



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, APRIL 18, 2013 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: March 21, 2013**
- 6. Special Presentations**
 - A. Proclamation - Children's Mental Health Month (The Children's Cabinet of Seminole County)**
 - B. Proclamation - North American Occupational Safety and Health Week**
 - C. Proclamation - Florida Letter Carriers Food Drive Day**
- 7. Unfinished Business**

- A. Ordinance No. 1480 - Amending Waterside PUD, 1255 and 1275 W. Lake Mary Boulevard; LLC/Allan Goldberg, applicant - Second Reading (Public Hearing) (Gary Schindler, City Planner) (Postponed 3/21/13)**
- B. Request for Preliminary Subdivision Approval for Waterside PUD (Public Hearing) (Gary Schindler, City Planner)**

8. New Business

- A. Approval of Jobs Growth Incentive (JGI) Program Interlocal Funding Agreement for Digital Risk, LLC (Jackie Sova, City Manager)**
- B. Ordinance No. 1485 - Revisions to Section 154.21 of the Code of Ordinances related to mobile food vendors - First Reading (Public Hearing) ()**
- C. Ordinance No. 1486 - Revision to Section 154.67 (G)(2) of the Code of Ordinances, parking standards for the West Village of the DC (Downtown Centre) Zoning District - First Reading (Public Hearing) ()**
- D. Ordinance No. 1487 - Revision to Section 154.67 (F) (5) of the Code of Ordinances, City constructed parking spaces in the DC (Downtown Centre) Zoning District - First Reading (Public Hearing) ()**
- E. Request for Final Plat for the Lake Mary Professional Offices Project on Middle Street (Public Hearing) (Steve Noto, Planner)**
- F. Resolution No. 921- Amending FY 2013 Budget to provide for annual Law Enforcement Trust Fund Donations (Steve Bracknell, Police Chief)**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. Agreement to provide Agent of Record Services Relating to Employee Benefits**
- b. Waste Management annual price increase**
- c. Surplus (1) marked Police vehicle #2270**
- d. Cancellation and change in meeting dates**

B. Items for Information

a. Mid-Year Financial Report

b. Monthly Department Reports

12. Mayor and Commissioners Report

13. City Attorney's Report

A. Extension to Contract to purchase property from Harriet Mixon

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: May 2, 2013



Lake Mary, Florida
Office of the Mayor
Proclamation

Whereas, mental health is fundamental to the overall health and well-being of all children in the City of Lake Mary; and

Whereas, severe mental illness such as schizophrenia, bipolar disorder, major depression, obsessive compulsive disorder, and severe anxiety disorders are more common than cancer, diabetes and heart disease and affects one in every five families in Lake Mary; and

Whereas, the treatment success rates for mental illness compare favorably to the rate for chronic physical disorders such as heart disease, diabetes or cancer; and

Whereas, mental illness continues to remain shrouded in stigma and discrimination from societal prejudice creating barriers to full community integration and inclusion of children with mental illness, and keeping those affected and their families from seeking care; and

Whereas, increased public awareness of children's mental health issues may lead to reduced stigma and discrimination and earlier identification and treatment leading to lower health care and correctional costs, increased productivity, and improved ability to contribute to healthier families and communities; and

Whereas, the City of Lake Mary takes pride in upholding the dignity and civil rights of all of its children, including those with disabilities such as psychiatric illness.

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

“CHILDREN’S MENTAL HEALTH AWARENESS MONTH”

and recognize May 9, 2013, as:

“NATIONAL CHILDREN’S MENTAL HEALTH AWARENESS DAY”

in the City of Lake Mary.

Duly proclaimed this 18th day of April, A.D., 2013.

CITY OF LAKE MARY, FLORIDA

By: _____
DAVID J. MEADOR, MAYOR



Lake Mary, Florida
Office of the Mayor
Proclamation

Whereas, the residents of the City of Lake Mary value safe and healthful workplaces for all of our citizens; and

Whereas, the majority of workplace injuries and fatalities are preventable; however, more than 4,500 workers die each year from job related injuries, and millions more suffer occupational injuries and illnesses; and

Whereas, businesses spend \$170 billion a year on costs tied to occupational injuries, healthcare and illnesses and the intangible costs of losing a loved one, a friend and a co-worker; and

Whereas, safer organizations enjoy increased productivity, higher employee satisfaction and a better reputation, while recording less lost time, and lower workers' compensation and healthcare costs; and

Whereas, during the week of May 5-11, 2013, North American Occupational Safety and Health Week (NAOSH), the American Society of Safety Engineers members, the Occupational Safety and Health Administration (OSHA) and corporate/association partners representing thousands of businesses will mobilize in an effort to increase employer, employee and public awareness of being safe at work to encourage safe practices and to help companies and organizations enhance their workplace safety efforts; and

Whereas, on May 8, 2013, occupational safety and health professionals will be recognized on Occupational Safety and Health Professional Day for their commitment to protect people, property and the environment at work and in their communities;

NOW, THEREFORE, through the authority vested in me as Mayor of the City of Lake Mary, Florida, I, David J. Mealor, do hereby proclaim May 5-11, 2013, as:

“NAOSH WEEK”

and Wednesday, May 8, 2013, as:

“OCCUPATIONAL SAFETY AND HEALTH PROFESSIONAL DAY”

in Lake Mary and encourage all industries, organizations, community leaders, employers and employees to support activities designed to increase awareness of the importance of safe workplaces for all.

Duly proclaimed this 18th day of April, A.D., 2013.

CITY OF LAKE MARY, FLORIDA

By: _____
DAVID J. MEALOR, MAYOR



Lake Mary, Florida
Office of the Mayor
Proclamation

Whereas, many Central Floridians are in need of supplemental food assistance each month; and

Whereas, the National Association of Letter Carriers in conjunction with the United States Postal Service, National Rural Letter Carriers Association, Heart of Florida United Way, Campbell Soup Company, Second Harvest Food Bank, and Valpak are teaming up in an effort to tackle the hunger issue in Central Florida; and

Whereas, in assisting with the food collection, Publix Supermarkets has donated millions of grocery bags for delivery by letter carriers to all residential households in Florida; and

Whereas, the National Association of Letter Carriers Food Drive effort is a community based endeavor and the food collection will remain in the area in which it is collected; and

Whereas, the City of Lake Mary is proud to recognize the significant importance of the National Food Drive Day and the significant contribution it will make in our community.

NOW, THEREFORE, through the authority vested in me as Mayor of the City of Lake Mary, Florida, I, David J. Mealor, do hereby proclaim Saturday, May 11, 2013, as:

“FLORIDA LETTER CARRIERS FOOD DRIVE DAY”

in Lake Mary and urge all citizens to join in the effort.

Duly proclaimed this 18th day of April, A.D., 2013.

CITY OF LAKE MARY, FLORIDA

By: _____
DAVID J. MEALOR, MAYOR



MEMORANDUM

DATE: April 18, 2013
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Gary Schindler, City Planner
SUBJECT: Waterside PUD Update

Background: At first reading of the ordinance, staff presented information that the City of Sanford had a sewer line on the south side of Lake Mary Boulevard, east of the subject property. This information was provided by the City of Sanford per their map utility sheet. In light of this, the developer would be able to connect to the City of Sanford sewer system without having to jack and bore under Lake Mary Boulevard. Additionally, the City Commission indicated that the City would contribute a fixed amount of \$25,000 toward the connection of the sewer system.

Subsequently, the City of Sanford Utility Department unsuccessfully tried to locate a sewer line on the south side of Lake Mary Boulevard. In light of this, the City of Sanford has determined that the closest sewer line is on the north side of Lake Mary Boulevard, at the intersection with Sterling Pine Drive. This will necessitate the developer to jack and bore under Lake Mary Boulevard. Additionally, the City of Sanford has stated that they want a 6" sewer connection, rather than the 4" connection called for by the adopted and proposed Waterside Developer's Agreement.

Mr. Allan Goldberg, the developer, has provided an email stating that the cost to jack and bore under Lake Mary Boulevard will be approximately \$36,000.

Disposition: This information is presented for your consideration at 2nd Reading.



MEMORANDUM

DATE: March 21, 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)

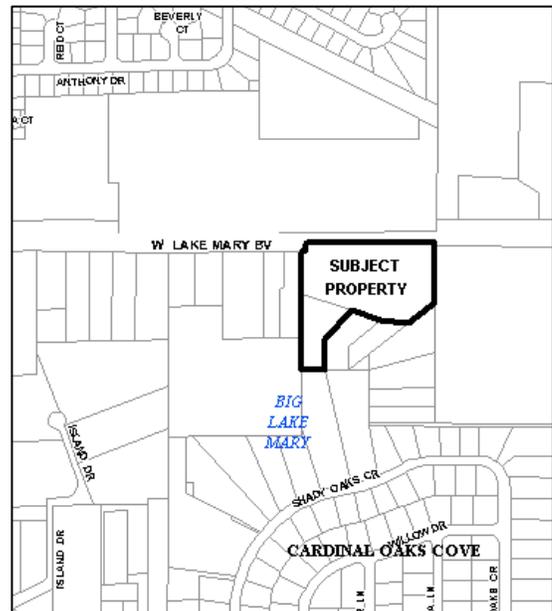
REFERENCE: City of Lake Mary Code of Ordinances, Comprehensive Plan, Waterside Final PUD and Developer's Agreement.

