both the Main Campus and Dormitory Site; and

**WHEREAS**, in or about 2009, Owners applied for and were granted permission, in accordance with that Second Amendment to Development Agreement for Learning Unlimited International School Phase II, dated May 21st, 2009, recorded in Official Record Book 07192 , Pages 0242 through 0272 (inclusive of adopting City Ordinance), of the public records of Seminole County, Florida, which added the Dormitory Site to the Main Campus’ Planned Unit Development and allowed the Dormitory Site to be used for residential housing of students attending school at the Main Campus (hereinafter “Second Amendment”); and

**WHEREAS**, as of 2009 the Development Agreement – Phase I, Development Agreement – Phase II, First Amendment and Second Amendment (collectively defined hereinafter as “Existing Development Agreements”), applied to both the Main Campus and the Dormitory Site; and

**WHEREAS**, the Owner and City have entered into a Contract for Purchase and Sale for the Dormitory Site; and

**WHEREAS**, City and Owner are in agreement that the Existing Development Agreements should be amended, as provided more specifically herein, to remove the Dormitory Site from the Planned Unit Development/Existing Development Agreements and leave the Planned Unit Development/Existing Development Agreements unchanged as they apply to the Main Campus.

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein fully by this reference.

**Section 2. Amendment.** The parties agree to amend Section 2 of the previously defined Second Amendment, to delete the following provisions in their entirety:

**Section 2.16 - Student Dormitory**, subsections (1), (2), (3) and (4).

**Section 3.** Remaining Terms and Conditions. All other terms and conditions contained within the Existing Development Agreements not specifically deleted herein shall remain in full and continuing effect as applied to the Main Campus, including without limitation Second Amendment, Section 2.15.

**Section 4. Effective Date.** This Amended Agreement shall take effect and be binding on the date this Amended Agreement is approved by and signed by all parties hereto.

FIRST PUBLIC HEARING: \_\_\_\_\_

SECOND PUBLIC HEARING: \_\_\_\_\_

Passed and adopted by the City Commission of the City of Lake Mary, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed, sealed and executed by each party on the date hereinafter set forth.

ATTEST:

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
Carol A. Foster, City Clerk

By: \_\_\_\_\_, Mayor

For the use and reliance of the City of Lake Mary only. Approved as to form and legal sufficiency

\_\_\_\_\_  
, City Attorney

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2013 by \_\_\_\_\_, Mayor, who did not take an oath and who is personally known to me.

\_\_\_\_\_  
Notary Public—State of Florida  
Affix Commission Stamp & Seal

**LAKE MARY REAL ESTATE, LLC**  
a Delaware limited liability company

By: Lake Mary Holdings, LLC, a Delaware limited liability company, as managing member.

By: Meritas, LLC, a Delaware limited liability company, as managing member.

By: \_\_\_\_\_  
William Spruce  
Senior Vice President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by William Spruce, as Senior Vice President of Meritas, LLC, the managing member of Lake Mary Real Estate, LLC, a Delaware limited liability company, on behalf of said companies. He is personally \_\_\_\_\_ known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public—State of Florida

\_\_\_\_\_  
Print Name  
Affix Commission Stamp & Seal

**EXHIBIT "A"**  
**LEGAL DESCRIPTION – MAIN CAMPUS**

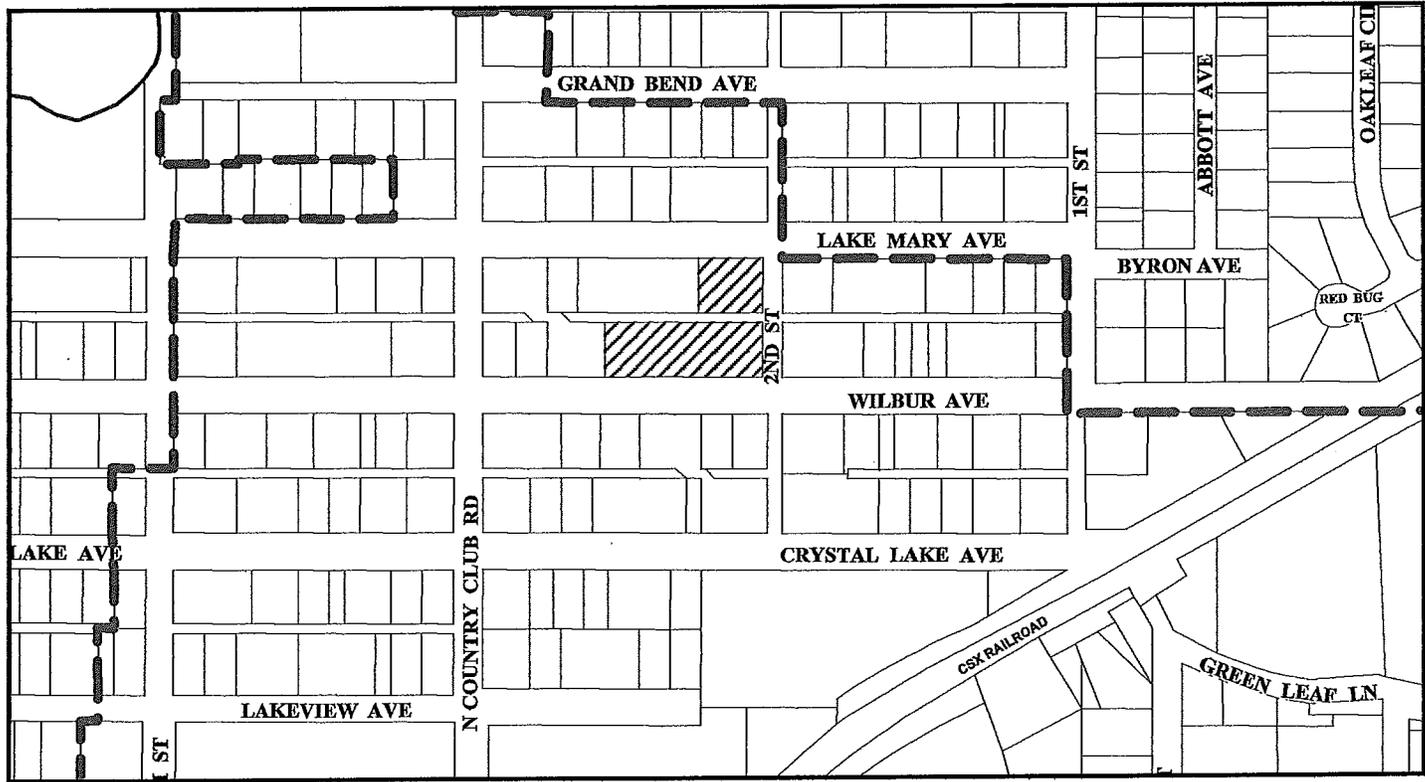
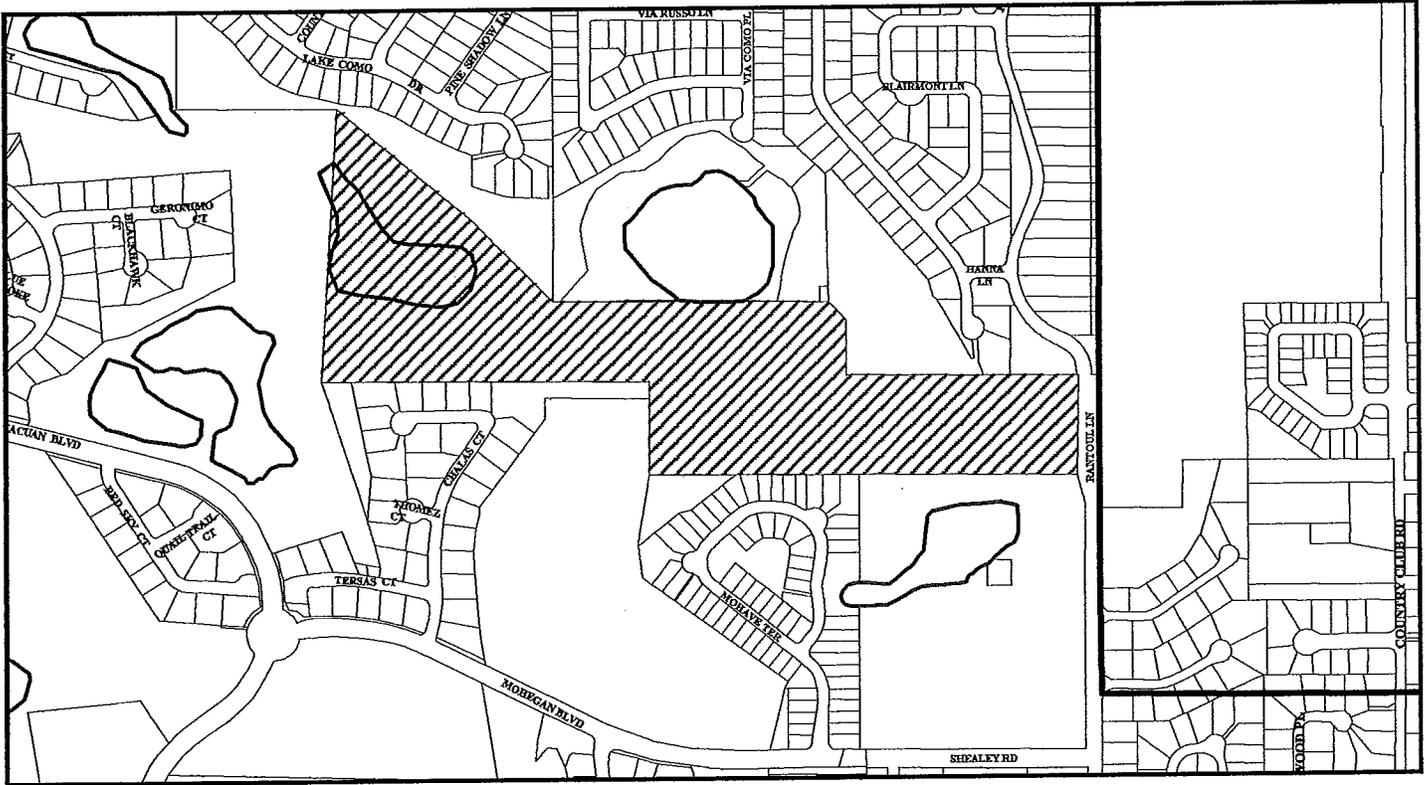
SEC 4 TWP 20S RGE 30E BEG 400 FT S & 60 FT W OF NE CORNER OF SW  $\frac{1}{4}$  RUN W  
1655.35 FT N 400 FT W 1321.57 FT N 1201.16 FT S 49 DEG 48 MIN 15 SEC E 1295.1 FT E  
1190.11 FT S 263.05 FT E 1025.75 FT S 450 FT TO BEG (LESS RD)

**EXHIBIT "B"**  
**LEGAL DESCRIPTION – 140 E. WILBUR AVENUE**  
**AND**  
**143 E. LAKE MARY AVENUE**

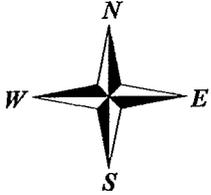
LEGAL SEC 09 TWP 20S RGE 30E BEG NE CORNER OF PARK IN BLK 22 CRYSTAL LAKE WINTER HOMES SUBD RUN E 328 FT S 116 FT W 328 FT N 116FT TO BEG

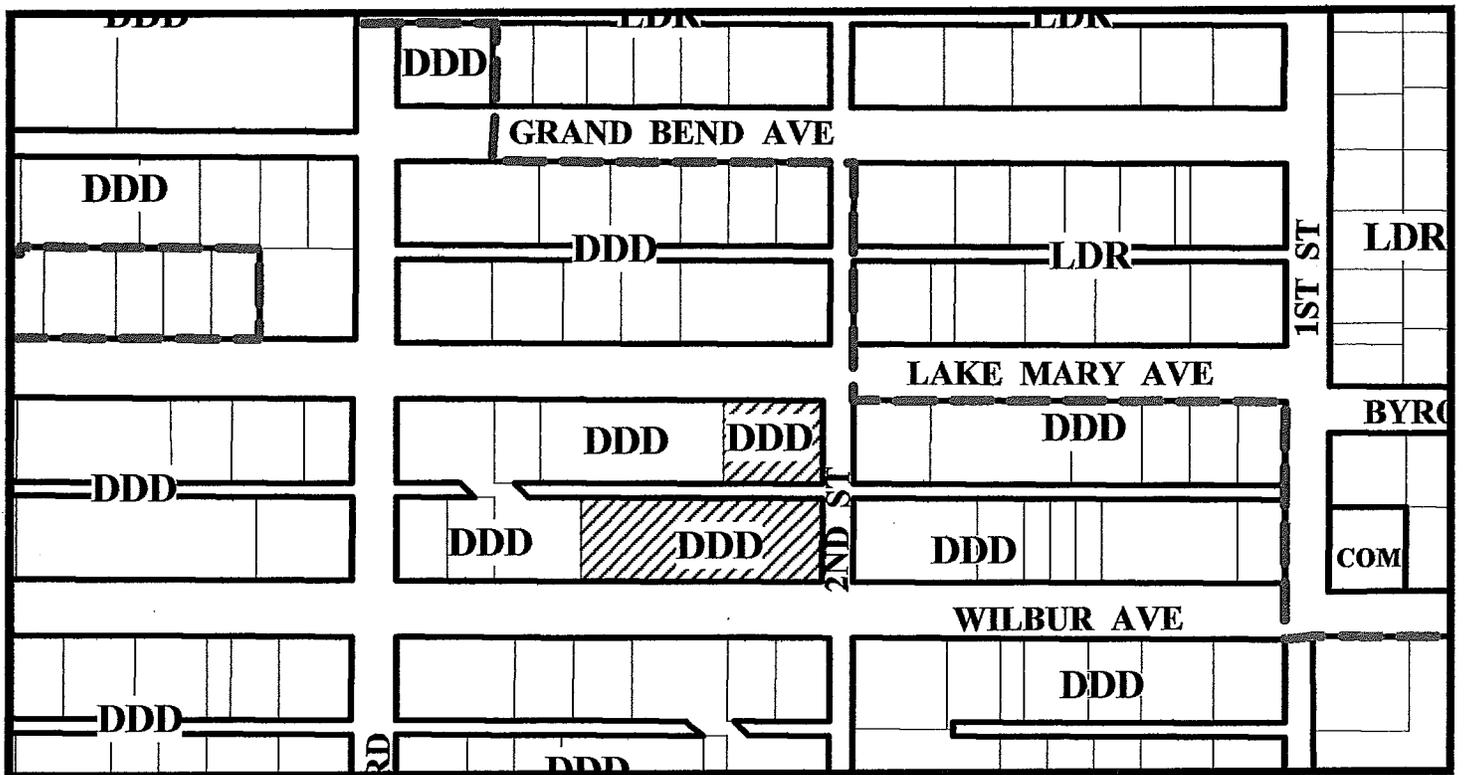
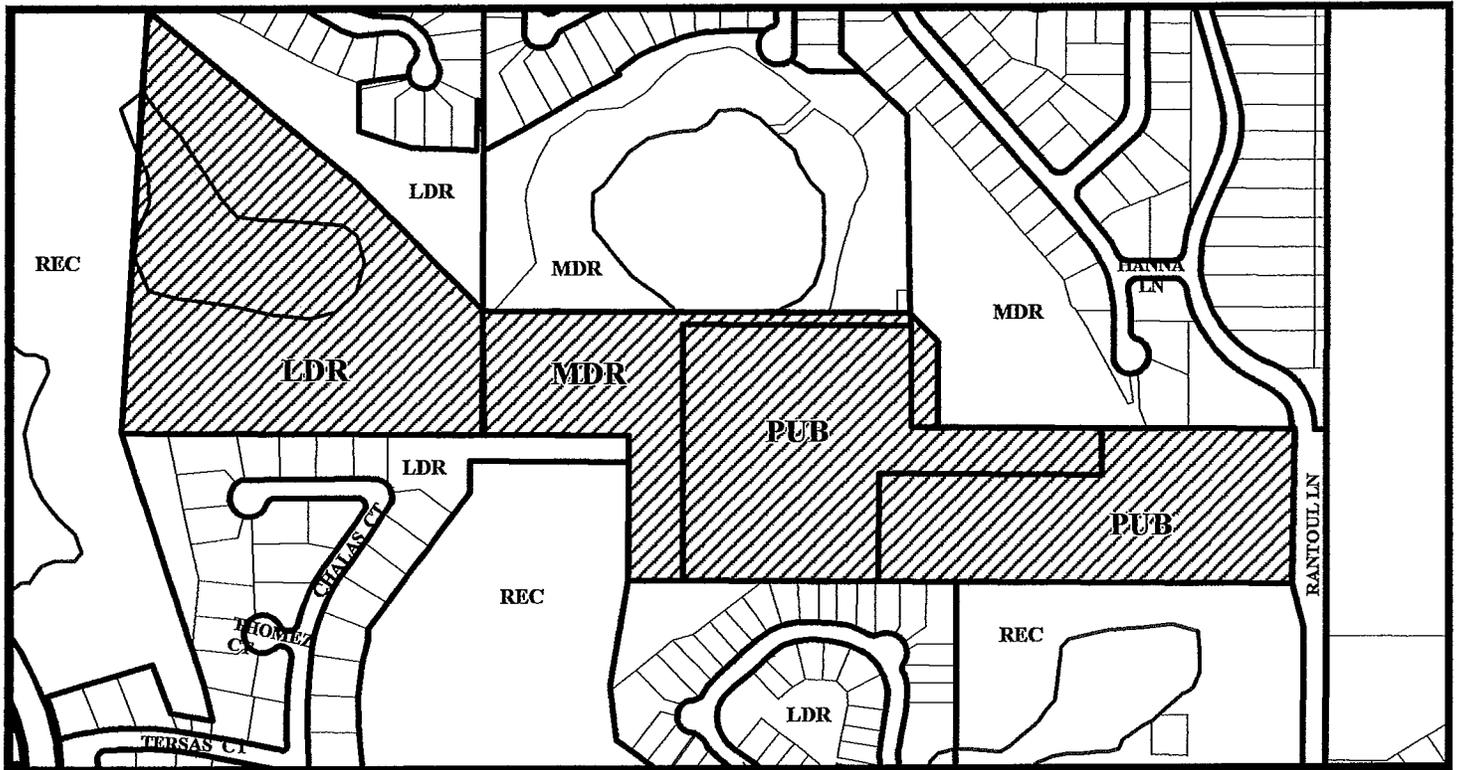
PLUS

LEG LOTS 15, 16, 17, 18 AND PT VACD ST ON E OF LOT 18 BLK 22 CRYSTAL LAKE WINTER HOMES SUBD, PER PLAT BOOK 2, PAGE 115 OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA.