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:

Future Land Use:

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

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 11th 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 11th 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 11th 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 11th 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 11th 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 11th 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 11th 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 11th 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 11th 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 11th 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

2012-RZ-06 Waterside PUD CC #2

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: April 18, 2013

PASSED AND ADOPTED this 18th day of April, 2013.

CITY OF LAKE MARY, FLORIDA

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

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 2 through 6.

(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 lots 1-6 from the 20 foot and 15 foot ingress/egress easements on the property also known as a portion of 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 easements on the Property.

(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. 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 has entered 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. The manner of connection, sewer tap fees, and customer service charges have been 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 \$25,000.00, 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 to the boundary of the property at Stillwood Lane, as well as onsite piping and lift station or individual lot pumps. 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 the HOA. If individual pumps 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 HOA. 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 and maintenance 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 _____, 2013, 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 _____, 2013, by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

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

EXHIBIT "A"
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, 389.55 feet; thence run East, 110.85 feet; thence run North 188.57 feet; thence run North 41 degrees 47 minutes 20 seconds East, 193.01 feet; thence run North 72 degrees 07 minutes 10 seconds West, 251.60 feet to the West line of said Northeast 1/4 and the Point of Beginning. Together with and subject to non-exclusive easement as set forth in Official Records Book 4443, Page 157, Public Records of Seminole County, Florida.

Parcel 2

Beginning at a Point 15 feet South of the North 114 Corner of Section 15, Township 20 South, Range 30 East, Seminole County, Florida, and on the South Right-of-Way Line of Lake Mary Blvd., run South along West Line of the Northeast 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 186.40 feet; thence run West 224.45 feet; thence run North 165 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.

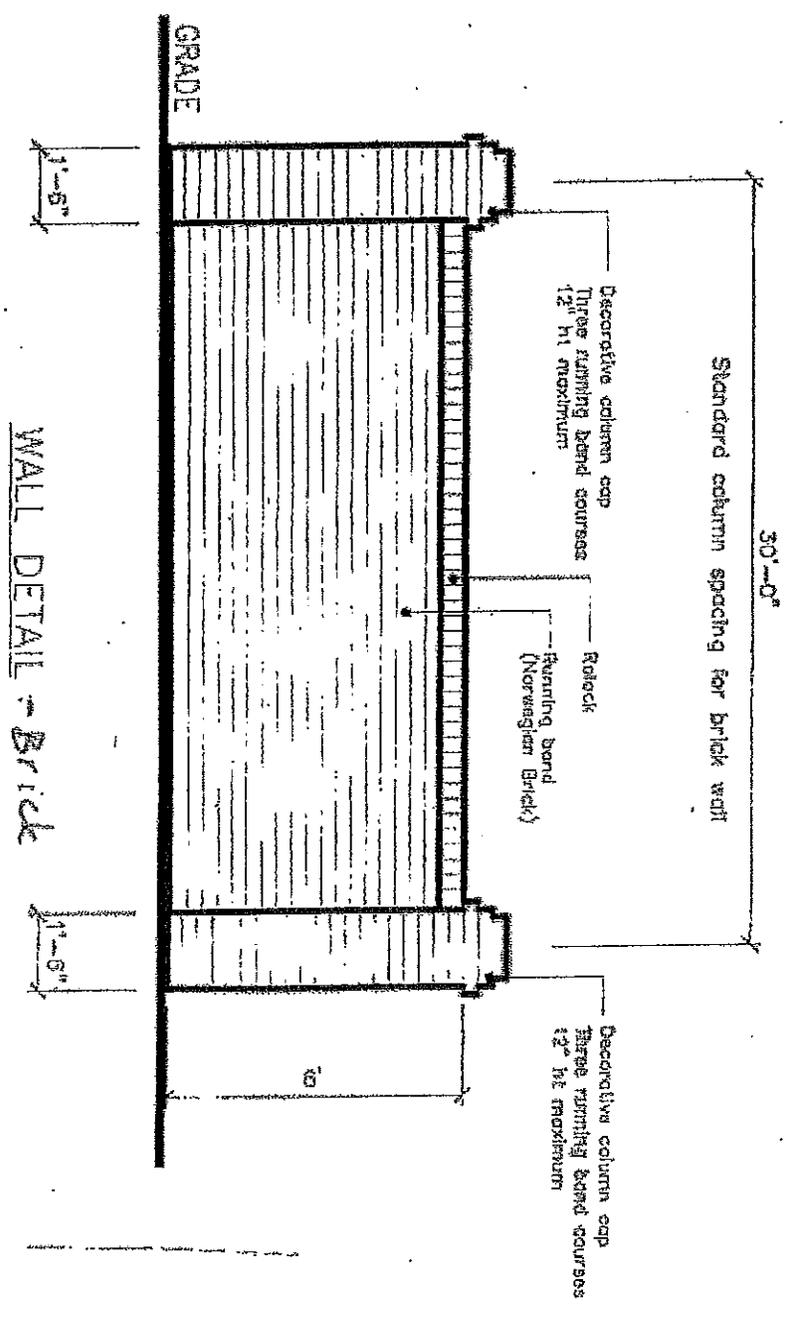
Parcel 3

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 845 feet; thence run South 315 feet; thence run South 51 degrees West 170.75 feet; thence run North 79 degrees 53 minutes West 139.20 feet; thence run North 71 degrees 36 minutes West 161 feet; thence run North 186.40 feet; thence run West 224.45 feet; thence run North 165.00 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.

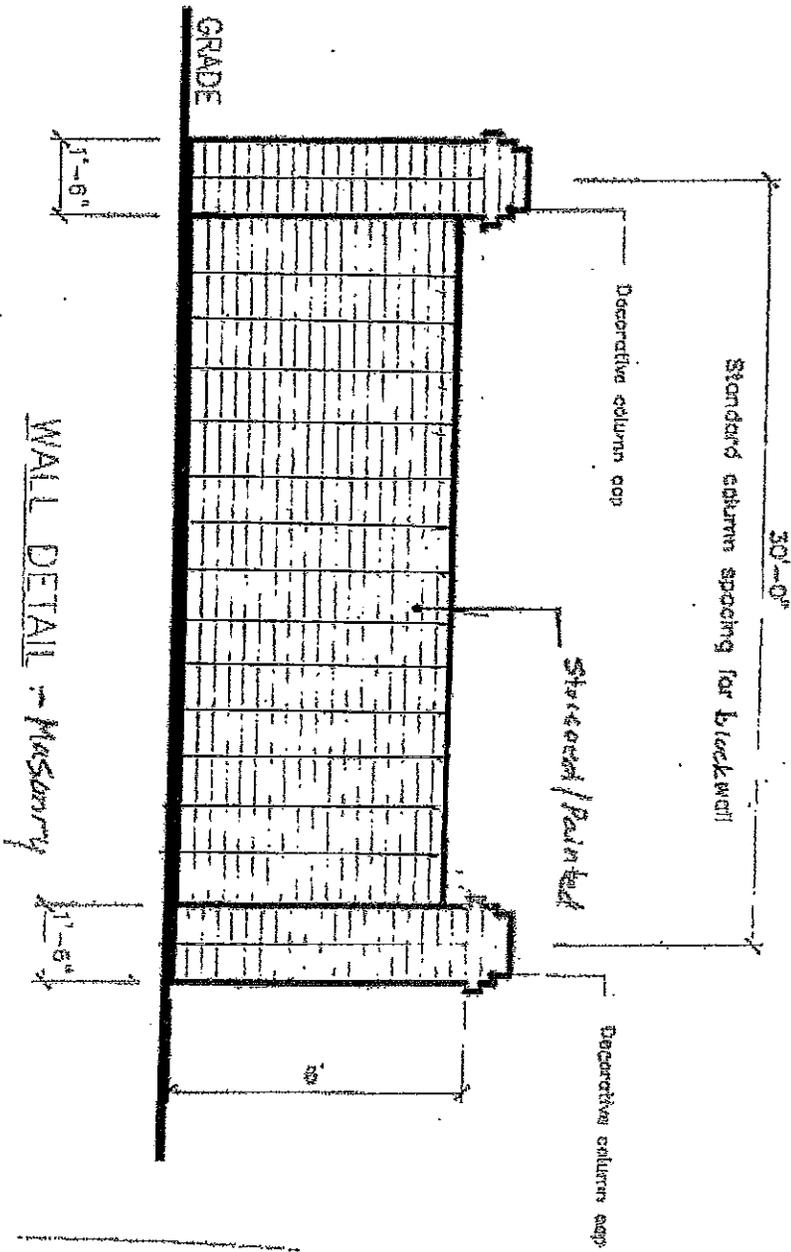
EXHIBIT "B"
PUD

EXHIBIT "C"
WALL DETAIL



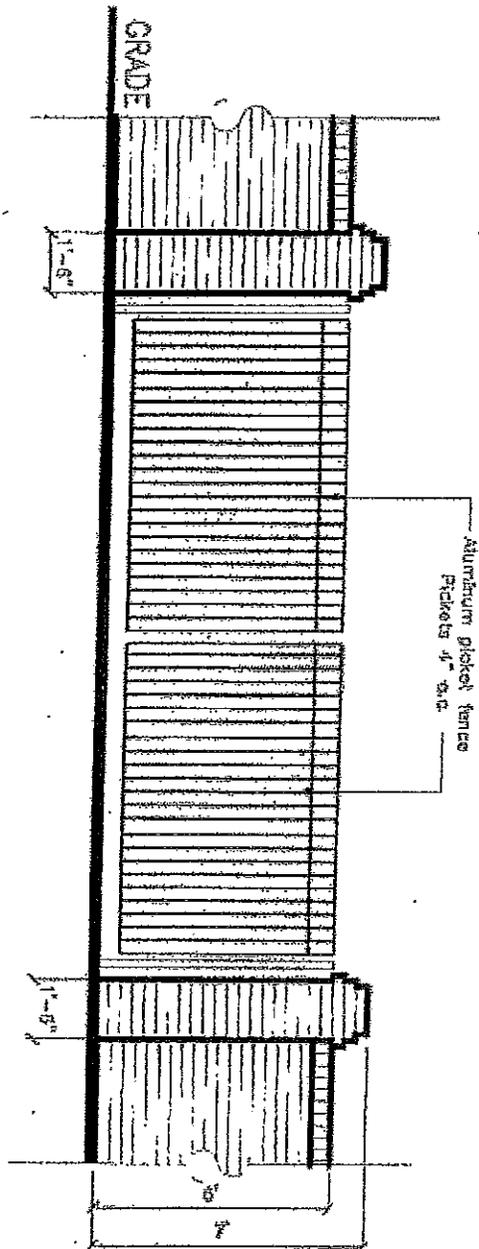
WALL DETAIL - Brick

▲ DECORATIVE WALL DETAIL



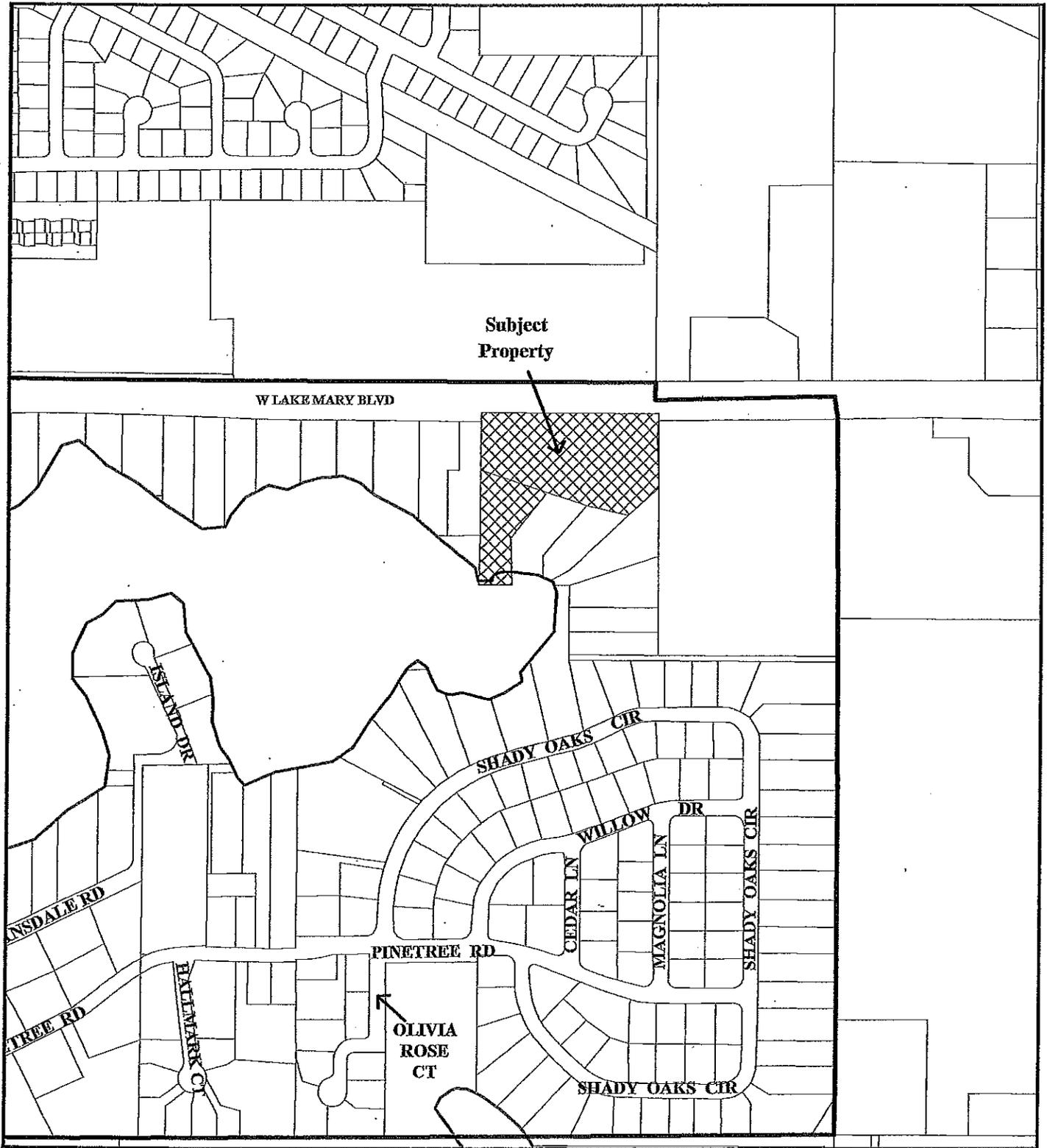
▲ DECORATIVE WALL DETAIL

Δ DECORATIVE WALL DETAIL

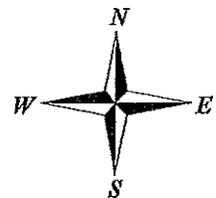


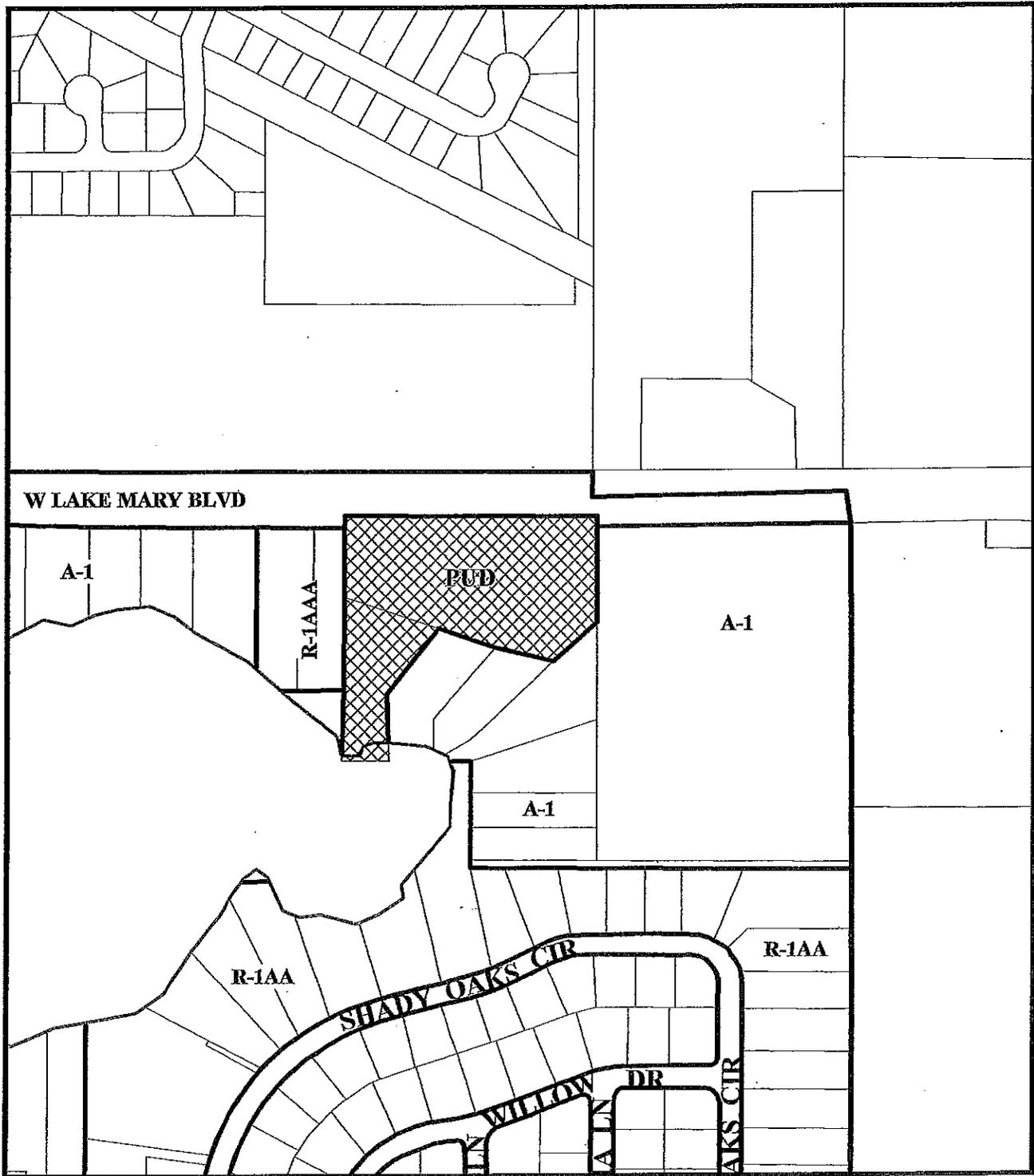
DOUBLE SWING GATE DETAIL
(LIFT STATION)





Location Map
1255 & 1275 W. Lake Mary Blvd.