# Location Map Lake Mary Prep

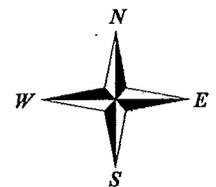


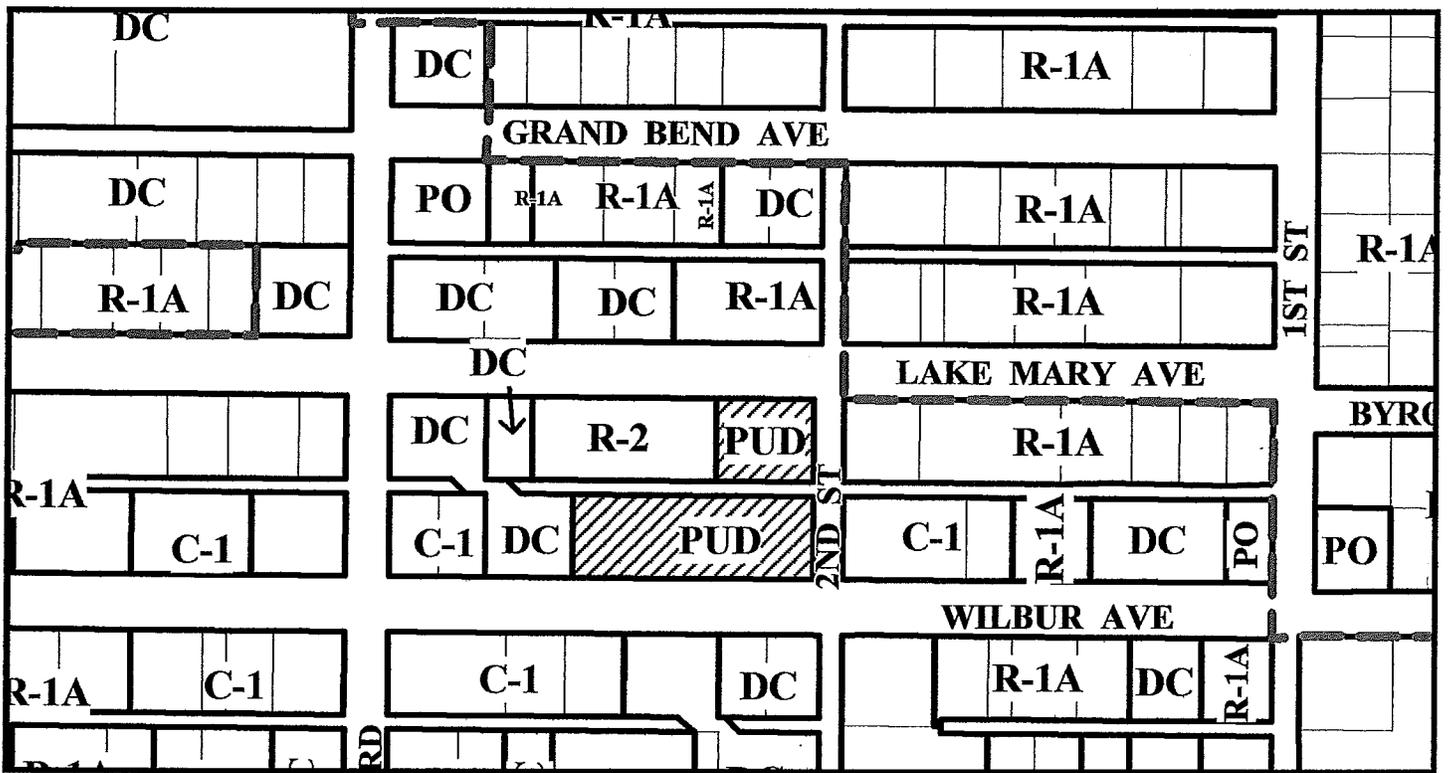
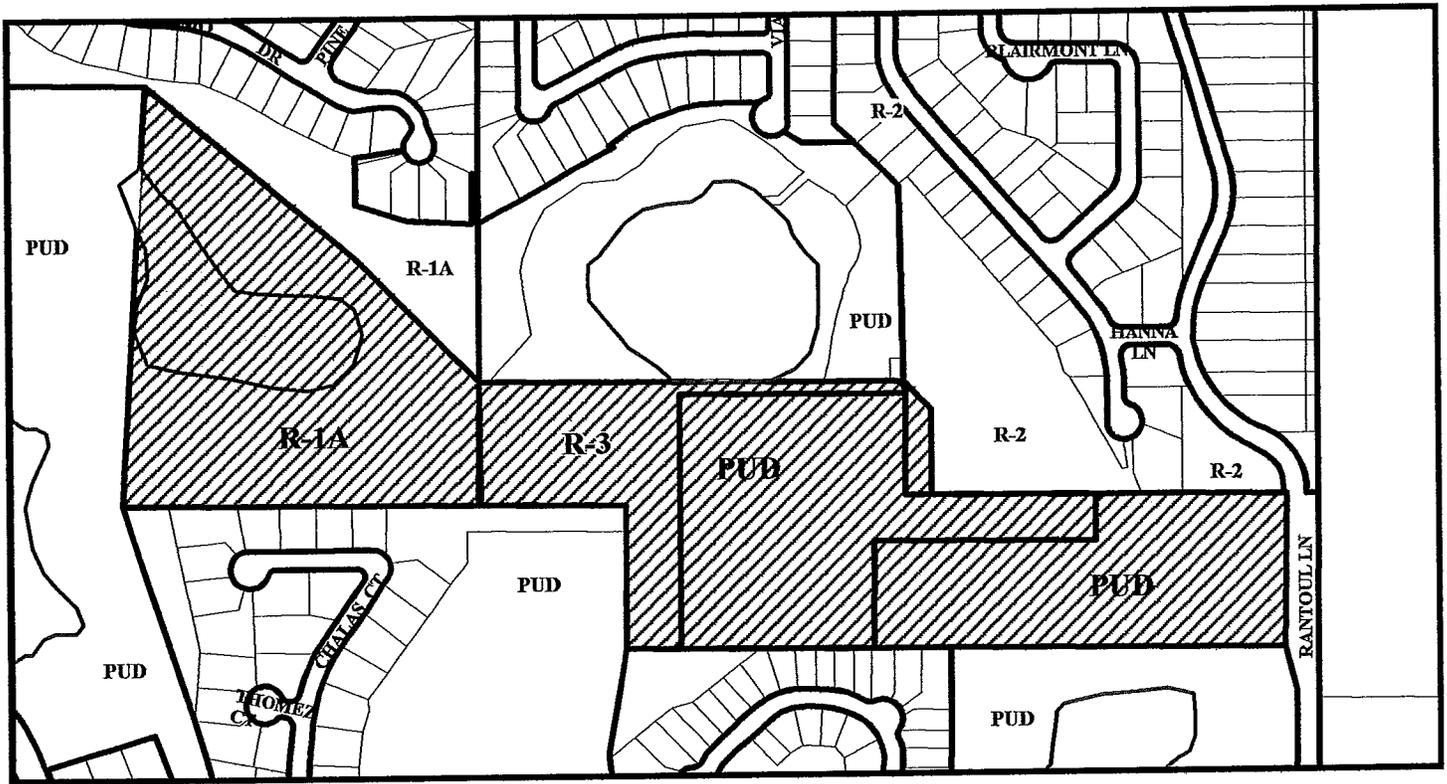


## Future Land Use Map



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

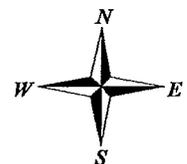




## Zoning Map



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





E. Lake Mary Ave.



2nd Street

E. Wilbur Ave.



1 D. 2012-RZ-07: Recommendation to the City Commission regarding a revision to  
2 the Final Planned Unit Development (PUD) and Developer's Agreement for the  
3 Lake Mary Preparatory School, 650 Rantoul Lane, and the Junior Academy,  
4 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida; Applicant: Stuart  
5 Buchanan for Lake Mary Real Estate, LLC  
6

7 E. 2012-RZ-08: Recommendation to the City Commission regarding a change in  
8 zoning from Planned Unit Development (PUD) to Government Use (GU), for the  
9 two properties located at 140 Wilbur & 143 Lake Mary Avenue, Lake Mary,  
10 Florida; Applicant: City of Lake Mary/Community Development Department  
11

12 Gary Schindler, City Planner, presented Items D. and E. simultaneously. A  
13 Location Map was on the overhead projector. He said, the properties on 140 E.  
14 Wilbur and 143 E. Lake Mary Avenue are joined to the main campus of Lake  
15 Mary Prep. because of the PUD. The City did that in 2009 because Lake Mary  
16 Prep. said we have lots and lots of foreign students and we need dormitory  
17 space. We said we are all for your growth and expansion. And the way we feel  
18 that would be done best would be to link those properties to the main campus as  
19 a part of the PUD and then they constructed dormitories at this location. Well,  
20 come to find out, the property just wasn't large enough for their ultimate goals  
21 and expansion plans.  
22

23 Chairman Hawkins interjected asking, which property wasn't large enough?  
24

25 Mr. Schindler replied, the Wilbur Avenue property and the Lake Mary Avenue  
26 property. The Lake Mary Avenue property is undeveloped now. There was a  
27 home on it at one time and it's been demolished. It's just now maintained and –  
28 you know, bushes, trees, and grass.  
29

30 Mr. Schindler stated, the other is the site of the Junior Academy and that building  
31 is currently unused. Lake Mary Prep. purchased property on Sand Pond Road  
32 and developed a very nice dormitory complex at the intersection of Sand Pond  
33 and Greenwood.  
34

35 Mr. Schindler said that the City has purchased these two properties and we plan  
36 to develop them into a community center. And here tonight we have Bryan Nipe,  
37 Parks and Recreation Director, to answer any questions you may have  
38 concerning the Community Center. But, what we have to do now since, one, it is  
39 no longer owned by the school and, two, the City has no intention of using it for  
40 dormitories or educational purposes, we need to separate these two. We need  
41 to separate these properties from the main campus. And you can see that here  
42 is the main campus property (indicating to overhead projector) and then here is  
43 the Wilbur and Lake Mary Avenue properties (indicating to overhead projector).

DRAFT

1 Mr. Schindler stated, so, that is what the first item does. It doesn't change  
2 anything on the main campus.

3  
4 **TAPE 1, SIDE B**

5  
6 Chairman Hawkins questioned, so, a PUD goes with the property no matter  
7 where it is?

8  
9 Mr. Schindler answered, yes. It is a specialized zoning. It is a legal form of  
10 contract zoning. So, since it is no longer a part of the school, we need to  
11 separate it out from the school. That is what the first application involves.

12  
13 Mr. Schindler concluded his presentation on Application No. 2012-RZ-07 by  
14 saying, based upon the Findings of Fact A through D listed in the Staff Report,  
15 staff recommends approval of the revisions to the Final Lake Mary Preparatory  
16 School PUD Master Plan and Developer's Agreement.

17  
18 Mr. Schindler said, so, that is the first one. Now, if you recommend approval for  
19 that, then we are going to end up needing to address the Wilbur Avenue and  
20 Lake Mary Avenue properties. He put a black and white aerial of the subject  
21 property that is attached to the Staff Report on the overhead projector. He  
22 indicated where the Junior Academy/Lake Mary Avenue properties are located.  
23 He stated, you can see that the Lake Mary Avenue property is very heavily  
24 wooded. They still have PUD designation, but there is no developer's  
25 agreement. It is kind of just like an empty basket waiting to be filled. So, what  
26 we want to do is we want to change the PUD designation to Government Use. A  
27 community center is a government use and Government Use zoning would be  
28 appropriate.

29  
30 Mr. Schindler concluded his presentation on Application No. 2012-RZ-08 by  
31 saying, based upon the Findings of Fact A through D listed in the Staff Report, it  
32 is recommended that the existing PUD (Planned Unit Development) zoning  
33 designation of the properties at 140 E. Wilbur Avenue and 143 E. Lake Mary  
34 Avenue be revised to the GU (Government Use) zoning designation.

35  
36 Chairman Hawkins asked, so, the plans are to turn that building into a community  
37 center?

38  
39 Mr. Schindler responded, yes, indeed.

40  
41 Member Cartmill questioned, what are the plans for the other property?

42  
43 Mr. Schindler replied, nothing at this time.

1 Member Cartmill asked, is there enough parking on the community center site to  
2 handle...

3  
4 Mr. Schindler interposed answering, that is an issue that will be addressed. It is  
5 recognized as an ongoing issue and will be addressed within the confines of the  
6 Downtown. And it is very likely that, in time, the Lake Mary Avenue property may  
7 be developed as parking.

8  
9 Chairman Hawkins requested the Applicant come forward and address the  
10 Board.

11  
12 Stuart Buchanan, Esquire, with the law firm of Swann, Hadley, Stump, Dietrich &  
13 Spears, 1031 W. Morse Boulevard, S. 350, Winter Park, Florida 32789, came  
14 forward in favor of the proposed 2012-RZ-07.

15  
16 Chairman Hawkins questioned Mr. Buchanan if he had anything further to add.

17  
18 Mr. Buchanan responded, I have nothing further to add.

19  
20 Chairman Hawkins asked staff if they had anything further to add.

21  
22 Bryan Nipe, City of Lake Mary Parks & Recreation Director, replied, I have  
23 nothing to add, but if you have any questions about the use...

24  
25 Chairman Hawkins interjected, that's all right. He has nothing to add. Do you  
26 have any questions about the use?

27  
28 Mr. Schindler responded negatively.

29  
30 Chairman Hawkins opened the hearings to public comment on Items D. and E.  
31 Hearing none, he closed that portion and entertained board discussion and/or  
32 motions.

33  
34 **MOTION:**

35  
36 **Member Cartmill moved to recommend approval to the City Commission**  
37 **the request by Stuart Buchanan for Lake Mary Real Estate, LLC, regarding a**  
38 **revision to the Final Planned Unit Development (PUD) and Developer's**  
39 **Agreement for the Lake Mary Preparatory School, 650 Rantoul Lane, and the**  
40 **Junior Academy, 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida,**  
41 **consistent with staff's Findings of Fact listed in the Staff Report. Member**  
42 **Schofield seconded the motion, which carried unanimously 5-0.**

DRAFT

1           **MOTION:**

2  
3           **Member Cartmill moved to recommend approval to the City Commission**  
4           **the request by City of Lake Mary/Community Development Department**  
5           **regarding a change in zoning from Planned Unit Development (PUD) to**  
6           **Government Use (GU), for the two properties located at 140 Wilbur & 143**  
7           **Lake Mary Avenue, Lake Mary, Florida, consistent with staff's Findings of**  
8           **Fact listed in the Staff Report. Member Schofield seconded the motion,**  
9           **which carried unanimously 5-0.**

10  
11           Juan (John) A. Omana, Jr., Community Development Director, announced these  
12           items will be moving forward to the City Commission meeting of March 7, 2013.  
13  
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**QUASI-JUDICIAL SIGN-IN SHEET**

2/12, 2013  
P+2 MEETING  
(please print)

**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** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

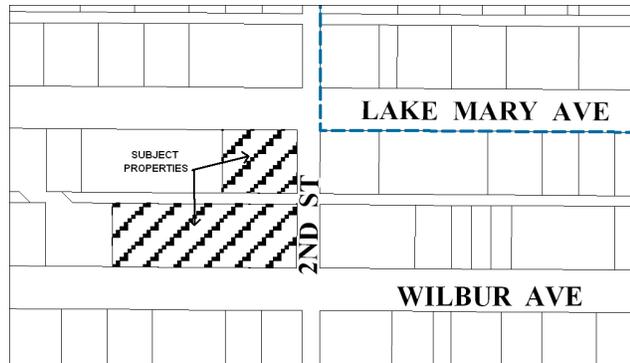
FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1483 - Rezoning from Planned Unit Development (PUD) to Government Use (GU), for properties located at 140 E. Wilbur & 143 E. Lake Mary Avenue - First Reading (Public Hearing (Gary Schindler, City Planner)

**REFERENCE:** City Code of Ordinances and Comprehensive and the amended Lake Mary Preparatory School Phase II PUD

**COORDINATION:** Development Review Committee

**REQUEST:** The applicant is requesting approval of the GU zoning designation for properties located at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue.



### **DISCUSSION:**

Location: The 140 E. Wilbur Avenue property is located on the NW corner of East Wilbur Avenue and 2<sup>nd</sup> Street. The 143 E. Lake Mary Avenue property is located on the SW corner of East Lake Mary Avenue and 2<sup>nd</sup> Street.

Background: The two properties contain a total of +/- 1.07 acres.

History: When the two properties were incorporated into the Lake Mary Preparatory School PUD, they had C-1, General Commercial, zoning. The Wilbur Avenue property was developed and had been previously utilized as a school and day care operation. Subsequently, this property was redeveloped into student housing. Currently, the building is vacant.

On May 21, 2009, the Lake Mary City Commission adopted Ordinance No. 1321, which incorporated the two subject properties into the Lake Mary Preparatory School PUD for the purpose of utilizing the properties as student housing. The existing Wilbur Avenue property was converted to a dormitory; however, it was determined to be too small for the school's ultimate plans. A dormitory was constructed elsewhere in the City and the building at 140 E. Wilbur Avenue became vacant.

The City of Lake Mary has purchased the E. Wilbur Avenue and E. Lake Mary Avenue properties from Lake Mary Real Estate, LLC. The City proposes to use the Wilbur Avenue property for a community center. Currently, there are twenty (20) parking spaces on the Wilbur Avenue property, which shall be utilized for events at the community center.

At this time, the City has no plans to develop the Lake Mary Avenue property.

Wilbur Avenue and Lake Mary Avenue Parcels C

Zoning		
NW REC & R-2 DC	N & R-1A	NE R-1A & C-1
W C-1 & R-2	SITE PUD	E C-1 & R-1A
SW C-1	S DC, C-1 & R-1A	SE C-1

Land Use		
NW DDD	N DDD	NE DDD
W DDD	SITE DDD	E DDD
SW DDD	S DDD	SE DDD

**CRITERIA FOR REZONING:**

**Preliminary/Final PUD Plan Analysis:** As required by Section 154.61 of the City's Code of Ordinances, a PUD within the Downtown shall have a minimum of 2 acres. The Wilbur Avenue and the Lake Mary Avenue properties contain a total of 1.07 acres; therefore, they do not comply with the minimum requirement of a PUD.

ITEM No. A:
<b><i>The need and justification for the change;</i></b>
FINDINGS OF FACT:
Need: The 1.07 acre size of the Wilbur Avenue and Lake Mary Avenue properties does not meet the 2 acre minimum for a PUD within the Downtown. In light of this, the existing PUD zoning classification needs to be amended. The proposed use of the properties for City related activities supports the proposed GU, Government Use, zoning category.