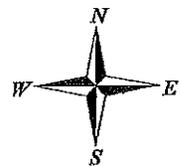


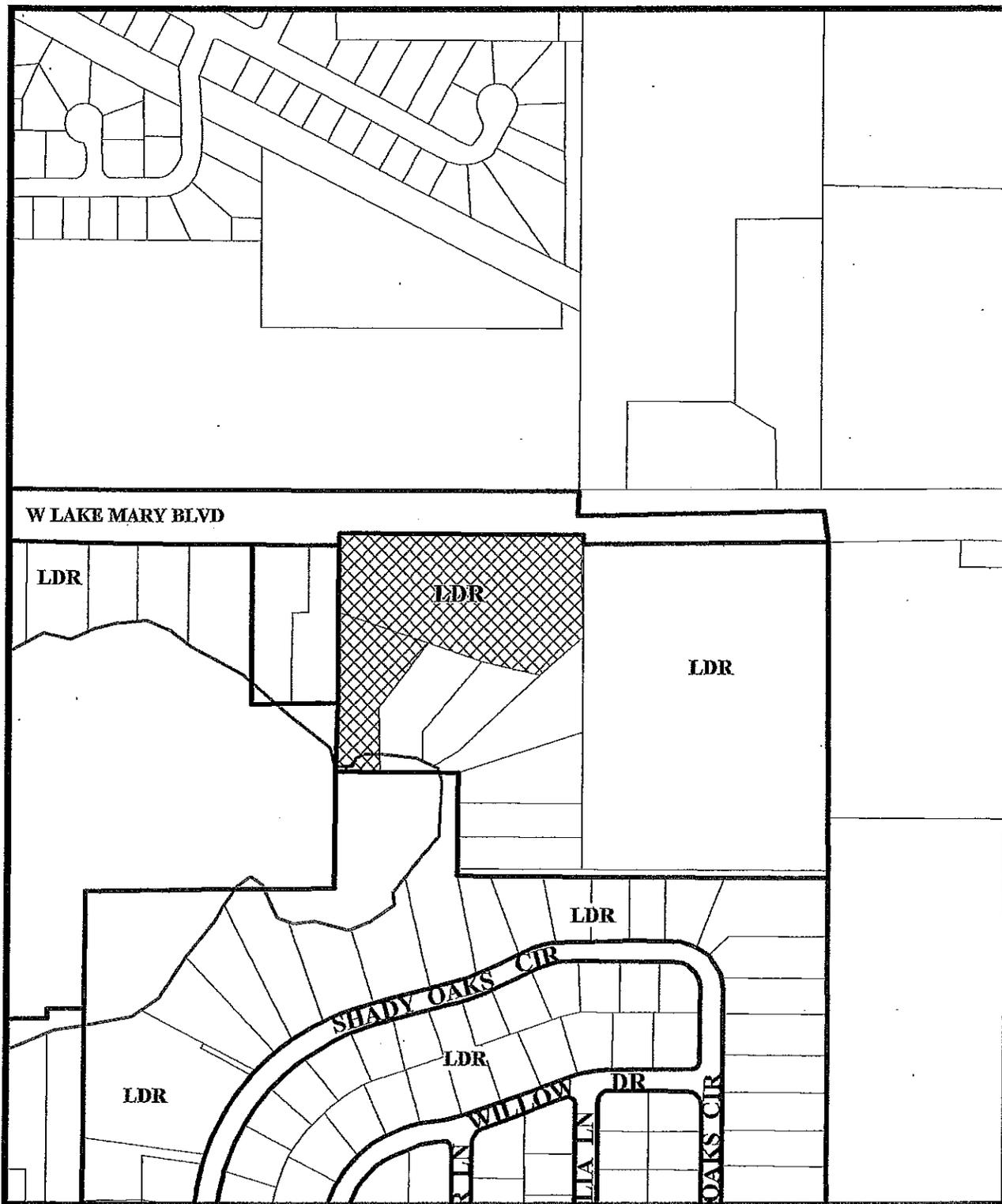
Zoning Map



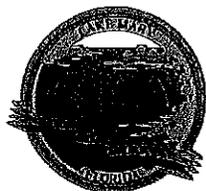
LEGEND

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

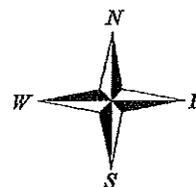


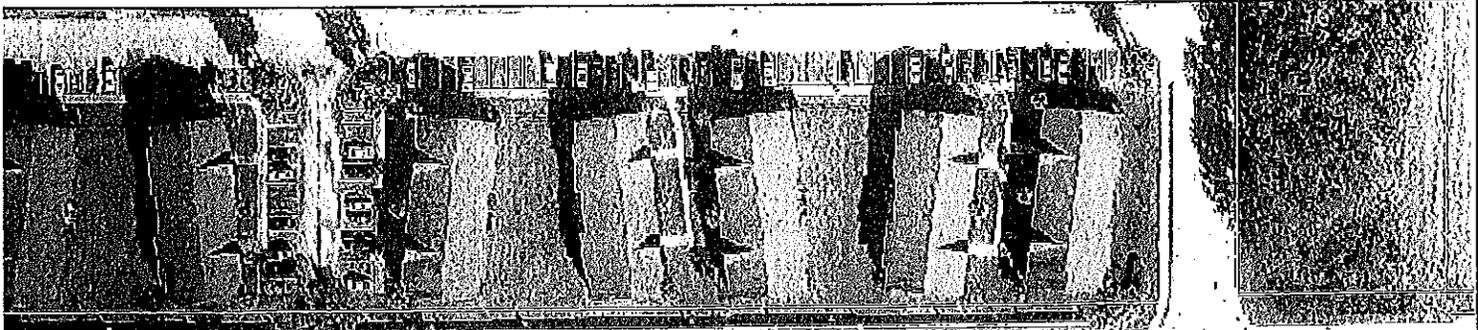


Future Land Use Map



RR Rural Residential	OFF Office	PUB Public / Semi-Public Lands
LDR Low Density Residential (Max 2.5 DU / Acre)	RCOM Restricted Commercial	DDD Downtown Development District
LMDR Low / Medium Density Residential (Max 4 DU / Acre)	COM Commercial	REC Recreation
MDR Medium Density Residential (Max 6 DU / Acre)	IND Industrial	SC PD Seminole County PD
HDR High Density Residential (Max 9 DU / Acre)	HPTI 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. Marder, Esquire
Greenspoon Marder, P.A.
201 East Pine Street, Suite 500
Orlando, FL 32801
(Telephone) 407-425-6559
(Facsimile) 407-563-9653

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

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

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

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

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

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

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

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

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

WITNESSES:

Patricia B. Anderson
PATRICIA B. ANDERSON

Printed Name

Joann D. Mantonye
Joann D. Mantonye

Printed Name

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

By: *AL AuBer*

Name: AL AUBER

Its: Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th day of March, 2007, by AL AUBER the Manager of WATERSIDE DEVELOPMENT, L.L.C., (check one) who is personally known to me or who produced _____ as identification.

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



Patricia B. Anderson
My Commission DD242372
Expires August 17 2007

WITNESSES:

Mary A. Campbell

Mary A. Campbell
Printed Name

Barbara J. Nuzzo

Barbara J. NUZZO
Printed Name

CITY OF LAKE MARY, FLORIDA

By: [Signature]
THOMAS C. GREENE, MAYOR

ATTEST:

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

APPROVED BY
CITY COMMISSION
2-1-07

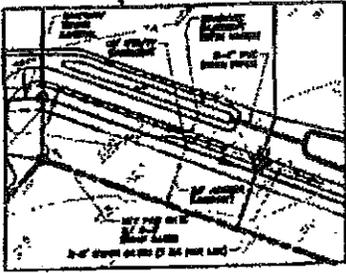
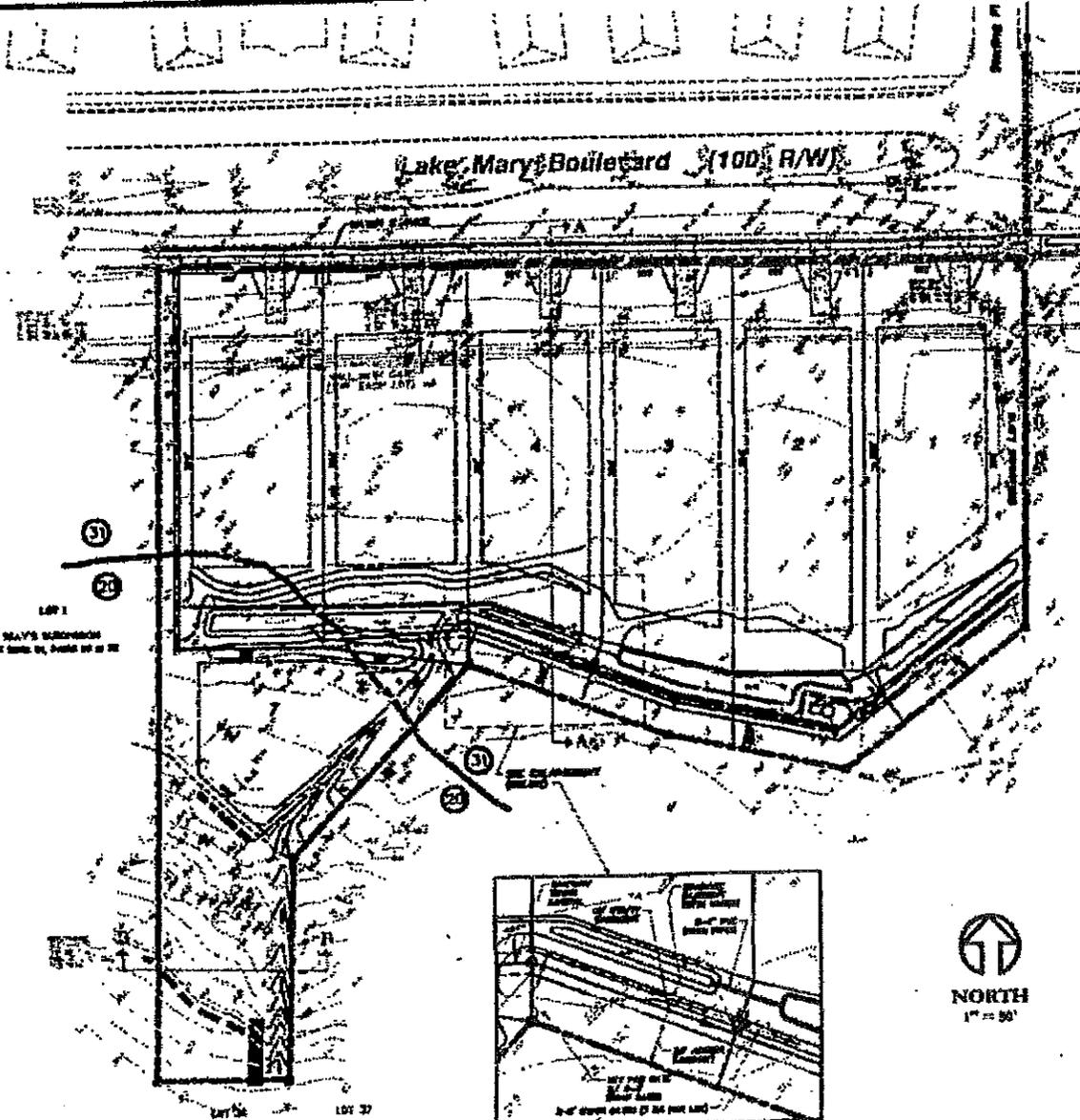
STATE OF FLORIDA
COUNTY OF SEMINOLE