ITEM B:
<b><i>The effect of the change, if any, on the particular property and on surrounding properties;</i></b>
FINDINGS OF FACT:
Government uses are common within the Downtown. City Hall, the police station, fire station and Events Center are all located within the Downtown. In light of this, the proposed GU zoning classification should not have an adverse impact upon surrounding properties.
ITEM C:
<b><i>The amount of undeveloped land in the general area and in the city having the same classification as that requested;</i></b>
FINDINGS OF FACT:
General Area: Within the Downtown, there is no land that has the GU zoning classification. Within the entire City, Gateway Plaza has the GU zoning classification, which comprises less than 1% of the total area of the City.

ITEM D:

***The relationship of the proposed amendment to the purpose of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purpose of the chapter [Chapter 154 – Zoning Code] and the comprehensive plan.***

**FINDINGS OF FACT:**

Comprehensive Plan: The Future Land Use designation for the Wilbur Avenue and Lake Mary Avenue properties is Downtown Development District (DDD). According to Table GOP-1 Future Land Use/Zoning Compatibility Chart of the Comprehensive Plan GU (Government Use) zoning is consistent with the existing future land use designations.

Chapter 154- Zoning Code: The intended use of the subject property as a community center is compatible with the existing uses around the subject properties.

Relationship to City Code: The request is consistent with the Comprehensive Plan and the City Code of Ordinances.

**FINDINGS OF FACT** –Based upon the Findings of Fact A through D above, it is recommended that the existing PUD, Planned Unit Development, zoning designation of the properties at 140 E. Wilbur Avenue and 143 E. Lake Mary Avenue be revised to the GU, Government Use, zoning designation.

**LEGAL DESCRIPTIONS:**

LEGAL SEC 09 TWP 20S RGE 30E BEG NE CORNER OF PARK IN BLK 22 CRYSTAL LAKE WINTER HOMES SUBD RUN E 328 FT S 116 FT W 328 FT N 116FT TO BEG

PLUS

LEG LOTS 15, 16, 17, 18 AND PT VACD ST ON E OF LOT 18 BLK 22 CRYSTAL LAKE WINTER HOMES SUBD, PER PLAT BOOK 2, PAGE 115 OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA.

**PLANNING AND ZONING BOARD:** At their regular February 12, 2013 meeting, the P&Z voted unanimously to recommend the proposed GU, Government Use, zoning for the above referenced properties.

**ATTACHMENTS:**

- Ordinance
- Location Map
- Land Use Map
- Zoning Map
- Aerials
- Minutes

**ORDINANCE NO. 1483**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE CITY OF LAKE MARY OFFICIAL ZONING MAP BY REZONING TWO PROPERTIES WITHIN THE CITY OF LAKE MARY, LOCATED AT 140 EAST WILBUR AVENUE AND 143 EAST LAKE MARY AVENUE, MORE FULLY DESCRIBED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT, TO GU, GOVERNMENT USE, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the City of Lake Mary, applicant, has petitioned to rezone the properties located on the northwest corner of E. Wilbur Avenue and 2<sup>nd</sup> Street and on the southwest corner of E. Lake Mary Avenue and 2<sup>nd</sup> Street, within the City of Lake Mary, Florida, which are currently in a zoning district of PUD, Planned Unit Development, and have the designations of DDD, Downtown Development District, in the City's Comprehensive Plan; and

**WHEREAS**, on March 21, 2013, the City Commission adopted Ordinance No. 1482, which deleted the subject properties from the Lake Mary Preparatory School PUD, and

**WHEREAS**, the area of the two above referenced subject properties equal +/- 1.07 acres, and

**WHEREAS**, the minimum area for a PUD within the DDD, Downtown Development District, land use designation is 2 acres, and

**WHEREAS**, the City of Lake Mary has purchased the two above referenced properties and proposes to use them as a community center, 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 that it promotes the health and general welfare of the citizens of Lake Mary, Florida, to rezone the above described subject properties to GU, Government Use; and

**WHEREAS**, at their regular February 7, 2013 meeting, the City of Lake Mary Planning and Zoning Board voted to recommend the proposed GU zoning.

**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, hereby rezones the subject properties described in Attachment "A" from their present zoning classification of PUD, Planned Unit Development, to GU, Government Use.

**Section 2.** 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 properties within the above-described designated zoning district.

**Section 3. 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 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 or 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 4. Conflicts.** 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 5. Effective Date.** This ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 21st day of March, 2013**

FIRST READING: March 7, 2013

SECOND READING: March 21, 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:

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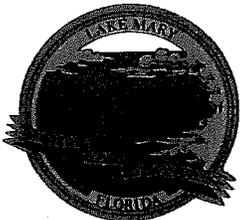
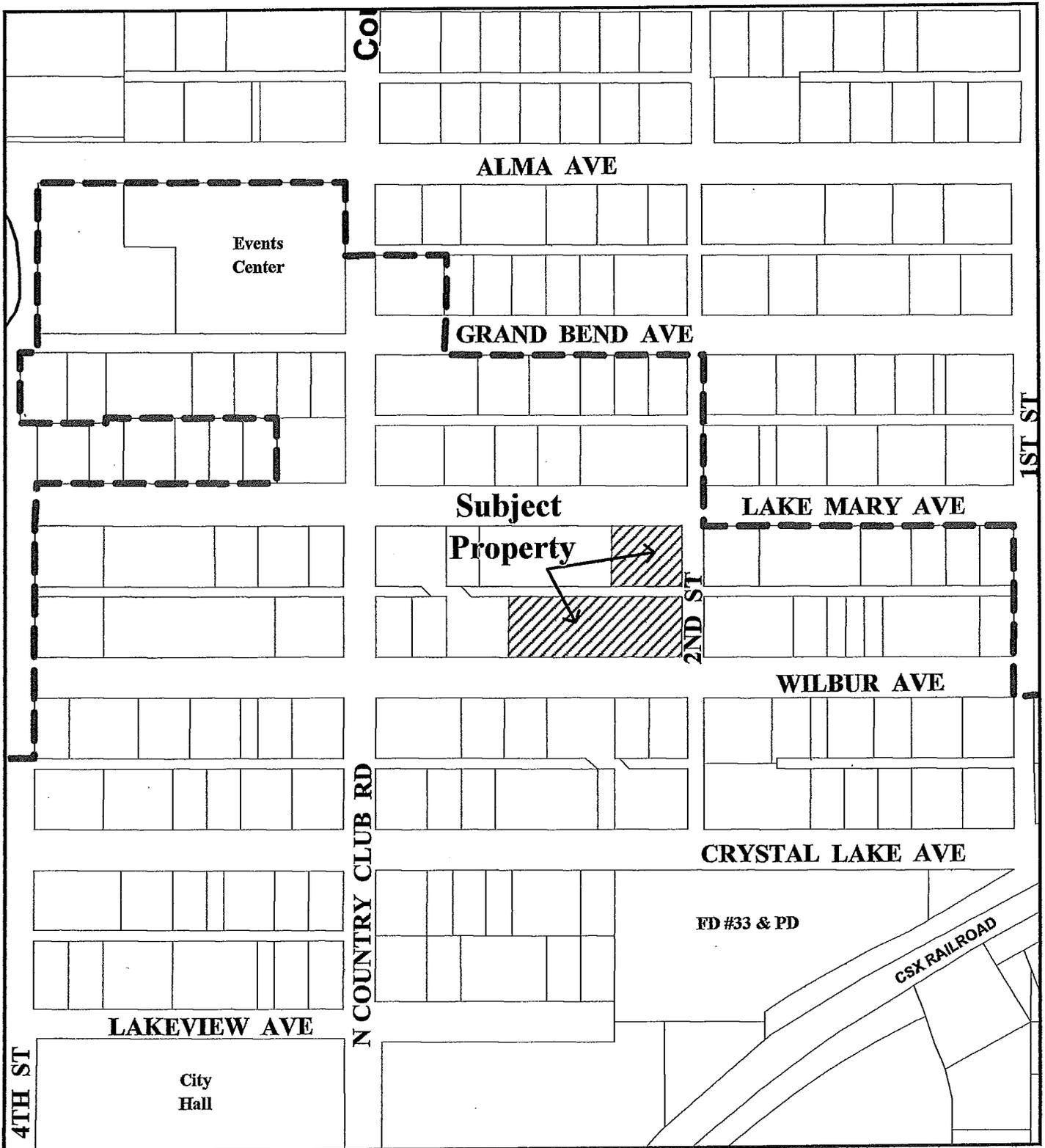
CATHERINE D. REISCHMANN, CITY ATTORNEY

**ATTACHMENT "A"**  
**LEGAL DESCRIPTIONS**

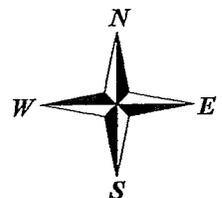
LEGAL SEC 09 TWP 20S RGE 30E BEG NE CORNER OF PARK IN BLK 22 CRYSTAL LAKE WINTER HOMES SUBD RUN E 328 FT S 116 FT W 328 FT N 116FT TO BEG

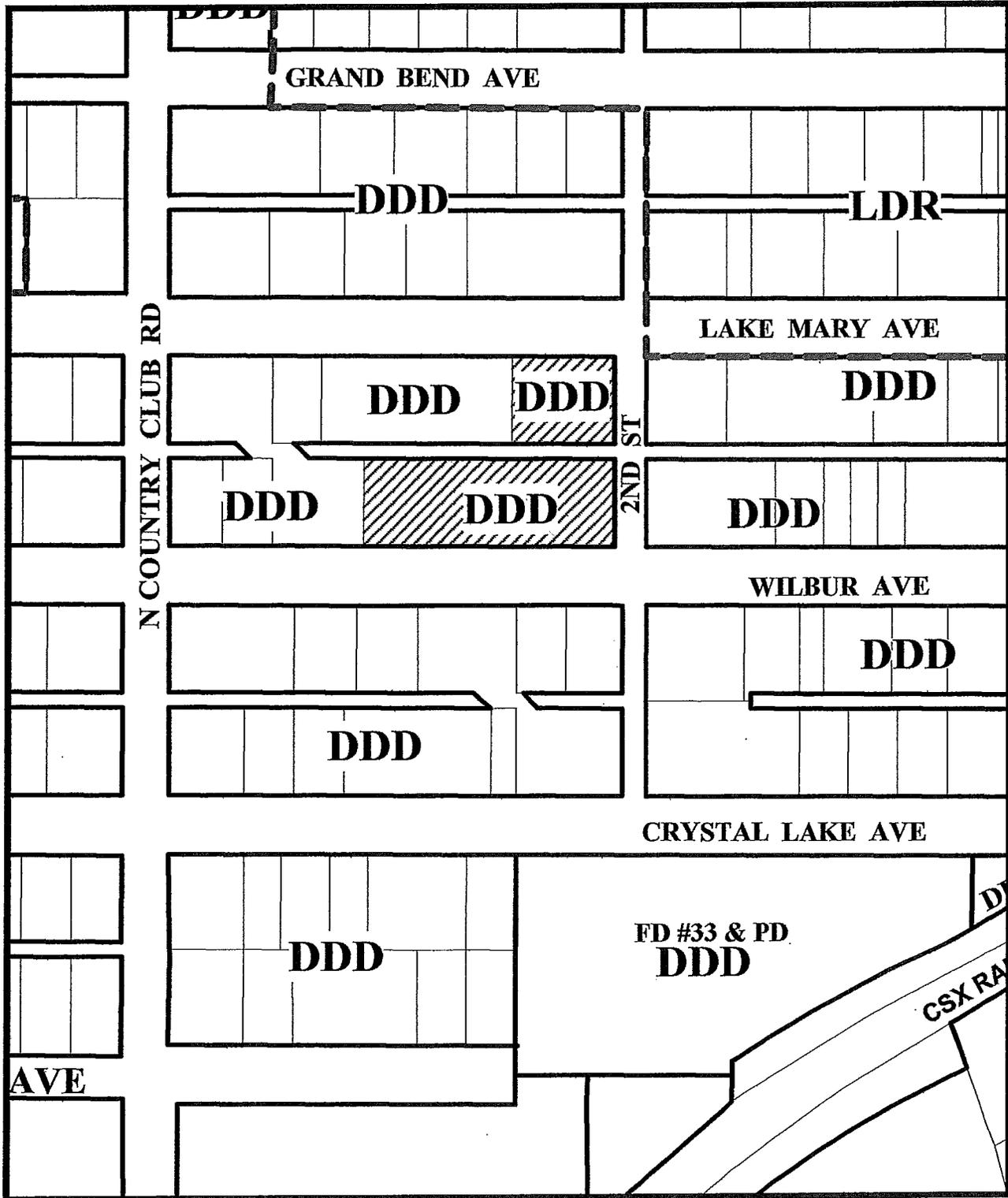
PLUS

LEG LOTS 15, 16, 17, 18 AND PT VACD ST ON E OF LOT 18 BLK 22 CRYSTAL LAKE WINTER HOMES SUBD, PER PLAT BOOK 2, PAGE 115 OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA.



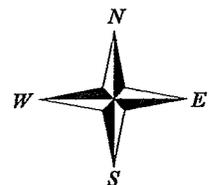
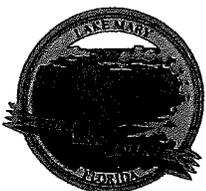
## Location Map Community Center





## Future Land Use Map

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

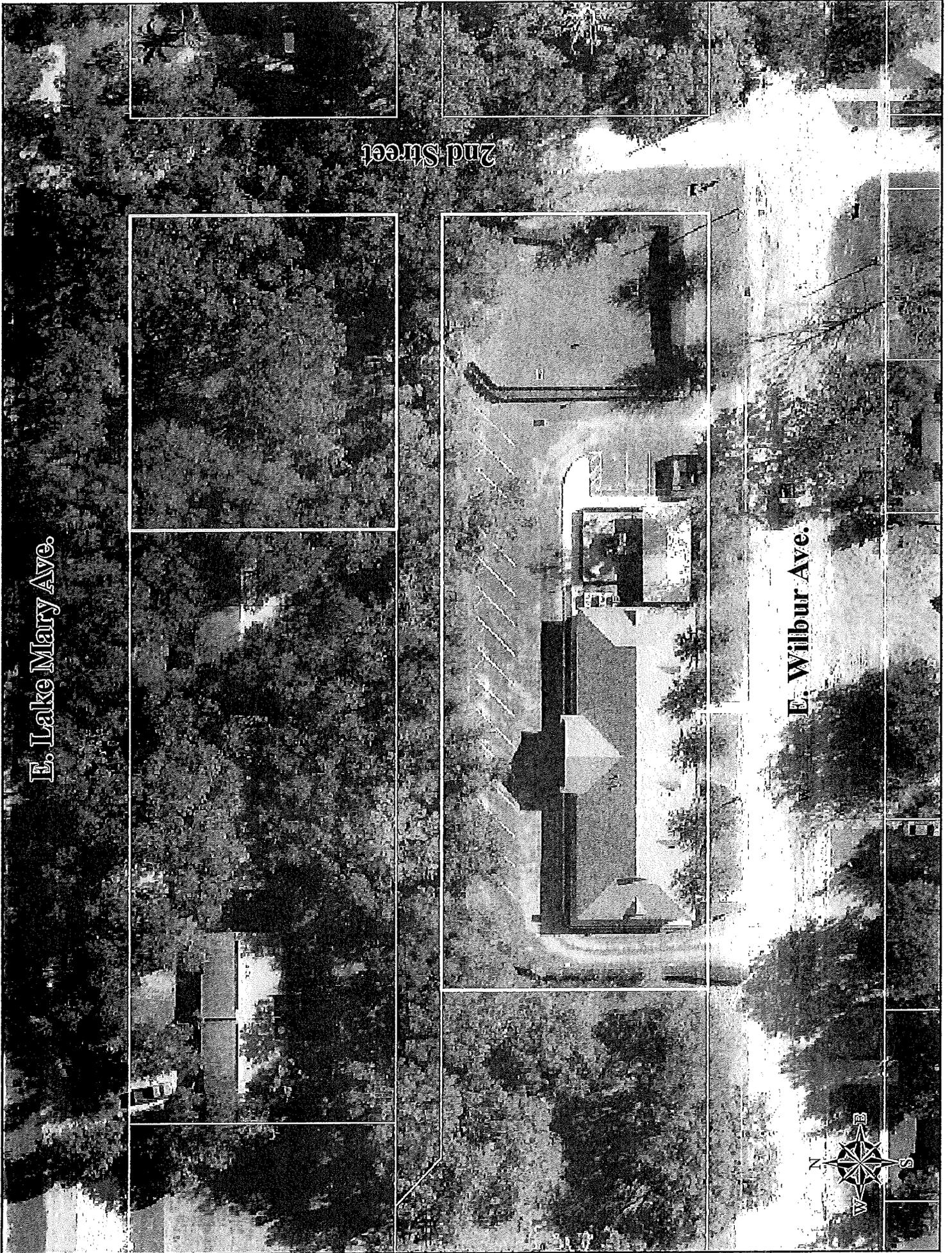




E. Lake Mary Ave.

2nd Street

E. Wilbur Ave.



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D. 2012-RZ-07: Recommendation to the City Commission regarding a revision to the Final Planned Unit Development (PUD) and Developer's Agreement for the Lake Mary Preparatory School, 650 Rantoul Lane, and the Junior Academy, 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida; Applicant: Stuart Buchanan for Lake Mary Real Estate, LLC

E. 2012-RZ-08: Recommendation to the City Commission regarding a change in zoning from Planned Unit Development (PUD) to Government Use (GU), for the two properties located at 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida; Applicant: City of Lake Mary/Community Development Department

Gary Schindler, City Planner; presented Items D. and E. simultaneously. A Location Map was on the overhead projector. He said, the properties on 140 E. Wilbur and 143 E. Lake Mary Avenue are joined to the main campus of Lake Mary Prep. because of the PUD. The City did that in 2009 because Lake Mary Prep. said we have lots and lots of foreign students and we need dormitory space. We said we are all for your growth and expansion. And the way we feel that would be done best would be to link those properties to the main campus as a part of the PUD and then they constructed dormitories at this location. Well, come to find out, the property just wasn't large enough for their ultimate goals and expansion plans.

Chairman Hawkins interjected asking, which property wasn't large enough?

Mr. Schindler replied, the Wilbur Avenue property and the Lake Mary Avenue property. The Lake Mary Avenue property is undeveloped now. There was a home on it at one time and it's been demolished. It's just now maintained and – you know, bushes, trees, and grass.

Mr. Schindler stated, the other is the site of the Junior Academy and that building is currently unused. Lake Mary Prep. purchased property on Sand Pond Road and developed a very nice dormitory complex at the intersection of Sand Pond and Greenwood.

Mr. Schindler said that the City has purchased these two properties and we plan to develop them into a community center. And here tonight we have Bryan Nipe, Parks and Recreation Director, to answer any questions you may have concerning the Community Center. But, what we have to do now since, one, it is no longer owned by the school and, two, the City has no intention of using it for dormitories or educational purposes, we need to separate these two. We need to separate these properties from the main campus. And you can see that here is the main campus property (indicating to overhead projector) and then here is the Wilbur and Lake Mary Avenue properties (indicating to overhead projector).

DRAFT

1 Mr. Schindler stated, so, that is what the first item does. It doesn't change  
2 anything on the main campus.

3  
4 **TAPE 1, SIDE B**

5  
6 Chairman Hawkins questioned, so, a PUD goes with the property no matter  
7 where it is?

8  
9 Mr. Schindler answered, yes. It is a specialized zoning. It is a legal form of  
10 contract zoning. So, since it is no longer a part of the school, we need to  
11 separate it out from the school. That is what the first application involves.

12  
13 Mr. Schindler concluded his presentation on Application No. 2012-RZ-07 by  
14 saying, based upon the Findings of Fact A through D listed in the Staff Report,  
15 staff recommends approval of the revisions to the Final Lake Mary Preparatory  
16 School PUD Master Plan and Developer's Agreement.

17  
18 Mr. Schindler said, so, that is the first one. Now, if you recommend approval for  
19 that, then we are going to end up needing to address the Wilbur Avenue and  
20 Lake Mary Avenue properties. He put a black and white aerial of the subject  
21 property that is attached to the Staff Report on the overhead projector. He  
22 indicated where the Junior Academy/Lake Mary Avenue properties are located.  
23 He stated, you can see that the Lake Mary Avenue property is very heavily  
24 wooded. They still have PUD designation, but there is no developer's  
25 agreement. It is kind of just like an empty basket waiting to be filled. So, what  
26 we want to do is we want to change the PUD designation to Government Use. A  
27 community center is a government use and Government Use zoning would be  
28 appropriate.

29  
30 Mr. Schindler concluded his presentation on Application No. 2012-RZ-08 by  
31 saying, based upon the Findings of Fact A through D listed in the Staff Report, it  
32 is recommended that the existing PUD (Planned Unit Development) zoning  
33 designation of the properties at 140 E. Wilbur Avenue and 143 E. Lake Mary  
34 Avenue be revised to the GU (Government Use) zoning designation.

35  
36 Chairman Hawkins asked, so, the plans are to turn that building into a community  
37 center?

38  
39 Mr. Schindler responded, yes, indeed.

40  
41 Member Cartmill questioned, what are the plans for the other property?

42  
43 Mr. Schindler replied, nothing at this time.

1 Member Cartmill asked, is there enough parking on the community center site to  
2 handle...

3  
4 Mr. Schindler interposed answering, that is an issue that will be addressed. It is  
5 recognized as an ongoing issue and will be addressed within the confines of the  
6 Downtown. And it is very likely that, in time, the Lake Mary Avenue property may  
7 be developed as parking.

8  
9 Chairman Hawkins requested the Applicant come forward and address the  
10 Board.

11  
12 Stuart Buchanan, Esquire, with the law firm of Swann, Hadley, Stump, Dietrich &  
13 Spears, 1031 W. Morse Boulevard, S. 350, Winter Park, Florida 32789, came  
14 forward in favor of the proposed 2012-RZ-07.

15  
16 Chairman Hawkins questioned Mr. Buchanan if he had anything further to add.

17  
18 Mr. Buchanan responded, I have nothing further to add.

19  
20 Chairman Hawkins asked staff if they had anything further to add.

21  
22 Bryan Nipe, City of Lake Mary Parks & Recreation Director, replied, I have  
23 nothing to add, but if you have any questions about the use...

24  
25 Chairman Hawkins interjected, that's all right. He has nothing to add. Do you  
26 have any questions about the use?

27  
28 Mr. Schindler responded negatively.

29  
30 Chairman Hawkins opened the hearings to public comment on Items D. and E.  
31 Hearing none, he closed that portion and entertained board discussion and/or  
32 motions.

33  
34 **MOTION:**

35  
36 **Member Cartmill moved to recommend approval to the City Commission**  
37 **the request by Stuart Buchanan for Lake Mary Real Estate, LLC, regarding a**  
38 **revision to the Final Planned Unit Development (PUD) and Developer's**  
39 **Agreement for the Lake Mary Preparatory School, 650 Rantoul Lane, and the**  
40 **Junior Academy, 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida,**  
41 **consistent with staff's Findings of Fact listed in the Staff Report. Member**  
42 **Schofield seconded the motion, which carried unanimously 5-0.**  
43

**MOTION:**

**Member Cartmill moved to recommend approval to the City Commission the request by City of Lake Mary/Community Development Department regarding a change in zoning from Planned Unit Development (PUD) to Government Use (GU), for the two properties located at 140 Wilbur & 143 Lake Mary Avenue, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report. Member Schofield seconded the motion, which carried unanimously 5-0.**

Juan (John) A. Omana, Jr., Community Development Director, announced these items will be moving forward to the City Commission meeting of March 7, 2013.

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**QUASI-JUDICIAL SIGN-IN SHEET**

2/12, 2013  
P+2 MEETING  
(please print)

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 \_\_\_\_\_

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Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Bruce Fleming, Sr. Code Enforcement Officer

SUBJECT: Request to appeal Code Enforcement Case No. 09-072 Lien in the amount of \$20,195.83 for Rinehart Place; Branch Banking & Trust Company (BB&T), Applicant

---

The Lake Mary Code Enforcement Board held a public hearing on the above styled case, August 18, 2009. The Board found that the property owner, Flovest LLC, had violated Ordinance 91.34 - Prohibited Acts with an accumulation of construction trash, rubbish and debris as well as Ordinance 91.75 - Standards of Maintenance of Lawns for an overgrowth of weeds/grass throughout the property. The property owner was required to bring the property into compliance within 30 calendar days of the hearing or pay a fine of one hundred (\$100.00) dollars per day for each day the violation(s) continued. Per the aforementioned order of the Board, Code Enforcement performed a compliance inspection on September 21, 2009 which revealed compliance had not been obtained.

The Office of Code Enforcement observed what appeared to be compliance on December 12, 2012, and a subsequent inspection revealed compliance had been obtained. An Affidavit of Compliance was therefore filed for 1179 days of non-compliance with an outstanding balance of \$117,900. The Board convened a compliance hearing on January 15, 2013, and determined that compliance had been obtained as outlined above therefore; the Board ordered the lien be filed.

At the compliance hearing, the Board determined that ownership of the property had transferred to BB&T Bank, through foreclosure on May 31, 2012. The bank requested the outstanding lien balance be reduced reflecting the date of title transfer for 195 days of non-compliance or \$19,500. The Board, having heard arguments, reduced the outstanding balance to \$20,000 plus all applicable filing

fees and interest. The interest of \$113.33 starting January 15, 2013 through March 7, 2013 calculated at 4% per annum and filing fees of \$82.50 were attached for a grand total of \$20,195.83.

**RECOMMENDATION:**

On February 26, 2013, the City received a request for further abatement of the outstanding lien. Staff recommends denial of this request.

February 25, 2013

Mayor David Mealor and City Commissioners  
c/o City Clerk  
City of Lake Mary  
100 N. Country Club Rd.  
Lake Mary, FL 32746

Re: Rinehart Place – Order Imposing Lien – Case No. 09-072

Sunrise Office  
1580 Sawgrass Corporate Pkwy  
Suite 310  
Sunrise, FL 31706  
(954) 514-1800

RECEIVED  
FEB 26 2013

CITY CLERK'S OFFICE

Dear Mayor Mealor and City Commissioners,

The original lender for the Rinehart Place development was Colonial Bank, which was taken over by the U. S. Government in August 2009. Branch Banking & Trust (BB&T) was asked by the U. S. Government to take over and dispose of the assets of Colonial Bank, including Rinehart Place.

BB&T moved as quickly as possible to remedy the inherited problems. Unfortunately, like many of the 1000+ properties in the Colonial Bank portfolio, Rinehart Place was mired in foreclosure proceedings. As a result, BB&T was unable to obtain clear title until May 31, 2012.

Soon after obtaining clear title, BB&T took immediate steps to return the property to full compliance with the Lake Mary Code of Ordinances. Unfortunately, thousands of dollars of non-compliance fines had accumulated. There are three (3) owners (CVS, ABC and Centennial Bank) within the development maintaining their own properties and paying local taxes but the remainder of the subdivision fell into non-compliance.

While BB&T appreciates the willingness of the Code Enforcement Board to have reduced the outstanding fine to \$20,000 in their hearing of January 15, 2013, BB&T still believes the fine is higher than it should be, particular in light of the unusual circumstances surrounding this property. BB&T is a strong supporter of local government and acknowledges their importance in insuring the safety, health and welfare of the community.

The affect of this fine will not be to punish the code violator but only to make the property more difficult to sell. BB&T is currently aggressively marketing the property and is encouraged by recent interest. Obviously, a quick sale to a qualified and capable Developer would be in the best interest of the City of Lake Mary. Should any future maintenance deficiencies arise BB&T will address them immediately.

In light of the aforementioned circumstances, BB&T would kindly request the City Commission to consider this letter as a request for a hearing to appeal the fine imposed by the Code Enforcement Board. Intervest Consulting Services, Inc. will represent BB&T as authorized agent at any such hearing. Your consideration in this matter is greatly appreciated.

Sincerely,



BB&T  
Janet S. Saller  
Vice President  
Problem Loan Resolution Group

**CITY OF LAKE MARY  
CODE ENFORCEMENT BOARD  
ORDER IMPOSING LIEN**

Re: City of Lake Mary v. Rinehart Place  
Case No: 09-072  
Code Violation: Title IX General Regulations, Chapter 91 Health and Public Safety, §91.34  
Prohibited Acts (Accumulation Misc Junk Trash and Debris) and §91.75  
Standards of Maintenance of Lawns (Overgrowth weeds/grass)  
Name of owner/person in charge of location:  
Eagle FL I SPE  
Attn: CREO  
2000 Interstate Park Drive Ste 400  
Montgomery AL 36109  
Property: Rinehart Place 876 Rinehart (882 thru 912) Road  
Legal Description: SEC 06-20-30 ETC

**THIS CAUSE** came on public hearing before the Code Enforcement Board on JANUARY 15, 2013, after due notice to the Respondent, consistent with *Chapter 162, Florida Statutes*, at which time the Board heard testimony under oath and received evidence to determine compliance with the prior Code Enforcement Board Order which was rendered AUGUST 18, 2009. Said Order required compliance with the provisions of Chapter 91.34 Prohibited Acts and Chapter 91.75 Standards of Maintenance of Lawns of the Code of the City of Lake Mary within thirty (30) calendar days of the August 18, 2009 hearing or pay a fine of \$100/day for each day the violation(s) continued. The Board heard the testimony of and received evidence from the City's Code Enforcement Officer, Bruce Fleming. Further, the Board received the testimony of Dick Smith, representative of BBT, the Respondent and the current owner of the property.

The Board finds that the Respondent did not bring the Property into compliance as ordered and the Property remained in non-compliance for 1179 days, beginning September 17, 2009 and ending December 12, 2012 with the \$100 per day fine accruing. The Property is now and has been in compliance since December 12, 2012.

**ORDERED**

Whereupon, the Board finds Respondent failed to comply with the August 18, 2009 Order and further the Board imposes an outstanding fine of \$117,900 for 1179 days of non compliance at \$100 per day. However, upon Receiving testimony at this hearing and a request of the current property owner to reduce the fine, the above fine of

\$117,900 is hereby reduced to \$20,000. The recording of this Order shall create a lien upon the Property in the amount of \$20,000, which amount continues to accrue at 4% per annum. For additional information on a payoff amount, contact the Lake Mary City Clerk's office at 407-585-1423

**DONE and ORDERED this 15<sup>th</sup> day of JANUARY 2013, in Lake Mary Florida.**

  
\_\_\_\_\_  
**Joel Ivey, Chairman  
Code Enforcement Board**

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been furnished to the Respondent by Certified Mail this 16<sup>th</sup> day of January 2013.

  
\_\_\_\_\_  
**Bruce Fleming, Senior Code Enforcement Officer**



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Bruce Fleming, Sr. Code Enforcement Officer

SUBJECT: Resolution No. 919 - Granting City Manager the authority to negotiate Code Enforcement Liens (Bruce Fleming, Sr. Code Enforcement Officer)

---

**Introduction:** The proposed resolution provides for consideration to grant the City Manager the authority to negotiate and compromise code enforcement liens on foreclosed property, and to thereafter execute satisfactions or releases of those code enforcement liens.

**Background:** After a code enforcement fine is placed on a property by the Code Enforcement Board (CEB), the CEB is authorized to reduce or waive an unrecorded fine. However, once a lien is recorded on property for payment of the fine or reimbursement of an abatement action, Florida Statute and City Code requires the City Commission to review and approve the waiver or reduction.

**Discussion:** The current economic situation has resulted in numerous properties within the City that have costly liens. These liens are a deterrent to the sale of the property. On several occasions requests are made for these liens to be reduced to enable the property to be sold to an interested buyer. The current process takes at least one to two months to schedule a lien reduction request before the CEB for a recommendation and then the City Commission for an approval/denial. It is the City's intent to provide a more expedited review and approval process for lien releases or satisfactions to allow foreclosed properties with City liens to be sold, occupied, and remediated.

**Recommendation:** Request Commission provide City Manager the necessary authority to mitigate code enforcement liens on foreclosed real property in an attempt to resolve the negative impact on properties more quickly.

## RESOLUTION NO. 919

### **A RESOLUTION OF THE COMMISSION OF THE CITY OF LAKE MARY, FLORIDA, PURSUANT TO ITS HOME RULE POWERS DELEGATING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE CODE ENFORCEMENT LIENS AND EXECUTE SATISFACTIONS OR RELEASES OF CODE ENFORCEMENT LIENS UNDER CERTAIN CIRCUMSTANCES AND WITH A RIGHT OF APPEAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, recognizes that pursuant to Chapter 162, Florida Statutes, and pursuant to the Code of Ordinances of the City of Lake Mary, Florida, Chapter 3 Administration; Code Enforcement Board, Section 30.39 Administrative Fines; Liens, that a Code Enforcement Board fine, once recorded in the public records of Seminole County, Florida, becomes a lien and that pursuant to state statute and City Code, the lien runs in favor of the City Commission, and the Commission is the local governing body authorized to execute satisfactions or releases of liens; and

**WHEREAS**, there are many occasions where the City receives requests by lenders, property owners, closing agents and other individuals seeking to transfer title to real property to compromise, negotiate and otherwise settle liens running in favor of the City Commission on an expedited basis; and

**WHEREAS**, the City Commission hereby declares that it is in the public interest of the City of Lake Mary, in cases of foreclosure sales or short sales of real property, and in the interest of removing possible impediments to sales resulting from lack of timely responses, to delegate to the City Manager the Commission's authority to negotiate or compromise code enforcement liens created pursuant to Chapter 162, Florida Statutes and City Code, pending foreclosure sales and thereafter execute appropriate satisfactions or releases of liens; and

**WHEREAS**, the City Commission will have final authority in the event of an appeal of the City Manager's decision regarding the -outstanding lien(s);

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Lake Mary, Florida as follows:

**SECTION I** The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed by the City Commission; and are incorporated herein and made a part hereof.

**SECTION II** The City of Lake Mary, Florida hereby delegates to the City Manager the Commission's authority to negotiate and compromise code enforcement liens, and to thereafter execute satisfactions or releases of those code enforcement liens for properties in foreclosure or for properties which are bank owned after a foreclosure has occurred. The owner of the property in question may appeal the City

Manager's decision to the City Commission by filing a notice of appeal within 10 days from the date of the City Manager's written determination.

**SECTION III Conflicts** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION IV Severability** If any section, sentence, phrase, word or portion of this Resolution is held to be invalid, unlawful or unconstitutional by any court of competent jurisdiction 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION V Effective Date** - This Resolution shall become effective immediately upon passage and adoption.

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

SECOND READING: \_\_\_\_\_

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
DAVID J. MEALOR, MAYOR

ATTEST:

\_\_\_\_\_  
CAROL A. FOSTER, CITY CLERK

FOR THE USE AND RELIANCE OF THE CITY OF  
LAKE MARY ONLY; APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
CATHERINE D. REISCHMANN, CITY ATTORNEY



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Approval of Local Option Gas Tax (LOGT) Interlocal Agreement (Jackie Sova, City Manager)

---

The Local Option Gas Tax (LOGT) levy of four cents will expire on August 31, 2013 and the fifth and sixth cent on August 31, 2015. This gas tax is shared by the cities via a 1986 interlocal agreement. In accordance with statute the county receives 63.6% of the LOGT proceeds. The cities share is calculated on a five year rolling average of transportation expenditures. The current distribution year's revenue for Lake Mary is estimated to be \$242,138.

An alternative method of distribution of the cities' shares has been discussed by the Mayors and Managers of the cities and it is the intent to have the Finance Directors form a working group to consider a methodology change that can be implemented in the future. The County has asked that a combined six cent levy be considered and extending the LOGT to August 31, 2043.

**Recommendation:**

The City Commission approve the Local Option Gas Tax Interlocal Agreement as presented.