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

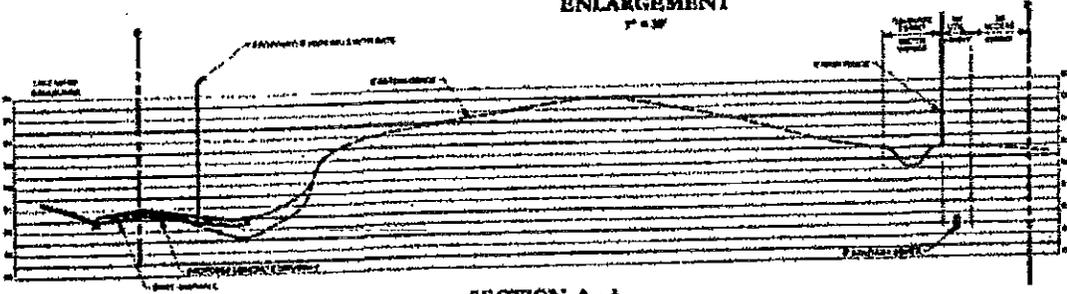


Mary A. Campbell
Commission # DD555910
Expires May 23, 2010
Banded Tray Fan - Invention, Inc. 800-345-7019

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

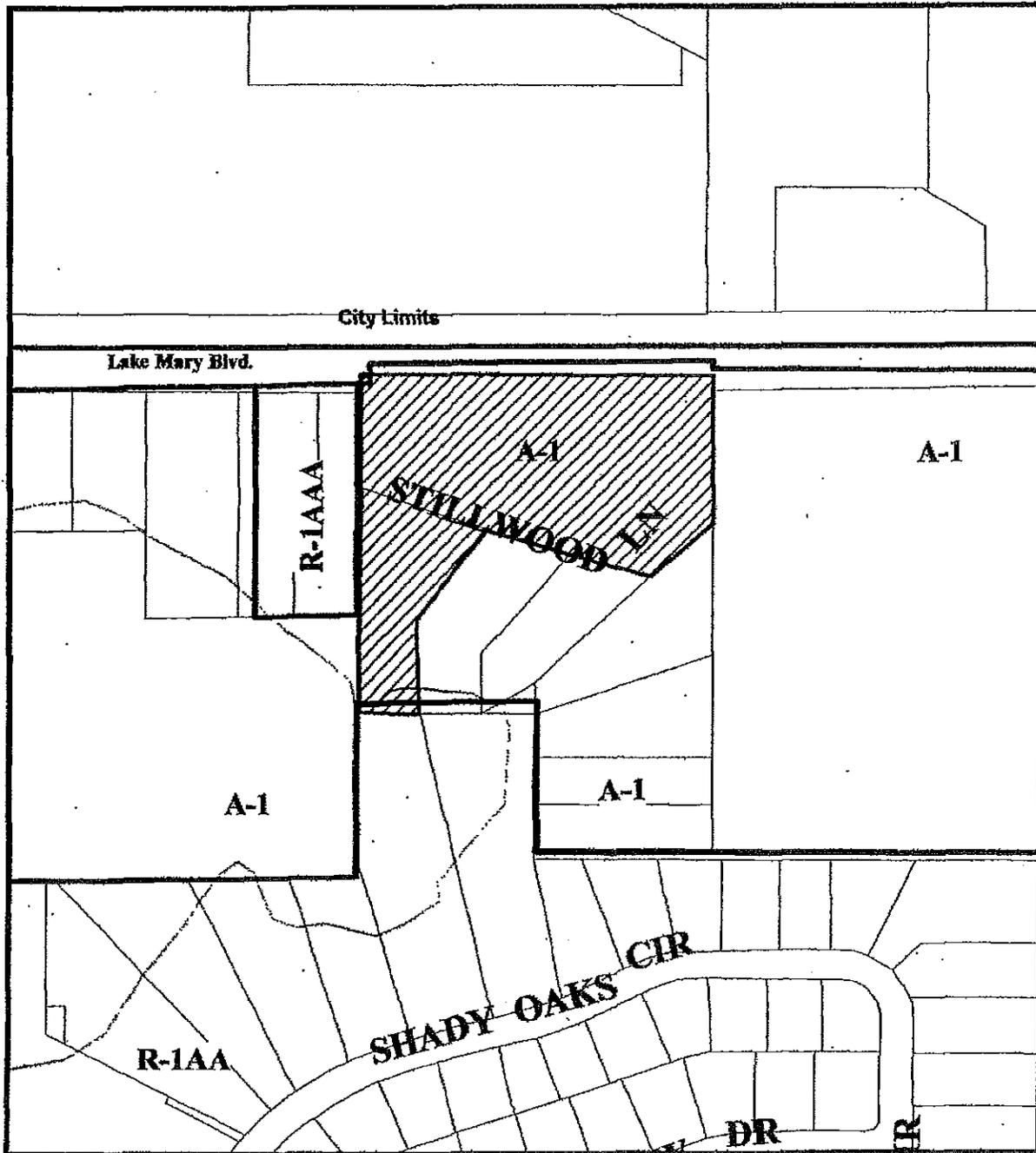


ENLARGEMENT
1" = 20'



SECTION A-A

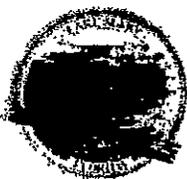
LEGIBILITY UNSATISFACTORY
FOR SCANNING



Zoning Map - Waterside

LEGEND

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



RECEIVED

NOV 1 2007

CITY OF LAKE MARY
PUBLIC WORKS 1

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

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

W I T N E S 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/l or less, suspended solids of 200 mg/l or less, and a pH between 6.5 and 8.0. Prohibited discharges include constituents that could cause a fire or explosion; solid or viscous substances which could obstruct flow or interfere with the system; discharges containing any toxic pollutants; and any other discharges prohibited by applicable Federal, State, and local statute, ordinance, rule or regulation. Lake Mary shall require grease traps and industrial pretreatment by its customers in accordance with Federal, State and local guidelines.

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

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

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

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

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

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

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

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

(d) **Wastewater Service Capacity.**

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR SANFORD

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

FOR LAKE MARY

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

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

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

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

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

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

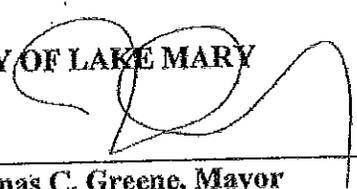
IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:



Carol A. Foster, City Clerk

CITY OF LAKE MARY


By: _____
Thomas C. Greene, Mayor

Date: 10-18-07

ATTEST:



Janet R. Dougherty, City Clerk

CITY OF SANFORD


By: _____
Linda Kuhn, Mayor

Date: October 26, 2007

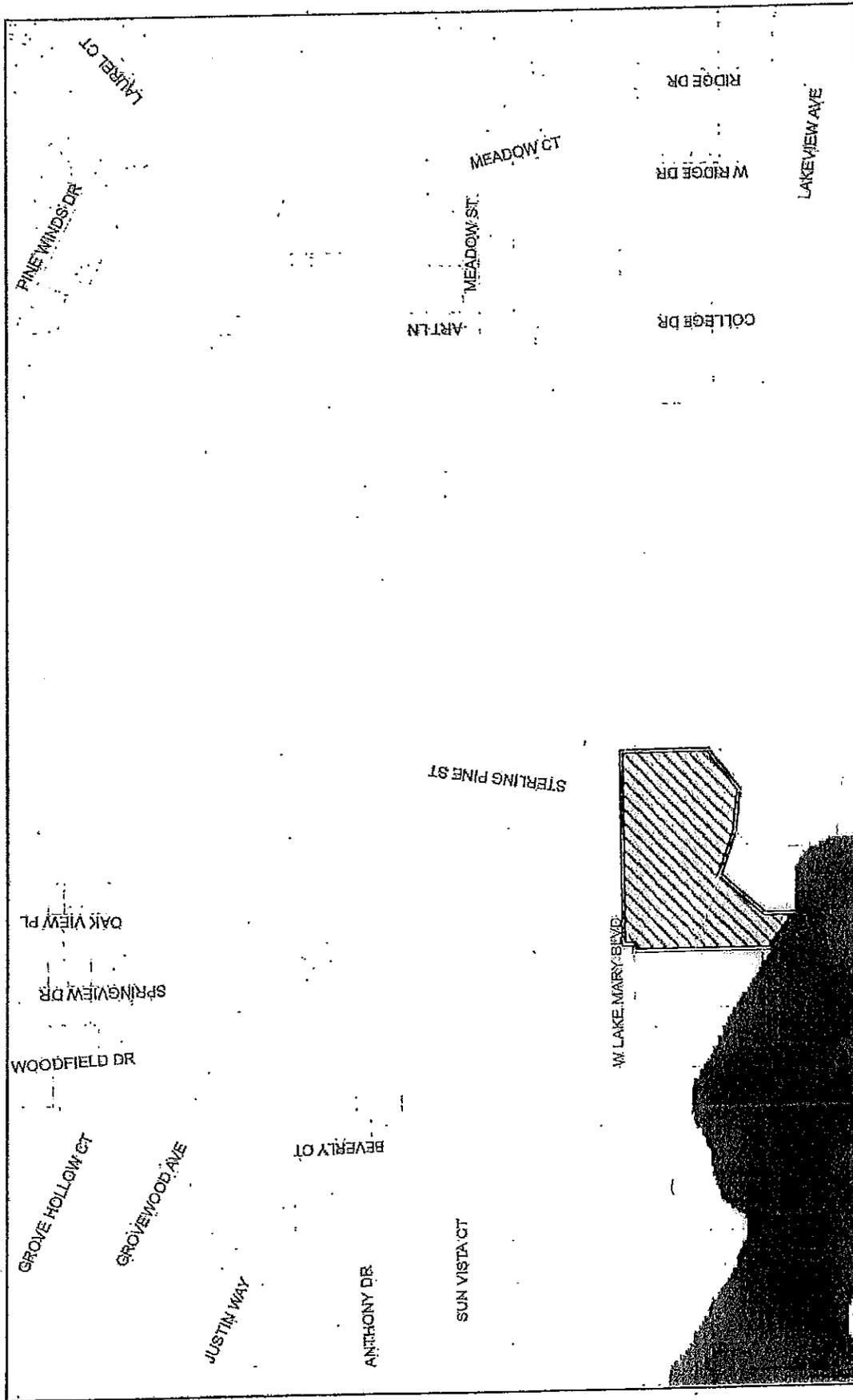


Exhibit "A"

Waterside Service Area

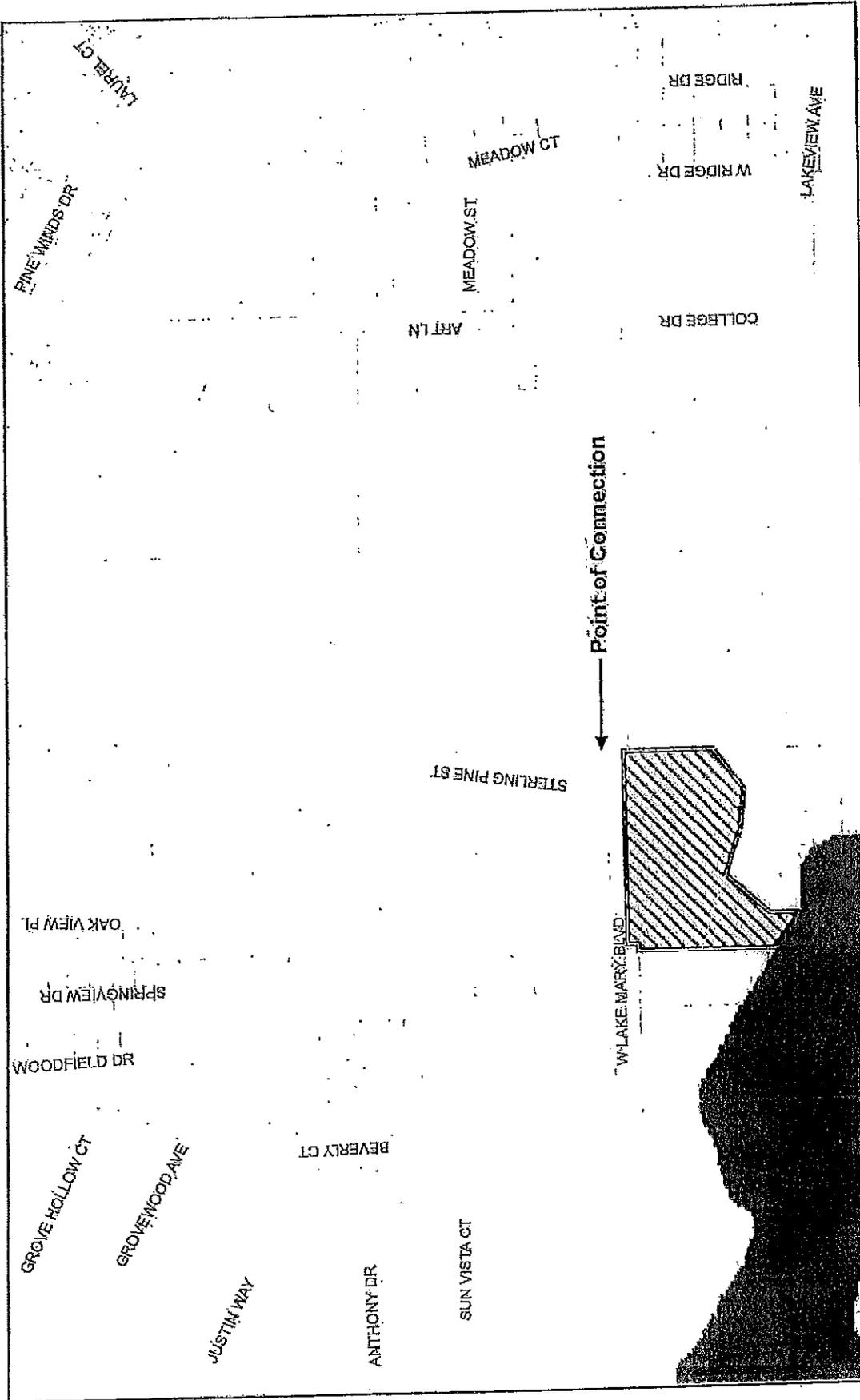


Exhibit "B"

Point of Connection



Bio-Tech Consulting Inc.
Environmental and Permitting Services

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

December 14, 2012

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

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

Dear Mr. Schindler:

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

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

Orlando Office
2002 E Robinson St
Orlando FL 32803

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

Jacksonville Office
2036 Forbes St
Jacksonville FL 32204

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

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

Aquatic & Land
Management Operations
3825 Rouse Rd
Orlando FL 32817

Native Plant Nursery
DCC Farms
6580 Bunkhouse Rd
Orlando FL 32832

407.894.5969
877.894.5969
407.894.5970 fax

Key West

Vero Beach

Orlando

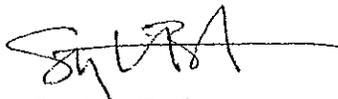
Jacksonville

Tampa

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

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

Regards,



Stephen Butler
Project Manager



John Miklos
President

Attachment

CC: Alan Goldberg

DRAFT

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 17th, 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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1 driveway on the westernmost lot, which is Lot 1. That is going to remain, but all
2 lots will have access from Stillwood Lane and the ingress/egress easement. It is
3 logical to assume that the houses will be oriented towards the lake; logical, but
4 not necessarily a fact. So, still we have the requirement in the fifth condition that
5 whatever is going to face the lake be attractive, be aesthetically pleasing. And
6 we said last time, and again for the record, a screen room is considered to be
7 aesthetically pleasing. So, it doesn't matter to us which way the houses face, it is
8 just that whatever is facing towards the lake needs to be aesthetically pleasing so
9 that everyone who is – whether you live on the north side of the lake or on the
10 south side of the lake, you are looking at a nice façade.

11
12 Mr. Schindler stated, we have a couple of issues that are still to be decided by
13 the City Commission. One is the sewer system. They said, yes, we will connect.
14 They have given a couple of options; one with a master lift station and one with
15 individual grinder pumps. It doesn't matter to us. The Applicant has asked the
16 City to consider ownership of the system upstream from the connection with the
17 City of Sanford. Staff has reviewed this and said, no, we are going to
18 recommend against that. That is going to be decided by the City Commission,
19 but the important thing is that there will be a sewer connection.

20
21 Mr. Schindler said, the other issue related to sewer is the City's contribution.
22 Originally, there was a requirement for half the cost of putting the sewer under
23 Lake Mary Boulevard not to exceed \$50,000. The Applicant had asked for an
24 initial contribution of \$80,000 and without making a stand or a final determination,
25 the City Commission said, um, don't think so. So, the Applicant has asked for a
26 lump sum contribution from the City of \$50,000. Okay. That's a policy decision,
27 but it is likely to be approved. Don't know yet, but we will see.