### Local Option Gas Tax Distribution for Calendar Year 2013

	FY 2006/07 Expenses	FY 2007/08 Expenses	FY 2008/09 Expenses	FY 2009/10 Expenses	FY 2010/11 Expenses	Total 5 Year Transportation Expenses	Distribution Jan. 2013
Altamonte Springs	\$ 7,088,246	\$ 4,574,038	\$ 5,312,626	\$ 5,097,183	\$ 6,125,004	\$ 28,197,097	5.3%
Casselberry	4,606,063	4,730,069	8,732,603	3,940,046	3,581,164	25,589,945	\$ 583,333 4.8%
Lake Mary	2,091,541	1,990,117	2,075,769	2,887,820	2,662,229	11,707,476	\$ 528,302 2.2%
Longwood	4,610,706	3,479,269	4,169,868	1,850,206	3,184,060	17,294,109	\$ 242,138 3.2%
Oviedo	11,715,848	8,544,855	5,033,168	4,703,136	4,473,703	34,470,710	\$ 352,201 6.4%
Sanford	10,052,182	8,475,625	12,659,914	9,835,607	9,704,719	50,728,047	\$ 704,403 9.5%
Winter Springs	6,874,143	6,558,673	4,781,099	3,906,138	4,934,109	27,054,162	\$ 1,045,597 5.0%
<b>TOTALS</b>	<b>\$47,038,729</b>	<b>\$38,352,646</b>	<b>\$42,765,047</b>	<b>\$32,220,136</b>	<b>\$34,664,988</b>	<b>\$ 195,041,546</b>	<b>\$ 550,314 36.4%</b>
							\$ 4,006,289
							Seminole County \$7,000,000 63.6%
							<b>Total Estimated Revenue FY 2012/13 \$ 11,006,289 63.6%</b>

Seminole County's portion of the Local Option Gas Tax is fixed at 63.6% per the interlocal agreement

**Distribution Worksheet Backup Calculation for LOGT - Calendar Year 2013**

					<b>Final Distribution</b>	
<b>Altamonte Springs</b>	28,197,097	divided by	195,041,546 =	0.1446 multiply by .364 =	<b>5.26%</b>	<b>5.3%</b>
<b>Casselberry</b>	25,589,945	divided by	195,041,546 =	0.1312 multiply by .364 =	<b>4.78%</b>	<b>4.8%</b>
<b>Lake Mary</b>	11,707,476	divided by	195,041,546 =	0.0600 multiply by .364 =	<b>2.18%</b>	<b>2.2%</b>
<b>Longwood</b>	17,294,109	divided by	195,041,546 =	0.0887 multiply by .364 =	<b>3.23%</b>	<b>3.2%</b>
<b>Oviedo</b>	34,470,710	divided by	195,041,546 =	0.1767 multiply by .364 =	<b>6.43%</b>	<b>6.4%</b>
<b>Sanford</b>	50,728,047	divided by	195,041,546 =	0.2601 multiply by .364 =	<b>9.47%</b>	<b>9.5%</b>
<b>Winter Springs</b>	27,054,162	divided by	195,041,546 =	0.1387 multiply by .364 =	<b><u>4.95%</u></b>	<b><u>5.0%</u></b>
<b>Total 5 Year Transportation</b>	<b>195,041,546</b>				<b>36.30%</b>	<b>36.4%</b>

February 20, 2013

Mr. Frank Martz, City Manager  
City of Altamonte Springs  
225 Newbury Port Ave.  
Altamonte Springs, FL 32701

Ms. Kathryn Breazeale, City Manager  
City of Oviedo  
400 Alexandria Blvd.  
Oviedo, FL 32765

Mr. Randy Newlon, City Manager  
City of Casselberry  
95 Triplet Lake Drive  
Casselberry, FL 32707

Mr. Norton Bonaparte, City Manager  
City of Sanford  
300 N. Park Avenue  
Sanford, Florida 32772

Ms. Jackie Sova, City Manager  
City of Lake Mary  
P.O. Box 958445  
Lake Mary, FL 32795

Mr. Kevin Smith, City Manager  
City of Winter Springs  
1126 E. State Road 434  
Winter Springs, FL 32708

Mr. Jon Williams, City Administrator  
City of Longwood  
175 W. Warren Ave.  
Longwood, FL 32740

Re: Gas Tax Interlocal Agreement

Dear Colleagues,

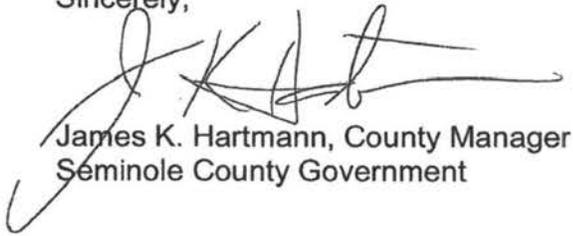
As you are aware, the County four-cent (\$.04) gas tax levy will expire on August 31, 2013, and the fifth and sixth cents of the tax will expire on August 31, 2015 unless re-imposed and extended. The Board of County Commissioners has asked that I bring this back as a combined six-cent levy for their consideration. I plan to present an Ordinance to the Board at their meeting on March 26, 2013, and ask that they extend the gas tax to August 31, 2043.

A 1986 Interlocal Agreement (attached) between the Cities and the County has governed how the tax proceeds are distributed each year. We have updated the Agreement (attached) but have kept the distribution formula the same. I would greatly appreciate you presenting the Agreement to your Board for consideration and adoption prior to March 26, 2013 when the Board of County Commissioners will consider the Gas Tax Ordinance and re-stated Interlocal Agreement.

Page 2  
Gas Tax Interlocal Agreement  
February 13, 2013

Thank you for your timely consideration of this request and please call me at 407-665-7211 if you have any concerns.

Sincerely,



James K. Hartmann, County Manager  
Seminole County Government

Attachment  
2013 Interlocal Agreement

**INTERLOCAL AGREEMENT  
FOR THE SHARED DISTRIBUTION OF THE  
SIX CENT LOCAL OPTION MOTOR FUEL AND DIESEL FUEL TAX**

**THIS INTERLOCAL AGREEMENT**, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and the following municipalities:

**CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as “**ALTAMONTE SPRINGS**”; and

**CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as “**CASSELBERRY**”; and



**CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as “**LAKE MARY**”; and

**CITY of LONGWOOD**, a Florida municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as “**LONGWOOD**”; and

**CITY of OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as “**OVIEDO**”; and

**CITY OF SANFORD**, a Florida municipal corporation, whose mailing address is P.O. Box 1778, Sanford, Florida 32772-1788, hereinafter referred to as “**SANFORD**”; and

**CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as “**WINTER SPRINGS**”; and

**WHEREAS**, under the authority of Section 336.025, Florida Statutes, and pursuant to Seminole County Ordinance Nos. 83-22, 85-33 and 85-34, and 87-2, COUNTY levied a combined six cents (\$.06) local option gas tax upon every gallon of motor fuel and special (i.e., diesel) fuel sold in Seminole County and provided for distribution of the proceeds from the tax between itself and eligible municipalities within Seminole County; and

**WHEREAS**, the first four cents (\$.04) of that levy will expire on August 31, 2013, unless re-imposed and extended and the fifth and sixth cents of the tax will expire on August 31 2015, unless re-imposed and extended; and

**WHEREAS**, the parties hereto have determined that it is in the best interests of each for COUNTY to renew and extend the levy for a term not exceeding another thirty (30) years and to make provision for the sharing of the renewed tax levy through this Interlocal Agreement; and

**WHEREAS**, COUNTY has or shall have enacted its Ordinance renewing the levy of all six cents (\$.06) of the tax and extending the term thereof to August 31, 2043,

**NOW, THEREFORE**, in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged by all parties hereto, the parties agree to provide for the distribution of local option gas tax proceeds as follows:

**Section 1. Effective Date and Term.**

(a) This Interlocal Agreement shall become effective on June 1, 2013 subject to the occurrence of both the following events: (i) the Agreement's timely approval by the governing bodies of COUNTY and the requisite number of municipalities, pursuant to Section 336.025(3)(a)(1), Florida Statutes (2012); and (ii) COUNTY's enactment of the necessary ordinance renewing and reimposing the tax and extending its term to August 31, 2043. In the event either or both prerequisites do not occur within time frames required by statute and prior to

expiration of the present levy of the first four cents (\$.04) of the tax, then this Agreement shall have no effect and no party shall be bound by any terms hereof.

(b) Upon becoming effective, this Interlocal Agreement shall supersede all previous agreements or understandings among the parties regarding the subject matter of this Agreement and shall remain in effect for the renewed term of the tax or any subsequent extension thereof.

**Section 2. Distribution of Proceeds.**

(a) Commencing with the September 1, 2013 effective date of the renewed and extended tax levy, the net proceeds of the six cent (\$.06) local option motor fuel and diesel fuel taxes shall, unless subsequently amended by agreement among the parties pursuant to subsection (b) below, be shared among COUNTY and the seven (7) municipalities according to the following formula:

<u>Local Government</u>		<u>Distribution Proportion</u>
Seminole County		63.6%
Altamonte Springs		5.3%
Casselberry		4.8%
Lake Mary		2.2%
Longwood		3.2%
Oviedo		6.4%
Sanford		9.5%
Winter Springs		5.0%

(b) The above percentages shall be reviewed annually by the parties during the term of this Interlocal Agreement. It is the intent of the parties that changes to the formula in subsection (a) above, shall be based on the average of the relative percentages of actual Transportation Expenses, as defined in Section 3 below, made by each entity during the five (5)

fiscal year periods immediately preceding the year of review; provided, however, that the COUNTY's share shall remain fixed at sixty three and six tenths percent (63.6%) and the overall percentage distributed among the municipalities shall remain at thirty six and four tenths percent (36.4%) for the term of this Agreement. Such review shall be timely completed and agreed upon so as to accommodate timely amendment to this Interlocal Agreement on or before the next succeeding June 1 anniversary date of this Interlocal Agreement. Any changes to the distribution formula shall be made by formal amendment to this Interlocal Agreement.

**Section 3. Transportation Expenses and Computation of Subsequent Distribution Shares.**

(a) Prior to the time of each annual review of the distribution formula in Section 2 hereof, COUNTY shall collect from the municipalities and the municipalities shall provide to COUNTY, on or before a date established by COUNTY and in a form determined by COUNTY, adequate data detailing the expenditures made in each category listed in subsections (b)(1) through (b)(7) of this Section. COUNTY shall compute the proposed distribution percentages therefrom and provide to the municipalities a summary of the percentages computed and make available for review the documents from which such percentages were computed. The distribution percentages shall apply to revenue distribution during the distribution periods next succeeding the review and formal amendment to this Interlocal Agreement. COUNTY shall forward the distribution percentages and a certified copy of amendment to this Interlocal Agreement revising such distribution shares to the Florida Department of Revenue. Failure by any municipality to provide the expenditure information in substantial compliance as required herein shall authorize COUNTY to use, the extent determinable, that municipality's Transportation Expenditures contained in that municipality's audit reports for that municipality's revised share.

(b) "Transportation Expenditures" means expenditures by COUNTY and the municipalities from local or State shared revenue sources, including the local option motor fuel and diesel fuel tax distributed under this Agreement, but excluding expenditures of bond proceeds, for the following programs:

- (1) Public transportation operations and maintenance.
- (2) Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
- (3) Roadway and right-of-way drainage.
- (4) Street lighting installation, operation, maintenance and repair.
- (5) Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance and repair.
- (6) Bridge maintenance and operation.
- (7) Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

Nothing in this Section or elsewhere in this Interlocal Agreement shall be construed as authorizing or permitting proceeds of the local option motor fuel and diesel fuel taxes to be used for the clean-up and removal of debris in, on, or under transportation facilities and infrastructure resulting from natural or manmade disasters or intermittent severe weather conditions whether or not a state of emergency has been declared by Federal, State or local officials.

**Section 4. Resolution of Disputes as to Shared Distribution Formulas.**

(a) Prior to challenging the distribution of local option gas tax revenues under the provisions hereof in any forum, judicial or administrative, a party shall submit in writing its objection to the distribution proportion to COUNTY's Resource Management Department, Budget and Fiscal Management Division, which shall, within thirty (30) days of receipt, provide

the Chairperson of the Council of Local Governments in Seminole County (CALNO) an analysis of the challenge. Upon receipt of the analysis, CALNO shall, within thirty (30) days, hear the challenge at a special meeting called solely for said purpose, at which CALNO shall, upon majority vote, render an advisory and non-binding opinion as to the validity or invalidity of the challenge. The foregoing notwithstanding, final determination of distributed shares shall be made by COUNTY as required by Section 336.025(5)(b), Florida Statutes (2012).

(b) In the event that any party hereto shall refuse to accept COUNTY's determination of the distribution shares of tax proceeds and elects to pursue a formal challenge to the Department of Revenue Administration Commission per Section 336.025(5)(b), Florida Statutes, the tax monies shall continue to be collected and shall be held in escrow by the Seminole County Clerk of the Circuit Court until final disposition of the matter in dispute.

**Section 5. Savings Clause.** The parties agree that if any provision of this Interlocal Agreement is declared invalid in any administrative or judicial proceeding, the remaining provisions of this Interlocal Agreement shall be deemed severable and continue in full force and effect as will all provisions of COUNTY's Ordinance reimposing and extending the term of the tax which shall also survive and be in full force and effect without prejudice to any party disputing distribution percentages pursuant to Section 336.025(5)(b), Florida Statutes (2012).

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in eight (8) counterparts by their respective and duly authorized offices on the respective dates.

ATTEST:

CITY OF ALTAMONTE SPRINGS

\_\_\_\_\_  
ERIN O'DONNELL, City Clerk

By: \_\_\_\_\_  
PATRICIA BATES, Mayor

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

ATTEST:

CITY OF CASSELBERRY

\_\_\_\_\_  
DONNA G. GARDNER, City Clerk

By: \_\_\_\_\_  
CHARLENE GLANCY, Mayor

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

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
DAVID MEALOR, Mayor

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

ATTEST:

CITY OF LONGWOOD

\_\_\_\_\_  
SARAH M. MIRUS, City Clerk

By: \_\_\_\_\_  
BRIAN D. SACKETT, Mayor

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

ATTEST:

CITY OF OVIEDO

\_\_\_\_\_  
BARBARA BARBOUR, City Clerk

By: \_\_\_\_\_  
DOMINIC PERSAMPIERE, Mayor

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

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
JANET DOUGHERTY, City Clerk

By: \_\_\_\_\_  
JEFF TRIPLETT, Mayor

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

ATTEST:

CITY OF WINTER SPRINGS

\_\_\_\_\_  
ANDREA LORENZO-LUACES, City Clerk

By: \_\_\_\_\_  
CHARLES LACEY, Mayor

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

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 of  
Seminole County only.

As authorized for execution by the Board of County  
Commissioners at its \_\_\_\_\_, 2013,  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/lpk  
2/7/13 version 2  
2/20/13 Revised execution copy  
2/21/13 Corrected Execution Copy

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INTERLOCAL AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF SEMINOLE, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and the following municipalities:

CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as ALTAMONTE SPRINGS; and

CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Lake Triplet Drive, Casselberry, Florida 32707, hereinafter referred to as CASSELBERRY; and

CITY OF LAKE MARY, a Florida municipal corporation, whose address is Post Office Box 725, Lake Mary, Florida 32746, hereinafter referred to as LAKE MARY; and

CITY OF LONGWOOD, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida 32750, hereinafter referred to as LONGWOOD; and

CITY OF OVIEDO, a Florida municipal corporation, whose address is Post Office Box 159, Oviedo, Florida 32765, hereinafter referred to as OVIEDO; and

CITY OF SANFORD, a Florida municipal corporation, whose address is Post Office Box 1778, Sanford, Florida 32771, hereinafter referred to as SANFORD; and

CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 400 N. Edgemon Avenue, Winter Springs, Florida 32708, hereinafter referred to as WINTER SPRINGS.

WHEREAS, under the authority of Section 336.025, Florida Statutes, and pursuant to Seminole County Ordinances Nos. 83-22, 85-33 and 85-34, the COUNTY levied a combined six cents (\$.06) local option gas tax upon every gallon of motor fuel and special fuel sold in Seminole County and provided for distribution of the proceeds from the tax between itself and municipalities within Seminole County; and

WHEREAS, Senate Bill 313, passed during the 1986 Legislative Session, provides that an interlocal agreement to determine the method for distribution of local option gas tax revenues may be entered into prior to August 1, 1986 to be effective as to 1986-1987 local option gas tax proceeds or prior to June 1 of any year thereafter; and

WHEREAS, the COUNTY and signatory municipalities intend to provide for the distribution of local option gas tax proceeds according to this Agreement:

NOW THEREFORE in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged by all parties hereto, the parties agree to provide for the distribution of local option gas tax proceeds as follows:

**SECTION 1. TERM.** This Agreement shall become effective when approved by the Governing Bodies of the COUNTY and the requisite number of municipalities pursuant to Section 336.025, 3(a)(1), Florida Statutes (as amended 1986), and upon the dismissal by ALTAMONTE SPRINGS of its petition filed on August 27, 1985, with the Administration Commission. This Agreement shall remain in effect for the lives of the taxes adopted pursuant to Seminole County Ordinance 83-22, as amended by Seminole County Ordinance 84-33, and Ordinance 85-34.

**SECTION 2. DISTRIBUTION OF PROCEEDS BEGINNING FISCAL YEAR 1987-1988.**

(a) The net proceeds of the combined six cents (\$.06) local option gas tax levied and imposed by the COUNTY shall be allocated for calendar year January, 1988 and for each calendar year thereafter until the expiration of this Agreement on the basis of the formula set forth at Subsections (b) and (c) of this Section. Net proceeds shall mean the combined six cents (\$.06) local option gas tax collected by the Florida Department of Revenue less the amount retained by the Florida Department of Revenue for administration as provided in Section 215.20, Florida Statutes, or its successor provision.

(b) The County portion of the combined six cents (\$.06) local option gas tax shall be distributed for calendar years beginning January, 1988 and thereafter for the lives of the taxes, as established pursuant to Seminole County Ordinances 83-22, as amended by Ordinance 85-33, and Ordinance 85-34 on the basis of 63.6 per cent (the County portion) to the County. The balance of 36.4 percent (the municipal portion) shall be distributed to all eligible incorporated municipalities in Seminole County, Florida.

(c) The municipal portion of the combined six cents (\$.06) local option gas tax shall be distributed for calendar years beginning January 1, 1988 and thereafter for the lives of the taxes as established pursuant to Seminole County Ordinances 83-22, as amended by Ordinance 85-33, and Ordinance 85-34, among the eligible incorporated municipalities in Seminole County, Florida, based upon a five (5) year floating formula, annually adjusted, based upon the proportional share of the total transportation expenditures made by each of the municipalities.

**SECTION 3. ROLLING FORMULA COMPUTATION.**

(a) The COUNTY shall collect from the municipalities and the municipalities shall provide to the COUNTY, on or before a date established by the COUNTY and in a form determined by the COUNTY, adequate data detailing the expenditures made in each category listed in subsections (b) (1) through (b)(7) of this Section. The COUNTY shall compute distribution percentages therefrom and provide to the municipalities a summary of the percentages computed and make available for review the documents from which such percentages were computed. The distribution percentages shall apply to revenue distribution during the next calendar year and, on or before July 1 of each year, the COUNTY shall forward the provided percentages to the Florida Department of Revenue. Failure by any City to provide the expenditure information in substantial compliance as required herein shall authorize the County to use that City's transportation expendi-

tures contained in that City's audit reports, for that City's current calculations.

(b) In accordance with Section 336.025(7), Florida Statutes (1985), transportation expenditures utilized in calculating each party's distribution proportion of the local option gas tax proceeds shall only include expenditures by each party from local or state shared revenue sources, excluding federal revenue sharing funds, local option gas tax proceeds, and bond proceeds, for the following programs:

- (1) public transportation operations and maintenance;
- (2) roadway and right-of-way maintenance and equipment;
- (3) roadway and right-of-way drainage;
- (4) street lighting;
- (5) traffic signs, traffic engineering, signalization and pavement markings;
- (6) bridge maintenance and operation;
- (7) debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads.