28
29 Mr. Schindler stated, the other issue is the ownership and maintenance of
30 Stillwood Lane and the access easement. It is private right now. As such, the
31 responsibility for the majority of maintenance falls upon the property owners;
32 however, I will tell you that the City does enough maintenance so that we have
33 the ability to always access the homes there with emergency vehicles. We would
34 be remiss if we didn't do that. We have allowed people to build, so, therefore,
35 there is an expectation that they will have emergency vehicle access and the City
36 does that amount of maintenance to ensure that that is achieved. The City does
37 not want Stillwood Lane or the access easement. If they were going to propose
38 to build to City specifications, that would be something different; 50-foot-wide
39 right of way, storm water treatment, cross section compliance with the City's
40 requirements, sidewalks, but that is not what is being proposed. So, staff and the
41 Public Works Director has reviewed it and said, no, we are recommending
42 against it. But, there again, that is another policy decision.

43

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1 Mr. Schindler concluded his presentation regarding 2012-RZ-06 by saying, staff
2 finds that the Final PUD for the Waterside development meets or exceeds the
3 relevant provisions of the City's Code of Ordinances subject to five conditions
4 (see below under **MOTION**). That's it for the PUD.
5

6 Mr. Schindler said, as far as the Preliminary Subdivision Plan, once again, the
7 only real changes are those I have mentioned. The number of lots has
8 increased. Staff doesn't have a problem with that. They are smaller than
9 originally proposed. They are still larger than what was originally approved. We
10 have no problem with the access off of Stillwood Lane and the access easement
11 as opposed to Lake Mary Boulevard. As I said, Lot 1 has an existing driveway
12 that will remain. The Applicant has ensured that only the westernmost lot will
13 have access to the lake.
14

15 Mr. Schindler concluded his presentation regarding 2012-PSP-05 by saying, staff
16 finds that the Preliminary Subdivision Plan meets the relevant criteria of Section
17 155 of the City's Code of Ordinances, the Developer's Agreement, and the City's
18 Comprehensive Plan subject to five conditions (see below under **MOTION**).
19

20 Chairman Hawkins questioned if the cold mix for Stillwood Lane is going to be on
21 the subdivision's property.
22

23 Mr. Schindler replied, yes, because Stillwood is all on private property. None of it
24 is platted
25

26 Chairman Hawkins asked, so, the people to the south, are they going to be able
27 to use Stillwood Lane?
28

29 Mr. Schindler answered, yes.
30

31 Chairman Hawkins questioned, is there a cross-access easement agreement?
32

33 Mr. Schindler responded, even if there wasn't, Dr. Hawkins, it has been used for
34 so long. The Courts would never deny someone use of it because there is
35 prescriptive easement at the very least.
36

37 Chairman Hawkins asked, so even if a developer decided to one day a year shut
38 Stillwood Lane off.....
39

40 Mr. Schindler replied, it has been used for so long that there is a prescriptive
41 easement at the very least.
42

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

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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.

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

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

Chairman Hawkins complied.

Mr. Goldberg said that those are the proposed driveways.

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

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

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

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

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

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

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

Mr. Goldberg said that he is in full agreement with staff and the changes that have been made over the last couple of meetings; however, he did object to the third condition under 2012-RZ-06 where it says that the Developer's Agreement shall be amended to allow the City to connect other properties to the sewer system. He stated that he understood from staff that that is going to be a policy decision with the sewer system policy decision. His objection is that staff is asking a private sewer system to accept other City properties, probably properties to the east, to tie into that private system. His point is if the City wants 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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1 that way if somebody to the east wants to tie into it, it doesn't affect these
2 homeowners.

3
4 Member Cartmill questioned if there is a way to do this.

5
6 Mr. Schindler responded, sure, there's always a way to determine the cost for the
7 line within the right of way. The Board can make its own recommendations, but
8 this will be a policy decision by the City Commission.

9
10 **MOTION:**

11
12 **Member Cartmill moved to recommend approval to the City Commission**
13 **the request by ZDA, LLC/Allan Goldberg, regarding a revision to the adopted**
14 **Final Waterside Planned Unit Development (PUD), located at 1255 & 1275 W.**
15 **Lake Mary Boulevard, Lake Mary, Florida, consistent with staff's Findings of**
16 **Fact listed in the Staff Report and subject to the following eight conditions.**
17 **Member Schofield seconded the motion.**

18
19 Member Miller asked, when we're talking about costs, you (Mr. Schindler) said
20 that the City had estimated that its cost/share of taking the sewer under Lake
21 Mary Boulevard was 20-\$30,000?

22
23 Mr. Schindler answered, I believe so.

24
25 Member Miller questioned, so, it could be that we have now caused the City to
26 spend more money because now, instead of the \$50,000, it may cost them
27 \$60,000 based on this estimate?

28
29 Mr. Schindler responded, it is possible; however, Mr. Paster is not here tonight.
30 He was just speaking from his own personal experience.

31
32 Member Miller asked, but the inference is, I think, from what Chairman Hawkins
33 said, is that this provides more flexibility for downstream hookups to the sewer?

34
35 Member Cartmill replied, right. And it could cost less.
36 Chairman Hawkins said, without affecting the Applicant. Without making the
37 Applicant share – you know, if he pays his share to get the line there, other
38 people shouldn't be able to just tag on for free.

39
40 Member Miller said, okay. I agree.

41
42 **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
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QUASI-JUDICIAL SIGN-IN SHEET

2/12, 2013
P42 MEETING
(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

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Item of Interest _____



MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Request for Preliminary Subdivision Approval for Waterside PUD (Public Hearing) (Gary Schindler, City Planner)

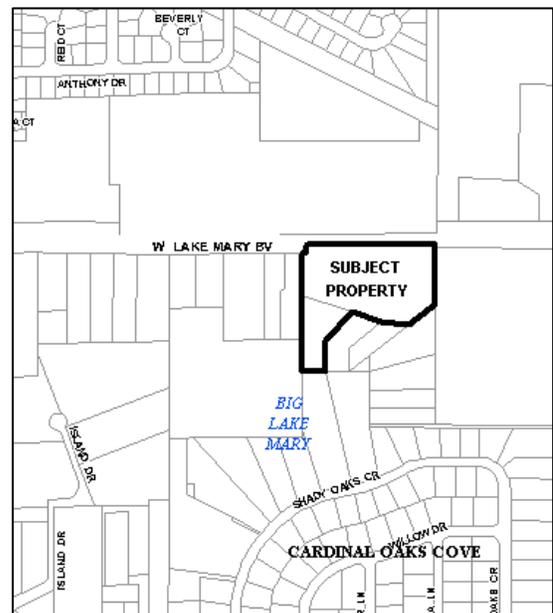
REFERENCE: City of Lake Mary Code of Ordinances, Comprehensive Plan, Waterside PUD and Developer's Agreement.

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

CONSIDERATIONS:

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

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



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

Zoning:

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

Future Land Use:

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

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

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

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

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

Number of Lots –

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

- 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 11th Plan met or exceeded the minimum 100’ lot width requirement of the adopted PUD.
- Proposed PUD Plan – All lot exceeds 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 11th 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 11th 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 agreements state 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 11th 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 11th 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 Developer's Agreement proposes that the City of Lake Mary will own and maintain Stillwood Lane and the access easement. 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. Attached is an e-mail from Mr. Paster providing the reasons against owning Stillwood Land 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 11th Plan eliminated the access easement over the lake front lot.
- The Proposed PUD Plan also has removed the access easement to the lake; therefore, only Lot #1, the westernmost lot, will have access to the lake.

Stormwater –

- The adopted PUD had an interconnected stormwater system along the rear of the lots.
- The December 11th 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 11th 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.

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

1. The final subdivision plan shall include the following:
 - a. A statement that wastewater service shall be provided by the City of Sanford.
 - b. A statement that the HOA shall own and maintain the sewer upstream from the connection with the City of Sanford, per the revised Developer's Agreement.
 - c. Show the location of the proposed force main and lift station.
 - d. Show the location of the existing 2" water line, the location of the proposed relocation of this line.
 - e. The proposed location of the 16 required replacement trees.
 - f. A note indicating that the developer has the option of either planting the required replacement trees or making a contribution to the City for the value of such trees.
 - g. Submit a copy of the covenants and deed restrictions, which shall be acceptable to the City.
2. Prior to the issuance of a certificate of occupancy (CO) for the first residence, the applicant shall:
 - a. Construct all required infrastructure including the sewer forcemain and improvements to Stillwood Lane and the access easement.
 - b. Plant the replacement trees or make the contribution to the City for the cost of the replacement trees.
3. Prior to the issuance of the CO for the first residence, the City shall disconnect the 2" water line and developer shall reinstall the line at his/her expense to provide a looped system.
4. The final plat shall show the following:
 - a. The easement for the wastewater system, which shall be dedicated to the HOA.
 - b. The easement for the 2" water line, which shall be dedicated to the City of Lake Mary.