**SECTION 4. DISTRIBUTION OF PROCEEDS FOR FISCAL YEARS 1985-1986 and 1986-1987.**

(a) The distribution proportions for the proceeds of the first four cents (\$.04) of the combined six cents (\$.06) local option gas tax for fiscal years 1985-1986 and 1986-1987 up to and including December 31, 1987, shall be as set forth below and are based upon the proportionate share of the total transportation expenditures made by the COUNTY and eligible municipalities for the five (5) fiscal years preceding authorization and imposition of the tax (1978-1982):

<u>Local Government</u>	<u>Distribution Proportion</u>
Seminole County	64.89%
Altamonte Springs	7.46%
Casselberry	6.86%
Lake Mary	1.04%
Longwood	5.41%
Oviedo	1.54%
Sanford	10.06%
Winter Springs	2.74%

(b) The distribution proportions for the proceeds of the last two cents (\$.02) of the combined six cents (\$.06) local option gas tax for fiscal years 1985-1986 and 1986-1987 up to and including December 31, 1987, shall be as set forth below and are based upon the proportionate share of the total transportation expenditures made by the COUNTY and eligible municipalities for the five (5) fiscal years preceding authorization and imposition of the tax (1980-1984):

<u>Local Government</u>	<u>Distribution Proportion</u>
Seminole County	61.09%
Altamonte Springs	11.87%
Casselberry	6.59%
Lake Mary	0.93%
Longwood	5.31%
Oviedo	1.33%
Sanford	9.64%
Winter Springs	3.24%

**SECTION 5. COVENANT OF THE PARTIES.**

(a) Prior to challenging the distribution of local option gas tax revenues under the provisions of Section 336.025(5) (b), Florida Statutes, or its successor provision, in any forum, judicial or administrative, a party shall submit, in writing, its objection to the distribution proportion to the Seminole County Office of Management and Budget, which shall, within thirty (30) days of receipt, provide to the chairperson of

103 05-373

the Council of Local Governments in Seminole County (CALNO), an analysis of the challenge. Upon receipt of the analysis, CALNO shall, within thirty (30) days, hear the challenge at a special meeting called solely for said purpose, at which CALNO shall, upon majority vote, render an advisory and non-binding opinion as to the validity or invalidity of the challenge.

(b) In the event that any party hereto shall challenge the distribution of local option gas tax revenues under the provisions of Section 336.025(5) (b), Florida Statutes, or its successor provision, in any forum, judicial or administrative, the revenues to be distributed to the parties shall not be held, escrowed, or delayed by the Florida Department of Revenue during the pendency of the dispute and, to the extent legally permissible, the revenues shall be distributed to each party to the extent that each party's distribution share would not be reduced if the challenge were successful.

**SECTION 6. AMENDMENT OF ORDINANCE 83-22.** Upon due authorization, execution, and delivery of a valid Interlocal Agreement by and among the COUNTY and municipalities in accordance with Section 336.025(3)(a)1., Florida Statutes (1985), the COUNTY will cause Seminole County Ordinance 83-22 to be amended as follows:

Delete Section 3 in its entirety and substitute therefore the following --

**SECTION 3. DISTRIBUTION OF PROCEEDS.** Proceeds of the tax hereby imposed shall be divided and distributed among the County government and eligible municipalities in accordance with the provisions of Section 336.025, Florida Statutes, as amended. The County shall provide the Department of Revenue, State of Florida, with the actual distribution percentages whether derived from an interlocal agreement as authorized by Section 336.025(3)(a)1, Florida Statutes (1985), or by applicability of the statutory formula set forth in Section 336.025(4), Florida Statutes (1983).

SECTION 7. SAVINGS CLAUSE. The parties agree that if any provision of this Agreement is declared invalid in any administrative or judicial proceeding, the provisions of Seminole County Ordinance Numbers 83-22, 85-33, and 85-34 shall survive and be in full force and effect without prejudice to any party disputing distribution percentages pursuant to Section 336.025(5)(b), Florida Statutes (1985).

IN WITNESS WHEREOF, the parties having caused this Agreement to be executed in eight (8) counterparts by their respective and duly authorized offices on the respective dates.

ATTEST:  
  
PAT WAINRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS  
By: Raymond Ambrose  
RAYMOND AMBROSE, Mayor  
Date: 9/16/86

ATTEST:  
LINDA GARAVANO, City Clerk

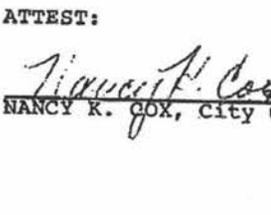
CITY OF CASSELBERRY  
By: \_\_\_\_\_  
OWEN SHEPPARD, Mayor  
Date: \_\_\_\_\_

ATTEST:  
  
CAROL A. EDWARDS, City Clerk

CITY OF LAKE MARY  
By: Richard A. Fess  
RICHARD A. FESS, Mayor  
Date: 9/22/86

ATTEST:  
DONALD L. TERRY, City Clerk

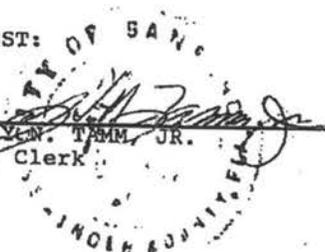
CITY OF LONGWOOD  
By: \_\_\_\_\_  
LARRY GOLDBERG, Mayor  
Date: \_\_\_\_\_

ATTEST:  
  
NANCY K. COX, City Clerk

CITY OF OVIEDO  
By: Robert W. Whittier  
ROBERT W. WHITTIER, Mayor  
Date: 9-11-86

ATTEST:

*Henry W. Tamm, Jr.*  
HENRY W. TAMM, JR.  
City Clerk



CITY OF SANFORD

By: *Betty D. Smith*  
BETTY D. SMITH, Mayor

Date: 9/4/86

ATTEST:

*Mary T. Norton*  
MARY T. NORTON, City Clerk



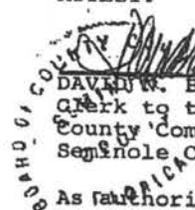
CITY OF WINTER SPRINGS

By: *John V. Torcaso*  
JOHN V. TORCASO, Mayor

Date: 9/11/86

ATTEST:

*David W. Berrien*  
DAVID W. BERRIEN  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: *Robert J. Sturm*  
ROBERT J. STURM, Chairman

Date: 9-22-1986

As authorized for execution  
by the Board of County Commis-  
sioners in their Aug 12,  
1986 regular meeting

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061786  
Rev 070286/1f  
Rev 070386  
Rev 070786  
Rev 070886  
Rev 080686  
Rev 080786



## **MEMORANDUM**

DATE: March 7, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Bruce Paster, P.E., Director of Public Works

SUBJECT: Approval of 1st Generation Sales Tax Interlocal Agreement

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**DISCUSSION:** At their Work Session on January 22, 2013, the Board of County Commissioners gave staff direction to amend the Seminole County Transportation Plan Interlocal Agreement for the 1991 Infrastructure Sales Tax to include the New Oxford Rd. project from SR 436 to US 17-92, as well as the SR 46 widening project from Mellonville Ave. to SR 415. The 1991 Infrastructure Sales Tax Fund currently has an available balance of approximately \$10 million which has resulted from project savings. In addition, it is currently projected that the County will collect approximately \$12 million in Transportation Impact Fees through 2021 that will be used to refund the 1991 Infrastructure Sales Tax Fund.

Exhibit A is being amended to add the New Oxford Rd and SR 46 projects discussed above. Categories for countywide pavement resurfacing and American with Disabilities Act (ADA) projects have also been added. Several County widening projects were removed or modified from Exhibit A to reflect past changes to the program. The deleted projects include Howell Branch Rd from the Lake Howell Rd to SR 436, Red Bug Lake Rd from Eagle Circle to SR 436, Airport Blvd from CR 425 to US 17-92 and Sand Lake Rd from Hunt Club Rd to SR 434. There have been no changes made to the City projects shown on Exhibit A.

Section 3(b) of the Interlocal Agreement states that all changes must be signed off on by all parties to the agreement. Attached is the Second Amendment to the Seminole County Transportation Plan Interlocal Agreement, and the Revised Exhibit 'A' for your consideration.

**RECOMMENDATION:** Commission authorize the Mayor to execute the Second Amendment to the Seminole County Transportation Plan Interlocal Agreement which includes revisions to Exhibit 'A': 1% (1c) Sales Tax/10 Year Project List.

**SECOND AMENDMENT TO  
SEMINOLE COUNTY TRANSPORTATION PLAN INTERLOCAL AGREEMENT**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT**, by and among SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the following municipalities hereinafter collectively referred to as the "signatory municipalities":

**THE CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701;

**THE CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746;

**THE CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771; and

**THE CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708.

**WITNESSETH:**

**WHEREAS**, the parties entered into the Seminole County Transportation Plan Interlocal Agreement ("Interlocal Agreement") on May 6, 1991 which provides for the distribution of revenues derived from the one cent (1¢) local government infrastructure surtax imposed pursuant to Part 5, Chapter 245, Seminole County Code (Seminole County Ordinance Number 91-8); and

**WHEREAS**, the parties amended the Interlocal Agreement on August 30, 1996, to amend the Exhibit "A" list of projects attached to it; and

WHEREAS, the COUNTY and the signatory municipalities desire to again amend the Interlocal Agreement to substitute the Revised Exhibit "A" project list, attached hereto and incorporated herein by reference, for the Exhibit "A" project list amended in 1996.

NOW, THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree to amend the Seminole County Transportation Plan Interlocal Agreement as follows:

1. The Revised Exhibit "A" project list, attached hereto and incorporated by reference, is hereby substituted for the Exhibit "A" project list attached to the parties' August 30, 1996 amendment to the Interlocal Agreement.

2. Section 1 of the Interlocal Agreement is amended to read:

**Section 1. Term.** This ~~Amended~~ Second Amendment to Seminole County Transportation Plan Interlocal Agreement, "the Agreement", shall become effective when approved by the Governing Bodies of the COUNTY and the signatory municipalities. This ~~The Amended Interlocal Agreement as amended~~, shall remain in effect for the life of the surtax imposed pursuant to Part 5, Seminole County Code (Seminole County Ordinance Number 91-8).

3. Section 2 of the Interlocal Agreement is amended to read:

**Section 2. Distribution of Proceeds.** The net revenues (meaning the collected surtax less amounts retained by the Florida Department of Revenue pursuant to State Law) derived from the local government infrastructure surtax levied and imposed by the COUNTY shall be allocated totally to the COUNTY. The COUNTY agrees to diligently prosecute County road projects listed in Revised Exhibit "A" to this Agreement, as amended, and to distribute funds to municipalities for City street projects. It is the intent of the parties to improve the County Road System and other roadways and to thereby provide acceptable levels of service to the residents of Seminole County and its municipalities as they travel the roadways located within Seminole County. It is the intent of the parties that revenues derived from the local government infrastructure surtax will be used to fund the identified improvements and other necessary improvements by constructing,

reconstructing and otherwise improving transportation facilities. The parties recognize the need to consistently communicate on an ongoing basis with regard to the use of surtax revenues and as to the project needs and timing as set forth in Revised Exhibit "A".

4. Section 3(b) of the Interlocal Agreement is amended to read as follows:

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Amended Interlocal Agreement, as amended, shall be valid only when expressed in writing and duly signed by the parties.

5. All other provisions of the Seminole County Transportation Plan Interlocal Agreement, as amended, remain the same.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to Seminole County Transportation Plan Interlocal Agreement to be executed in five (5) counterparts by their respective and duly authorized officials on the dates below.

ATTEST:

CITY OF ALTAMONTE SPRINGS

\_\_\_\_\_  
ERIN O'DONNELL, City Clerk

By: \_\_\_\_\_  
PATRICIA BATES, Mayor

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

*[Balance of this page intentionally left blank; signatory page continues on Page 4.]*

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL A. FOSTER, City Clerk

By: \_\_\_\_\_  
DAVID J. MEALOR, Mayor

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

*[Balance of this page intentionally left blank; signatory page continues on Page 5.]*

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
JANET R. DOUGHERTY, City Clerk

By: \_\_\_\_\_  
JEFF TRIPLETT, Mayor

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

Approved as to form and  
legality:

\_\_\_\_\_  
City Attorney

*[Balance of this page intentionally left blank; signatory page continues on Page 6.]*

ATTEST:

CITY OF WINTER SPRINGS

\_\_\_\_\_  
ANDREA LORENZO-LUACES, City Clerk

By: \_\_\_\_\_  
CHARLES LACEY, Mayor

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

*[Balance of this page intentionally left blank; signatory page continues on Page 7.]*

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 of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2013, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

LP-C/dre  
Attachment:  
Revised Exhibit "A"

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**Revised Exhibit 'A'**  
**1% (1c) Sales Tax/10 Year Project List**  
**Revised March 2013**

Road	From	To	Improvement
<b><u>COUNTY IMPLEMENTATION:</u></b>			
Airport Blvd.	U.S. 17-92	C.R. 46-A	2L-4L
Airport Blvd.	C.R. 46-A	S.R. 46	2L-4L
Bunnell Road	Eden Park Road	S.R. 434	2-3L
Chapman Road	S.R. 426	S.R. 434	2L-4L
Chuluota Bypass - Realignment of Snow Hill Rd	C.R. 419	Snow Hill Rd.	0-2L
C.R. 419	Lockwood Road	Snow Hill Rd.	2L-4L
C.R. 425 (Sanford Ave.)	Lake Mary Blvd. Ext.	Airport Blvd.	2L-4L
C.R. 427	S.R. 436	Charlotte Street	2L-4L
C.R. 427	S.R. 434	Longwood Hills Road	2L-4L
C.R. 427	Longwood Hills Road	Longwood-Lake Mary Blvd	2L-4L
C.R. 427	Longwood-Lake Mary Blvd	U.S. 17-92	2L-4L
C.R. 427	U.S. 17-92	Hester	2L-4L
C.R. 427	Hester	Lake Mary Blvd. Ext.	2L-4L
C.R. 46-A	Old Lake Mary Blvd	Country Club (C.R. 15)	2L-4L
C.R. 46-A	Country Club (C.R. 15)	Rinehart Road	2L-4L
C.R. 46-A	Rinehart Road	Orange Blvd. (C.R. 431)	2L-6L
C.R. 15	S.R. 46	Orange Blvd. (C.R. 431)	2L-4L
Dodd Road	Red Bug Lake Road	Howell Branch Road	2L-4L
Dog Track Rd./Seminola Blvd.	C.R. 427	U.S. 17-92	2L-4L
Dog Track Rd./Seminola Blvd.	U.S. 17-92	Lake Drive	2L-4L
Dog Track Rd./Seminola Blvd.	Lake Drive	E. Lake Drive	4L New Roadway
E. Lake Drive	Seminola Blvd.	Tuskawilla Rd.	2L-4L
East Lake Mary Blvd. (including widening and the extension to S.R. 46)	U.S. 17-92	S.R. 46	2L - 4L (and new 4L roadway)
Eden Park	Bunnell Road	Orange Co. Line	2-3L
Howell Branch Road	S.R. 436	Eastbrook Drive	2L-4L
Howell Branch Road	Eastbrook Drive	Dodd Road	2L-4L
Howell Branch Road	Dodd Road	S.R. 426	2L-4L
International Parkway	S.R. 46	C.R. 46-A	0-4L
Lake Emma Road	Sand Pond Road	Greenway Blvd	2L-4L
Lake Emma Road	Greenway Blvd.	Longwood Hills Road	2L-4L
Lake Mary Blvd.	Markham Woods Road	I-4	2L-4L
Lake Mary Blvd.	I-4	Rinehart Road	2L-6L
Lake Mary Blvd.	Rinehart Road	Country Club (C.R. 15)	2L-4L
Lake Mary Blvd.	Country Club (C.R. 15)	U.S. 17-92	2L-4L
Douglas/Markham Woods/S.R. 434			Intersection
McCulloch/Carillon Blvd.	S.R. 434	Lockwood Blvd.	2L-4L

**Revised Exhibit 'A'**  
**1% (1c) Sales Tax/10 Year Project List**  
**Revised March 2013**

Road	From	To	Improvement
Montgomery Road	Center Street	S.R. 434	2L-4L
Montgomery Road	S.R. 436	Center Street	2L-4L
Red Bug Lake Road	Eagle Circle	Dodd Road	2L-4L
Red Bug Lake Road	Dodd Road	Tuskawilla Road	2L-4L
Red Bug Lake Road	Tuskawilla Road	S.R. 426	2L-6L
Rinehart Road	C.R. 46-A	S.R. 46	0-2L
Rinehart Road	C.R. 46-A	S.R. 46	2L-4L
Snowhill Road Bridge			Replacement
Tuskawilla Road	S.R. 426	Dike Road	2L-4L
Tuskawilla Road	Dike Road	Red Bug Lake Road	2L-6L
Tuskawilla Road	Red Bug Lake Road	East Lake Drive	2L-4L
Tuskawilla Road	East Lake Drive	Winter Springs Blvd.	2L-4L
Tuskawilla Road	Winter Springs Blvd	S.R. 434	2L-4L
Wymore Road	Orange Co. Line	S.R. 436	Safety and Drainage Improvements
SunRail			
Signal System Improvements	Countywide	Countywide	
Landscaping	Countywide	Countywide	
Retention Ponds	Countywide	Countywide	
Design Update			
Pavement Rehabilitation and Resurfacing	Countywide	Countywide	
ADA Required Improvements	Countywide	Countywide	
New Oxford Road	S.R. 436	U.S. 17-92	2L-4L, including new extension
S.R. 46	Mellonville Ave	S.R. 415	2L-4L

**Revised Exhibit 'A'**  
**1% (1c) Sales Tax/10 Year Project List**  
**Revised March 2013**

Road	From	To	Improvement
<b><u>CITY IMPLEMENTATION:</u></b>			
<b><u>Altamonte Springs:</u></b>			
Douglas Avenue	Central Parkway	S.R. 436	2L - 2L Intersection Improvements
<b><u>Casselberry:</u></b>			
Winter Park Drive	Red Bug Lake Road	Seminola	2L-3L
Winter Park Drive/Belle Ave.	Seminola	S.R. 434	2L-3L Design Only
<b><u>Lake Mary:</u></b>			
Rinehart Road	Lake Mary Blvd	C.R. 46-A	2L-4L
<b><u>Longwood:</u></b>			
Rangeline Road	S.R. 434	Longwood Hills	Traffic Flow/Safety Improvements
<b><u>Oviedo:</u></b>			
Traffic Operations and Capacity Improvements		To be Designated	
<b><u>Sanford:</u></b>			
Traffic Operations and Capacity Improvements		To be Designated	
<b><u>Winter Springs:</u></b>			
North Moss Road	S.R. 434	C.R. 419	2L-4L
Traffic Operations and Capacity Improvements		To be Designated	

SEP 12 1993

**SEMINOLE COUNTY TRANSPORTATION PLAN** CITY OF WINTER SPRINGS  
**AMENDED INTERLOCAL AGREEMENT** CITY HALL

THIS AMENDED INTERLOCAL AGREEMENT, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY") and the following municipalities which shall collectively be referred to herein as the "signatory municipalities":

THE CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701; and

THE CITY OF LAKE MARY, a Florida municipal corporation whose address is Post Office Box 950700, Lake Mary, Florida 32795-0700; and

THE CITY OF SANFORD, a Florida municipal corporation, whose address is Post Office Box 1788, Sanford, Florida 32772-1788; and

THE CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708.

**W I T N E S S E T H:**

WHEREAS, the parties desire to amend that certain interlocal agreement entered by the parties in April and May of 1991 which is entitled "Seminole County Transportation Plan Interlocal Agreement"; and

WHEREAS, under the authority of Section 212.055(2), Florida Statutes, and pursuant to Part 5, Chapter 245, Seminole County Code (Seminole County Ordinance Number 91-8), the COUNTY imposed a 1.00

percent (1¢) local government infrastructure surtax upon taxable transactions occurring in Seminole County; and

**WHEREAS**, said Code/Ordinance provided for a method to distribute the proceeds received from the surtax consistent with State law; and

**WHEREAS**, the COUNTY and the signatory municipalities desire to earnestly and cooperatively work together in order to benefit the citizens of Seminole County and the municipalities within Seminole County by providing acceptable levels of service for roadways within the County Road System and further intend to provide for the distribution of revenues of the local government infrastructure surtax according to the terms of this Amended Agreement:

**NOW, THEREFORE**, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties hereto, the parties agree to provide for the distribution of the revenues derived from the local government infrastructure surtax as follows:

**SECTION 1. TERM.** This Amended Agreement shall become effective when approved by the Governing Bodies of the COUNTY and the signatory municipalities. This Amended Agreement shall remain in effect for the life of the surtax imposed pursuant to Part 5, Chapter 245, Seminole County Code (Seminole County Ordinance Number 91-8).

**SECTION 2. DISTRIBUTION OF PROCEEDS.** The net revenues (meaning the collected surtax less amounts retained by the Florida

Department of Revenue pursuant to State law) derived from the local government infrastructure surtax levied and imposed by the COUNTY shall be allocated totally to the COUNTY. The COUNTY agrees to diligently prosecute County road projects listed in Exhibit "A" to this Amended Agreement and to distribute funds to municipalities for City street projects. It is the intent of the parties to improve the County Road System and other roadways and to thereby provide acceptable levels of service to the residents of Seminole County and its municipalities as they travel the roadways located within Seminole County. It is the intent of the parties that revenues derived from the local government infrastructure surtax will be used to fund the identified improvements and other necessary improvements by constructing, reconstructing and otherwise improving transportation facilities. The parties recognize the need to consistently communicate on an ongoing basis with regard to the use of surtax revenues and as to the project needs and timing as set forth in Exhibit "A".

**SECTION 3. ENTIRE AGREEMENT, AS AMENDED.**

(a) It is understood and agreed that the entire Agreement of the parties, as amended, is contained herein and that this Amended Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Amended Agreement shall be valid only when expressed in writing and duly signed by the parties.

IT WITNESS WHEREOF, the parties having caused this Amended Agreement to be executed in five (5) counterparts by their respective and duly authorized offices on the respective dates.

ATTEST:

*Pat Wainwright*  
PAT WAINRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS  
By: *Judley Bates*  
J. DUDLEY BATES, Mayor

Date: *July 26, 1996*

ATTEST:

*Carol A. Foster*  
CAROL A. FOSTER, City Clerk  
*Approved 8-1-96*

CITY OF LAKE MARY  
By: *Lowry E. Rockett*  
LOWRY E. ROCKETT, Mayor

Date: *August 5, 1996*

ATTEST:

*Janet R. Dougherty*  
JANET R. DOUGHERTY, City Clerk  
*Approved 8-12-96*

CITY OF SANFORD  
By: *Betty D. Smith*  
BETTYE D. SMITH, Mayor

Date: *August 16, 1996*

ATTEST:

*Margo M. Hopkins*  
MARGO HOPKINS, City Clerk

CITY OF WINTER SPRINGS  
By: *John F. Bush*  
JOHN F. BUSH, Mayor

Date: *8-19-96*

ATTEST:

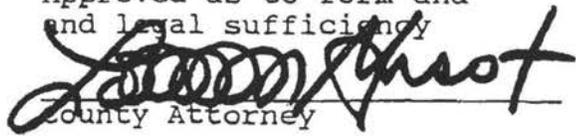
  
MARIANNE MORSE,  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
By: DICK VAN DER WEIDE, Chairman

Date: 8/30/96

For use and reliance  
of Seminole County only.  
Approved as to form and  
and legal sufficiency

  
County Attorney

As authorized for execution by  
the Board of County Commis-  
sioners at their Aug. 27,  
1996, regular meeting

LNG/gg  
02/08/94  
06/12/96  
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10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Airport Boulevard From C.R. 425 to U.S. 17-92 2L - 4L	1.00	6,437,500
Airport Boulevard From U.S. 17-92 to C.R. 46-A 2L - 4L	1.80	13,759,615
Airport Boulevard From C.R. 46-A to S.R. 46 2L - 4L	1.80	8,375,013
Bunnell Road From Eden Park Rd to S.R. 434 2L - 4L	1.10	7,887,500
Chapman Road From S.R. 426 to S.R. 434 2L - 4L	1.50	8,869,992
Chuluota Bypass From C.R. 419 to Snowhill Rd. 0L - 2L	1.60	3,573,545
C.R. 419 From Lockwood Rd to E. Oviedo Limits 2L - 4L	2.30	5,600,000
C.R. 419 From E. Oviedo Limits to Second St. 2L - 4L	1.00	4,800,000
C.R. 425/Sanford Avenue From Airport Blvd to Lake Mary Blvd 2L - 4L	1.10	7,231,166

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Total
C.R. 427 From S.R. 436 to Charlotte St 2L - 4L	1.50	12,982,036
C.R. 427 From S.R. 434 to Longwood Hills 2L - 4L	1.20	9,374,270
C.R. 427 From Longwood Hills to Lngwd/Lk Mary 2L - 4L	0.60	5,232,536
C.R. 427 From Lngwd/Lk Mary to U.S. 17-92 2L - 4L	1.90	13,540,911
C.R. 427 From U.S. 17-92 to Hester 2L - 4L	1.40	6,678,442

(D)=Design;(R)=ROW Acquisition;(C)=Construction.

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
C.R. 427 From Hester to Lake Mary Blvd 2L - 4L	2.00	7,939,784
C.R. 46-A From Old Lake Mary to C.R. 15 2L - 4L	1.50	10,256,250
C.R. 46-A From C.R. 15 to Rinehart Rd 2L - 4L	1.80	9,891,430
C.R. 46-A From Rinehart Rd to C.R. 431 2L - 4L		4,880,000
Dodd Rd From Red Bug Lake to Howell Branch 2L - 4L	1.90	7,139,306
Dog Track Road From C.R. 427 to U.S. 17-92 2L - 4L	0.70	3,074,364
Seminola Blvd From U.S. 17-92 to Lake Dr 2L - 4L	2.60	12,004,018
Eden Park From Bunnell Rd to Orange Co. 2L - 4L	0.90	6,337,500

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Grantline Road From S.R. 46 to C.R. 46-A 0L - 2L	2.00	7,905,090
Howell Branch Road From Lake Howell Rd to S.R. 436 4L - 6L	0.50	5,772,009
Howell Branch Road From S.R. 436 to Eastbrook Dr 2L - 4L	0.80	8,948,329
Howell Branch Road From Eastbrook Dr to Dodd Rd 2L - 4L	1.20	4,106,521
Howell Branch Road Dodd Rd to S.R. 426 2L - 4L	0.90	8,125,962

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Lake Drive From Seminola Blvd to Tuskawilla Rd 2L - 4L	2.50	17,143,750
Lake Emma Rd From Sand Pond Rd to Longwood Hills 2L - 4L	2.10	13,143,750
Lake Mary Boulevard From Markham Woods to I-4 2L - 4L	1.00	886,441
Lake Mary Boulevard From I-4 to Rinehart Rd 2L - 6L	0.90	1,464,673
Lake Mary Boulevard From Rinehart Rd to C.R. 15 2L - 4L	1.50	2,647,905
Lake Mary Boulevard From C.R. 15 to U.S. 17-92 2L - 4L	2.20	16,268,885
Douglas Ave/Markham Woods Intersection at S.R. 434 2L - 4L	0.40	6,300,000
McCulloch/Carillon Blvd From S.R. 434 to Lockwood Blvd 2L - 4L	3.30	45,529
Montgomery Road From S.R. 436 to Center St 2L - 4L	1.00	7,888,150

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Montgomery Road From Center St to S.R. 434 2L - 4L	1.00	7,773,681
Red Bug Lake Road From S.R. 436 to Eagle Cir 4L - 6L	0.70	5,045,000
Red Bug Lake Road From Eagle Cir to Tuskawilla Rd 2L - 4L	2.10	7,617,523
Red Bug Lake Road From Tuskawilla Rd to S.R. 426 2L - 4L	2.70	9,972,698
Rinehart Road From C.R. 46-A to S.R. 46 2L - 4L	2.10	1,744,994
Rinehart Road From S.R. 46 to S.R. 417 0L - 2L	0.00	0
Rinehart Road From S.R. 417 to C.R. 46-A 2L - 4L	0.00	1,806,839
Sand Lake Road From Hunt Club Blvd to S.R. 434 2L - 4L	1.90	13,651,250

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Silver Lake Dr/Lake Mary Blvd Ext. From U.S. 17-92 to C.R. 425 2L - 4L	1.80	5,000,000
Silver Lake Dr/Lake Mary Blvd Ext. From C.R. 425 to Airport Entrance 2L - 4L	1.20	7,243,000
Silver Lake Dr/Lake Mary Blvd Ext. From Airport Entrance to S.R. 46 0L - 2L	4.00	6,000,000
Snowhill Road Bridge Replacement	0.40	2,596,080
Tuskawilla Road From S.R. 426 to Dike Rd 2L - 4L	1.40	7,310,987
Tuskawilla Road From Dike Rd to Red Bug Lake Rd 2L - 6L	0.70	5,155,141
Tuskawilla Road From Red Bug Lake Rd to Lake Dr 2L - 4L	1.20	10,775,501
Tuskawilla Road From Lake Dr to Winter Springs Blvd 2L - 4L	1.00	4,956,641

10 Year/1 Cent Sales Tax Exhibit A

TRANSPORTATION IMPROVEMENTS

Road Projects - County	Length (Miles)	Ten Year Estimate
Tuskawilla Road From Winter Springs Blvd to S.R. 434 2L - 4L	1.60	6,634,536
Wymore Road From Orange Co to S.R. 436 2L - 4L	1.70	7,853,276
Transit/Signals Signal System Improvements		16,799,000
Landscaping		12,500,000
Retention Ponds		2,850,000
Design Update		150,000
<b>SUB-TOTAL - County Projects</b>	<b>77.00</b>	<b>419,948,319</b>

10 Year/1 Cent Sales Tax Schedule

TRANSPORTATION IMPROVEMENTS

Road Projects - City	Length (Miles)	Ten Year Estimate
<u>Altamonte Springs</u>		
Douglas Avenue From Central Pkwy to S.R. 436 2L - 2L Intersection Improvements	0.90	3,200,000
<u>Longwood</u>		
Rangeline Road From S.R. 434 to Longwood Hills 2L - 2L Traffic Flow Improvements	1.00	800,000
<u>Lake Mary</u>		
Rinehart Road From Lake Mary Blvd to C.R. 46-A 2L - 4L	2.10	5,500,000
<u>Winter Springs</u>		
Traffic Operations & Capacity Improvmnts To Be Designated	0.00	1,800,000
North Moss Road From S.R. 434 to C.R. 419 2L - 4L	0.60	1,000,000
<u>Casselberry</u>		
Winter Park Drive From Red Bug Lake Rd to Seminola 2L - 3L	2.00	2,300,000
Winter Park Dr Seminola to S.R. 434 2L - 3L (Design Only)	1.50	100,000
<u>Sanford</u>		
Traffic Operations & Capacity Improvmnts To Be Designated	0.00	5,800,000
<u>Oviedo</u>		
Traffic Operations & Capacity Improvmnts To Be Designated	0.00	4,900,000
<b>SUB-TOTAL - City Projects</b>	<b>8.10</b>	<b>25,400,000</b>
<b>GRAND TOTAL-County &amp; City Projects</b>	<b>85.10</b>	<b>445,348,319</b>

10 Year/1 Cent Sales Tax Exhibit A

SUMMARY OF CASH FLOW PROJECTIONS

Revenues/Costs	CURRENT ESTIMATES/PROJECTIONS		Estimate/ Projections
	First Five Years FY 1991/92 - 1995/96	Second Five Years FY 1996/97 - 2000/01	Total
<u>REVENUES</u>			
1 Cent Sales Tax	\$139,520,608	\$186,081,893	\$325,602,501
Other County Revenue			
Impact Fee	\$23,648,873	\$25,414,394	\$49,063,267
Impact Fee Deferred Revenue		\$617,079	\$617,079
Local Option Gas Tax	\$1,077,615	\$2,500,000	\$3,577,615
Interest and Participations	\$11,175,779	\$14,885,585	\$26,061,364
Beginning Available Balance	\$40,460,969	\$0	\$40,460,969
Total Revenue	\$215,883,844	\$229,498,951	\$445,382,795
<u>IMPROVEMENTS</u>			
City Projects	\$2,639,892	\$22,760,108	\$25,400,000
County Projects	\$197,767,947	\$189,881,372	\$387,649,319
To Be Designated - Transit/Traffic Ops/Safety	\$0	\$16,799,000	\$16,799,000
Landscape/Retention/Design	\$6,000,000	\$9,500,000	\$15,500,000
Grand Total Projects	\$206,407,839	\$238,940,480	\$445,348,319
<u>BALANCES (i.e., contingency)</u>			
Ending Balance/Contingency (Revenue minus Projects)	\$9,476,005	(\$9,441,529)	\$34,476

FILED IN OFFICE  
CITY CLERK OF SEMINOLE COUNTY

SEMINOLE COUNTY TRANSPORTATION PLAN  
INTERLOCAL AGREEMENT

91 JUL -3 14 11:39

THIS INTERLOCAL AGREEMENT, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY") and the following municipalities:

THE CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter referred to as "ALTAMONTE SPRINGS"); and

THE CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereinafter referred to as "CASSELBERRY"); and

THE CITY OF LAKE MARY, a Florida municipal corporation whose address is Post Office Box 950700, Lake Mary, Florida 32795-0700 (hereinafter referred to as "LAKE MARY"); and

THE CITY OF LONGWOOD, a Florida municipal corporation whose address is 175 West Warren Avenue, Longwood, Florida 32750 (hereinafter referred to as "LONGWOOD"); and

THE CITY OF OVIEDO, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereinafter referred to as "OVIEDO"); and

THE CITY OF SANFORD, a Florida municipal corporation, whose address is Post Office Box <sup>1788</sup>1278, Sanford, Florida <sup>1788</sup>32772-1278 (hereinafter referred to as "SANFORD"); and

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Eva Beach  
DEPUTY CLERK

---

THE CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708 (hereinafter referred to as "WINTER SPRINGS").

W I T N E S S E T H:

WHEREAS, under the authority of Section 212.055(2), Florida Statutes, and pursuant to Seminole County Ordinance Number 91-8, the COUNTY imposed a 1.00 percent (1¢) local government infrastructure surtax upon taxable transactions occurring in Seminole County and which provided for distribution of the proceeds from the surtax; and

WHEREAS, the COUNTY and signatory municipalities desire to earnestly and cooperatively work together in order to benefit the citizens of Seminole County and the municipalities within Seminole County by providing acceptable levels of service for roadways within the County Road System and intend to provide for the distribution of revenues of the local government infrastructure surtax according to the terms of this Agreement:

NOW, THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties hereto, the parties agree to provide for the distribution of the revenues derived from the local government infrastructure surtax as follows:

SECTION 1. TERM. This Agreement shall become effective when approved by the Governing Bodies of the COUNTY and the requisite number of municipalities pursuant to Section

---

212.055(2)(c)1, Florida Statutes. This Agreement shall remain in effect for the life of the surtax imposed pursuant to Seminole County Ordinance Number 91 - 8.

**SECTION 2. DISTRIBUTION OF PROCEEDS.** The net revenues (meaning the collected surtax less amounts retained by the Florida Department of Revenue pursuant to State law) derived from the local government infrastructure surtax levied and imposed by the COUNTY shall be allocated totally to the COUNTY. The COUNTY agrees to diligently prosecute the projects listed in Exhibit "A" to this Agreement. It is the intent of the parties to improve the County Road System and thereby provide acceptable levels of service to the residents of Seminole County and its municipalities as they travel the roadways located within Seminole County. It is the intent of the parties that revenues derived from the local government infrastructure surtax will be used to fund the identified improvements and other necessary improvements by constructing, reconstructing and otherwise improving transportation facilities. The parties recognize the need to consistently communicate on an ongoing basis with regard to the use of surtax revenues and as to the project needs and timing as set forth in Exhibit "A".

**SECTION 3. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements



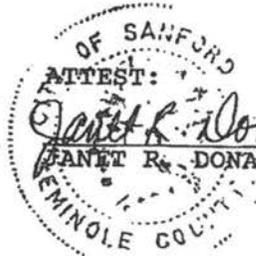
ATTEST:

CITY OF OVIEDO

NANCY K. COX, City Clerk

By: CHARLIE BEASLEY, Mayor

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



ATTEST:  
Janet R. Donahoe  
JANET R. DONAHOE, City Clerk

CITY OF SANFORD

By: Bettye D. Smith  
BETTYE D. SMITH, Mayor

Date: April 25, 1991

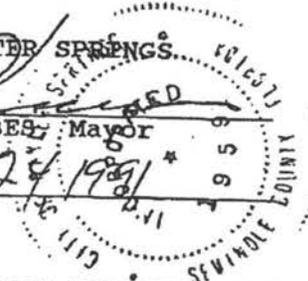
ATTEST:

Mary T. Norton  
MARY T. NORTON, City Clerk

CITY OF WINTER SPRINGS

By: Phillip Kulbes  
PHILLIP KULBES, Mayor

Date: April 24, 1991



ATTEST:  
Maryanne Morse  
MARYANNE MORSE,  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Fred W. Streetman, Jr.  
FRED W. STREETMAN, JR., Chairman

Date: 4/10/91

For use and reliance  
of Seminole County only.  
Approved as to form and  
and legal sufficiency

As authorized for execution by  
the Board of County Commis-  
sioners at their April 9,  
1991, regular meeting.

[Signature]  
County Attorney

LNG/gn  
3/28/91  
4/1/91

EXHIBIT 'A'

1% (1¢) Sales Tax/10 Year Project List

Road	From	To	Improvement	Miles	Total Estimated Project Cost **		City with Direct Benefit
					Within 5 Years	Beyond 1996	
COUNTY IMPLEMENTATION							
Howell Branch Road	Lake Howell Road	S.R. 436	4L-6L	0.3	\$2.4		Casselberry
	S.R. 436	Eastbrook Drive	2L-4L	0.8	\$3.6		Casselberry
	Eastbrook Drive	Dodd Road	2L-4L	1.2	\$4.5		
	Dodd Road	S.R. 425	2L-4L	0.8	\$3.9		
Red Bug Lake Road	S.R. 436	Eagle Circle	4L-6L	0.7		\$4.7	Casselberry
	Eagle Circle	Dodd Road	2L-4L	2.1	\$6.5		
	Dodd Road	Tuslawilla Road	2L-4L	0.7	(above)		
	Tuslawilla Road	S.R. 425	2L-6L *	2.9	\$9.7		Oviedo
Tuslawilla Road	S.R. 425	Dike Road	2L-4L	1.4	\$7.0		
	Dike Road	Red Bug Lake Road	2L-4L	0.7	\$4.2		
	Red Bug Lake Road	East Lake Drive	2L-4L	1.2	\$6.5		
	East Lake Drive	Winter Springs Blvd.	2L-4L	1.0	\$4.6		Winter Springs
	Winter Springs Blvd.	S.R. 434	2L-4L	1.6		\$10.2	Winter Springs
C.R. 427	S.R. 436	Charlotte Street	2L-4L	1.5	\$6.5		Altamonte Springs
	S.R. 434	Longwood Hill Road	2L-6L	1.2	\$5.2		Longwood
	Longwood Hill Road	Longwood-Lake Mary Road	2L-6L	0.8	\$2.6		Longwood
	Longwood-Lake Mary Road	U.S. 17-92	2L-4L	1.9	\$8.7		
	U.S. 17-92	Hester	2L-4L	1.4	\$4.4		
	Hester	Lake Mary Blvd. Ext.	2L-4L	2.0	\$9.1		Sanford
C.R. 425 (Sanford Ave.)	Lake Mary Blvd. Ext.	Airport Blvd.	2L-4L	1.1	\$6.1		Sanford
Airport Blvd.	C.R. 425	U.S. 17-92	2L-4L	1.0		\$6.4	Sanford
	U.S. 17-92	C.R. 46-A	2L-4L	1.8		\$11.5	Sanford
	C.R. 46-A	S.R. 46	2L-4L	1.8	\$9.2		Sanford
C.R. 46-A	Old Lake Mary Road	Country Club (C-15)	2L-4L	1.5		\$9.5	Sanford
	Country Club (C-15)	Rinehart Road	2L-4L	1.8	\$8.2		Lake Mary
	Rinehart Road	Orange Avenue (C-131)	2L-6L	1.0	\$4.6		Lake Mary
Lake Mary Blvd.	Marlham Woods Road	I-4	2L-6L *	1.0	\$1.0		
	I-4	Rinehart Road	2L-6L	0.9	\$0.9		Lake Mary
	Rinehart Road	Country Club (C-15)	2L-6L *	1.5	\$1.5		Lake Mary
	Country Club (C-15)	U.S. 17-92	2L-4L	2.2	\$11.8		Lake Mary/Sanford

EXHIBIT 'A' (Continued)

1% (1¢) Sales Tax/10 Year Project List

Road	From	To	Improvement	Mile	Total Estimated Project Cost * *		City with Direct Benefit
					Within 5 Years	Beyond 1996	
COUNTY IMPLEMENTATION							
Dog Track Rd./Seminola Blvd.	C.R. 427	U.S. 17-92	2L-4L	0.7	\$3.2		Casselberry/Longwood
			2L-4L	1.9	\$11.3		Casselberry
			4L-6L	1.9	\$1.0		R-O-W (Casselberry)
Seminola/Lake Drive	Seminola	Tuekawilla Road	2L-4L	2.5		\$16.0	Casselberry/Winter Springs
Lake Emma Road	Sand Pond Road	Greenway Blvd.	2L-4L	0.7		\$4.5	Lake Mary
			2L-4L	1.4		\$8.9	Longwood
Rinehart Road	C.R. 46-A	S.R. 46	0-2L	1.8	\$2.6		Sanford
			2L-4L			\$3.6	Sanford
Grantline Road	S.R. 46	C.R. 46-A	0-2L	2.0	\$3.0		
C.R. 419	Lockwood Road	Second Street	2L-4L	3.3		\$21.1	Oviedo
Chapman Road	S.R. 426	S.R. 434	2L-4L	1.5	\$6.5		Oviedo
Dodd Road	Red Bug Lake Road	Howell Branch Road	2L-4L	1.9	\$6.9		
Center Street/Crane's Roost	Raymond Avenue	Palm Springs Drive	2L-4L	0.9		City	
Eden Park	Bunnell Road	Orange Co. Line	2L-4L	0.9		\$5.8	Altamonte Springs
Wymore Road	Orange Co. Line	S.R. 436	2L-4L	1.7		\$10.9	Altamonte Springs
Sand Lake Road	Hunt Club Blvd.	S.R. 434	2L-4L	1.9		\$12.1	Altamonte Springs
Bunnell Road	Eden Park Road	S.R. 434	2L-4L	1.1		\$7.0	Altamonte Springs
Montgomery Road	Center Street	S.R. 434	2L-4L	1.0	\$4.8		Altamonte Springs
	S.R. 436	Center Street	2L-4L	1.0	\$4.8		Altamonte Springs
Silver Lake Drive (including widening of Lake Mary Blvd. Ext.)			2L	7.0		\$13.9	Sanford
Douglas/Markham Woods/ S.R. 434			Intersection Realign.	—		\$2.1	Altamonte Springs
Chuluota Bypass			0-2L	1.6		\$3.2	Oviedo
Snowhill Road Bridge			Repl.	—		\$2.9	

EXHIBIT 'A' (Continued)

1% (1¢) Sales Tax/10 Year Project List

Road	From	To	Improvement	Miles	Total Estimated Project Cost **		City with Direct Benefit	
					Within 5 Years	Beyond 1995		
CITY IMPLEMENTATION								
Douglas Avenue	Central Parkway	S.R. 438	2L-4L	0.9	\$3.2		Alamonte Springs	
Winter Park Drive	Red Bug Lake Road	Seminola	2L-3L	2.0	\$1.1		Casselberry	
Winter Park Drive/Selle Ave.	Seminola	S.R. 434	Collector System	1.5	\$6.1	\$1.2	Casselberry	
Rinehart Road	Lake Mary Blvd.	C.R. 46-A	2L-4L	2.1	\$3.9		Lake Mary	
Rangeline Road	S.R. 434	Longwood Hills	Traffic Flow/Safety Impr's.	1.0	\$0.8		Longwood	
Florida Avenue (Reconstruct 2-L only)	S.R. 434	C.R. 426	Connector & Bridge	0.4		\$4.9	Oviedo	
C.R. 46-A (25TH Street)	Old Lake Mary	U.S. 17-92	Reconstruct 4-L/Traffic Flow Impr's.	1.2		\$5.8	Sealord	
North Moss Road	S.R. 434	C.R. 418	2L-4L	0.6		\$1.0	Winter Springs	
Tusculville Bypass Collector	Tusculville Road	S.R. 434	0-4L	0.5	\$1.8		Winter Springs	
SUBTOTAL - All Road Projects						\$180.7	\$167.3	
PLUS: CONTINGENCY (20%)						\$37.7	\$33.5	
LESS: OTHER REVENUES (Seminole County - Impact fees/gas tax)						(\$89.4)	(\$61.5)	
TO BE DESIGNATED							\$22.3	
Transit - Design/Acquisitions								
Operations & Safety - Countywide network signal system and Intersection Improvements								
GRAND TOTAL - ALL PROJECTS						\$137.0	\$161.6	\$298.6

\* 6 Lane R-O-W/4 Lane Construction based on design.

\*\* Costs include inflation and are estimates. Costs are in millions.



## CITY MANAGER'S REPORT

DATE: March 7, 2013  
TO: City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: City Manager's Report

---

### ITEMS FOR COMMISSION ACTION:

1. RFQ 13-03 – Agent of Record Services for Employee Benefit Programs. **(ATTACHMENT #1)**
2. Direction on extension of Waste Management contract. **(ATTACHMENT #2)**
3. Information Technology Infrastructure Strategies and Surplus Computers. **(ATTACHMENT #3)**



## CITY MANAGER'S REPORT

DATE: March 7, 2013  
TO: City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: RFQ 13-03 - Agent of Record Services for Employee Benefit Programs

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Proposals for RFQ 13-03 were received on February 1, 2013. The intent of the RFQ was to choose an Agent of Record for Employee Benefit Programs.

The selection committee consisted of the following members:

1. Jackie Sova, City Manager
2. Dianne Holloway, Finance Director
3. Randy Petitt, Human Resources Manager

Committee members individually read, evaluated and scored each of the eleven (11) proposals received. The Committee met on February 15, 2013 to discuss their ranking of the proposals and an evaluation summary was developed. The top five (5) applicants were selected to make an oral presentation to the Committee. These five applicants included Brown and Brown, Gallagher Benefits Services, Gehring Group, Hylant and LassiterWare. Each of these applicants were invited to make a presentation on Friday, February 22, 2013 to discuss the following four (4) topics:

History and relationship with on-site health clinics  
History and relationship with Aetna  
History with self-funded clients  
Methodology and process used for determining and making recommendations for employee payment (payroll deduction) for coverage in self-funded environment.

The Committee met on February 28, 2013 to determine the final ranking of the proposals.

**Recommendation:**

Based on the proposals, scoring matrix and presentations, the Selection Committee recommends the City Commission authorize the City Manager to conduct contract negotiations with Gehring Group to serve as Agent of Record for Employee Benefit Programs.

**Attachments**

1. Selection Committee Evaluation Summary
2. Final Ranking Summary

City of Lake Mary Evaluation Summary

RFQ 13-03

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Posting Date: 2/18/2013

	Firm Name	City Manager	Finance Director	Human Resources Manager	Total Points
1	Insurance Office of America	65	54	85	204
2	The Crowne Group	62	65	86	213
3	Hylant Group	85	77	92	254
4	Gallagher Benefit Services, Inc	84	82	96	262
5	Ascension Benefits & Insurance Solutions	73	77	86	236
6	Alltrust Insurance, Inc	67	73	88	228
7	Gehring Group	97	99	98	294
8	Willis of Florida, Inc	64	56	86	206
9	Bellus Insurance Services	62	64	79	205
10	Lassiter Ware	83	78	93	254
11	Brown and Brown Insurance	94	93	97	284



City of Lake Mary oral presentation ranking  
RFQ 13-03  
AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

	Firm Name	Presentation time	City Manager	Finance Director	Human Resources Manager	Total Points	Ranking
1	Gallagher Benefit Services, Inc	11:00 AM	3	3	5	11	3
2	Hylant Group	1:00 PM	4	4	4	12	4
3	Gehring Group	2:00 PM	1	1	1	3	1
4	Brown and Brown Insurance	3:00 PM	2	2	2	6	2
5	Lassiter Ware	4:00 PM	5	5	3	13	5

Oral presentations scheduled for 2/22/13 for top five candidates

The evaluation committee met to establish the final ranking of the firms following their presentations.

Meeting Date: February 28, 2013

Meeting Time: 10:30 AM

In attendance: Jackie Sova, City Manager, Dianne Holloway, Finance Director, Randy Pettit, Human Resources Manager and Jill J. Alvarez, Purchasing Coordinator.



## CITY MANAGER'S REPORT

DATE: March 7, 2013  
TO: City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: Direction on extension of Waste Management contract

---

In accordance with their exclusive contract, Waste Management has requested the five year contract extension provided for in Article 5 of that document. (See attached letter of request and excerpt of the contract.) Should this contract not be extended, the final contract expiration date would be February 28, 2014. A long lead time is required as the City would need adequate time to go through an extensive bid process, negotiate a contract, and prepare for any changes. There are other companies who can provide these services and we have had inquiries as to our plans. If it is your direction to bid our solid waste services we would need to make plans for cart and dumpster change outs, a billing conversion, customer notifications, etc.

At this time we are not experiencing any problems with Waste Management. The request for a contract renewal does not include a request for a rate increase for this year. The current contract does provide for an annual CPI although we have had only one 5% increase during the five-year term. During the past five years the City's average annual revenues related to this contract have been \$382,912.39. The average annual remittance the City has paid to Waste Management over the last five years is \$1,403,529.

### **Recommendation:**

That the Commission direct staff to enter into negotiations to renew the five-year contract with Waste Management.



WASTE MANAGEMENT, INC. OF FLORIDA

3510 Rio Vista Avenue  
Orlando, FL 32805  
(407) 843-7370  
(407) 839-3458 Fax

February 22<sup>nd</sup> 2013

Jackie Sova  
City Manager  
City of Lake Mary  
100 North Country Club Rd.  
Lake Mary, Fl. 32795-8445

Subject: Collection/Franchise Agreement/Contract Renewal

Ms. Sova:

As we have discussed in the past few weeks, Waste Management Inc. of Florida would appreciate the opportunity to continue providing solid waste and recycling collection services for the City of Lake Mary. Therefore Waste Management is making a formal request to extend the existing Collection Franchise Service Contract Agreement not only for the 2013 – 2014 service year but also for an additional five years extension, renewal term to be effective 2014 through 2019.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Morrison'. The signature is fluid and cursive.

Alan Morrison  
Government Affairs Manager  
Orlando, Fl.  
407-702-4788

omission of the Franchise Collector, its officers, agents, servants, employees and subcontractors.

#### **ARTICLE 5 - TERM**

The term of this Agreement shall be for five (5) years beginning March 1, 2009 and ending February 28, 2014.

This Franchise Agreement may, by mutual consent of the parties, be extended for an additional five (5) year term beginning March 1, 2014, and ending February 28, 2019, utilizing like terms. Should the Franchise Collector desire to extend the Franchise Agreement, the Franchise Collector's representative shall notify the City in writing twelve (12) months in advance of the expiration date.

#### **ARTICLE 6 - STATEMENT OF ASSURANCE/NON-DISCRIMINATION**

For the term of this Agreement, the Franchise Collector shall not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap or marital status in any form or manner against said Franchise Collector's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act and the Florida Human Rights Act of 1977) and understands this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Franchise Collector herein assures the City that said Franchise Collector will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved and other applicable federal and state laws, executive orders, and regulations prohibiting discrimination referenced herein. This Statement of Assurance shall be interpreted to include Veterans and Disabled Veterans within its protective range of applicability.

#### **ARTICLE 7 - RESPONSIBILITIES OF FRANCHISE COLLECTOR**

##### **7.1 Equipment and Personnel**

The Franchise Collector shall do all the work and furnish at its own expense all labor, materials, equipment, including carts, and all other facilities as may be necessary and proper for performing and completing the work under this Agreement.

The work shall be performed in accordance with the true intent and meaning of this Agreement. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practices, with workmanship of the highest quality, all as determined by and entirely to the satisfaction of the City.

Unless otherwise expressly provided, the means and methods of collection shall be such as the Franchise Collector may choose, subject, however, to the approval of the City. Only adequate and safe procedures, methods, and equipment shall be used. The Franchise Collector shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Franchise Collector to perform the contractual duties. A failure to employ such reserve equipment within that time frame after notice of a need to do so shall subject the Franchise Collector to



## CITY MANAGER'S REPORT

DATE: March 7, 2013

TO: City Commission

FROM: Dianne Holloway, Finance Director

SUBJECT: Information Technology Infrastructure Strategies and Surplus Computers

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Over the past several months, staff has been in the process of evaluating the overall health of the City's Information Technology infrastructure and looking at strategies for reducing risk and preventing disaster. We have identified critical infrastructure components that are beyond their productive life and need to be replaced because warranties can no longer be extended and manufacturers no longer support these products. The benefit of replacing and reconfiguring equipment will assist with prevention strategies for disaster recovery including network path redundancy between most City locations, data center redundancy and server virtualization with redundant capacity. In October 2012, City Hall experienced a lightning strike that damaged approximately \$30,000 of communication equipment. We have learned from that experience the importance of reducing risk and preventing disaster and will be working with a consultant to evaluate lightning and surge protection needs. Additionally, by reducing the number of pieces of equipment supporting our network, we will recognize energy savings, enhanced space utilization and will simplify server management.

Strategies include adding a third virtual server and software that will manage all three of our virtual servers in our network eliminating five (5) physical servers that are at end of life. Upon decommissioning, these servers will be utilized in a storage or backup role. With the assistance of a JAG grant received by the Police Department, a Storage Area Network (S.A.N.) will be purchased to be used as a source for reliable backup, recovery and data storage especially for the extensive amount of video and audio files from officer's personal recording devices and in-car videos. A computer will be procured that will enable the Police Department to view the County traffic cameras along Lake Mary Boulevard. The IVR server used to manage the Building Permit process and the City's firewall is at end of life and will be replaced recognizing the benefits of new technology. Additional battery backup for the server room at City Hall is needed as well. IBM will no

longer support the operating system on the AS400 after September 2013 requiring us to upgrade prior to the close of this fiscal year. We are also planning to purchase tablets for use at Commission and other board meetings to eliminate/minimize the use of paper agendas and agenda packet materials.

Annual desktop and laptop needs/replacements have been identified for this budget year. We will purchase nineteen (19) desktop and sixteen (16) laptops. As with past practice, we will shift some of the older units to areas where usage is less intense but the systems are still functioning well. The surplus items listed below identify the oldest units that need to be taken out of service.

We estimate the cost for these strategies to be approximately \$102,000. The adopted fiscal year 2013 budget provided \$91,352 in funding for Disaster Recovery, Network Upgrades and Development, Desktop and Laptop Replacement. The JAG Grant award for the purchase of the S.A.N. is \$15,990. Because funding sources total \$107,342 we can implement these strategies within existing budget parameters. Purchasing policies have been followed to obtain quotes for the procurement of the above listed equipment. The best prices on a majority of the hardware to include the desktops, laptops, the virtual server and the S.A.N. can be obtained through Dell on Florida State Contract and will not exceed a total of \$70,000. Various other vendors will be used to obtain remaining needed items at lower dollar thresholds.

**Recommendation:**

Authorize the City Manager to execute a purchase order to Dell in an amount not to exceed \$70,000 and to declare the thirty-four (34) asset tag numbers below as surplus items and authorize the City Manager to dispose of same.

Surplus Item Asset Tag Numbers:

2004	10355	10575	10658	10714
2184	10440	10579	10659	10758
2281	10443	10580	10660	10763
2297	10490	10581	10680	10764
2298	10491	10582	10686	10788
2327	10494	10589	10698	10900
10235	10540	10657	10703	