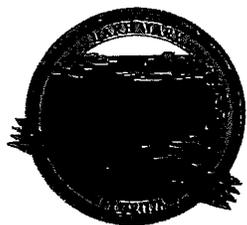
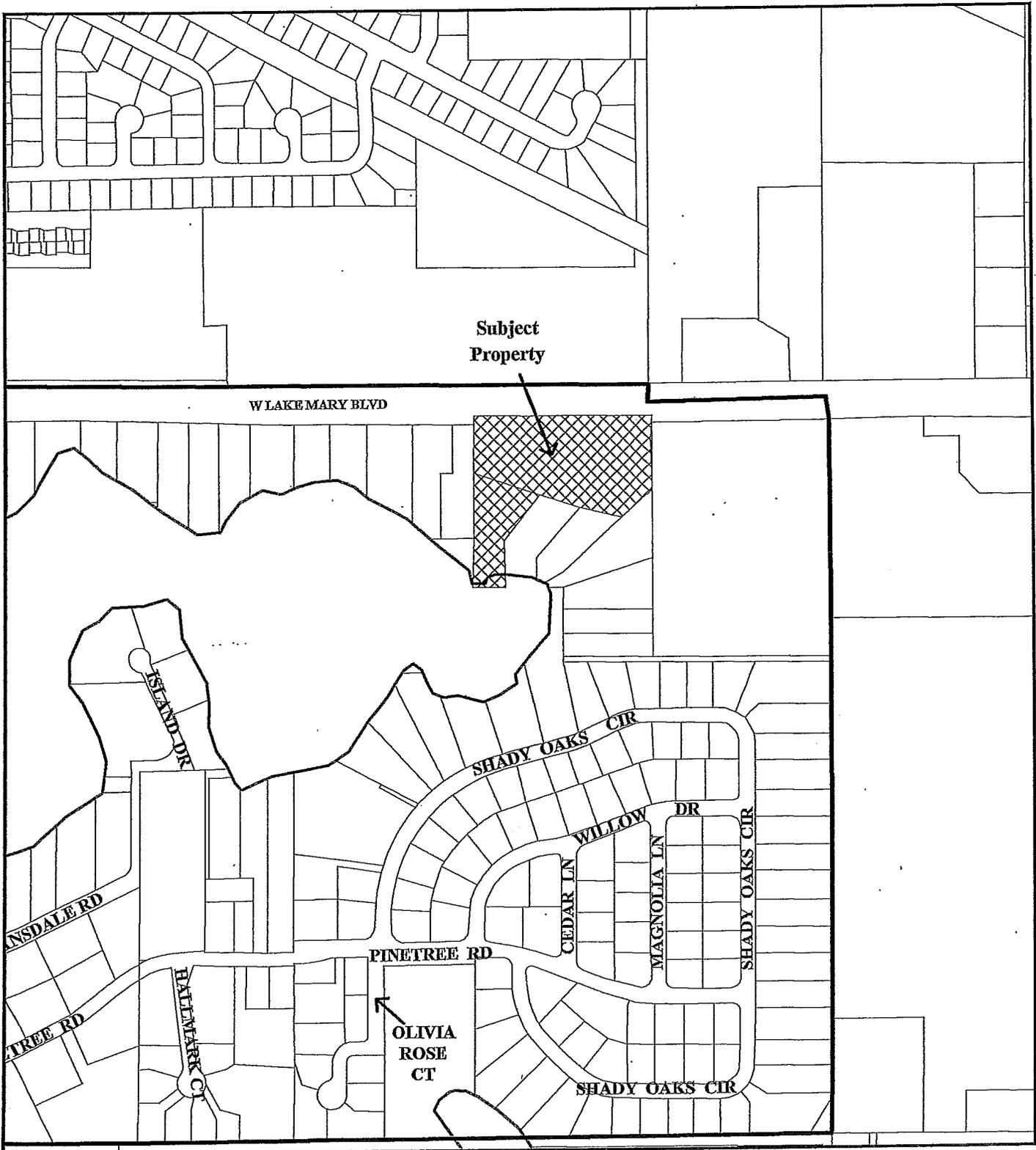
PLANNING AND ZONING BOARD: At their regular February 12, 2013 meeting, the P&Z voted unanimously to recommend that the City Commission approve the Preliminary Subdivision Plan for Waterside with the following conditions:

1. The final subdivision plan shall include the following:
 - a. A statement that wastewater service shall be provided by the City of Sanford.

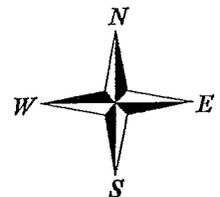
- b. A statement that the HOA shall own and maintain the sewer upstream from the connection with the City of Sanford, per the revised Developer's Agreement.
 - c. Show the location of the proposed force main and lift station.
 - d. Show the location of the existing 2" water line and the location of the proposed relocation of this line.
 - e. The proposed location of the 16 required replacement trees.
 - f. A note indicating that the developer has the option of either planting the required replacement trees or making a contribution to the City for the value of such trees.
 - g. Submit a copy of the covenants and deed restrictions, which shall be acceptable to the City.
2. Prior to the issuance of a Certificate of Occupancy (CO) for the first residence, the Applicant shall:
 - a. Construct all required infrastructure including the sewer force main and improvements to Stillwood Lane and the access easement.
 - b. Plant the replacement trees or make the contribution to the City for the cost of the replacement trees.
3. Prior to the issuance of the CO for the first residence, the City shall disconnect the 2" water line and developer shall reinstall the line at his/her expense to provide a looped system.
4. The final plat shall show the following:
 - a. The easement for the wastewater system, which shall be dedicated to the HOA.
 - b. The easement for the 2" water line, which shall be dedicated to the City of Lake Mary.
5. 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.
6. 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.

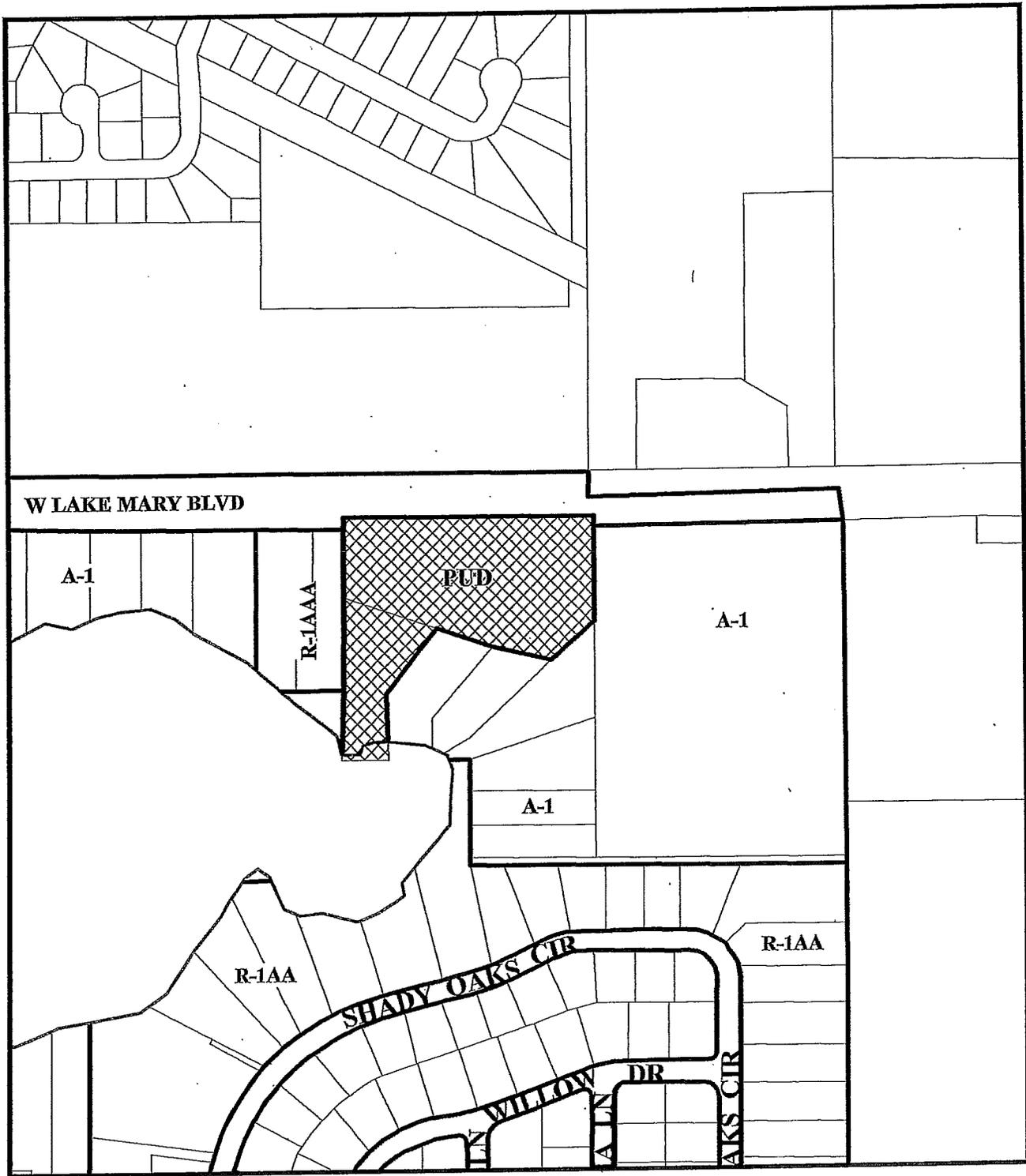
ATTACHMENT:

- § Location Map
- § Zoning Map
- § FLUE Map
- § Aerial Photo
- § Legal Description
- § Subdivision plan
- § Bruce Paster's memo regarding ownership of Stillwood Lane and the sewer system
- § Minutes



Location Map
1255 & 1275 W. Lake Mary Blvd.

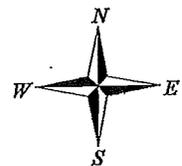


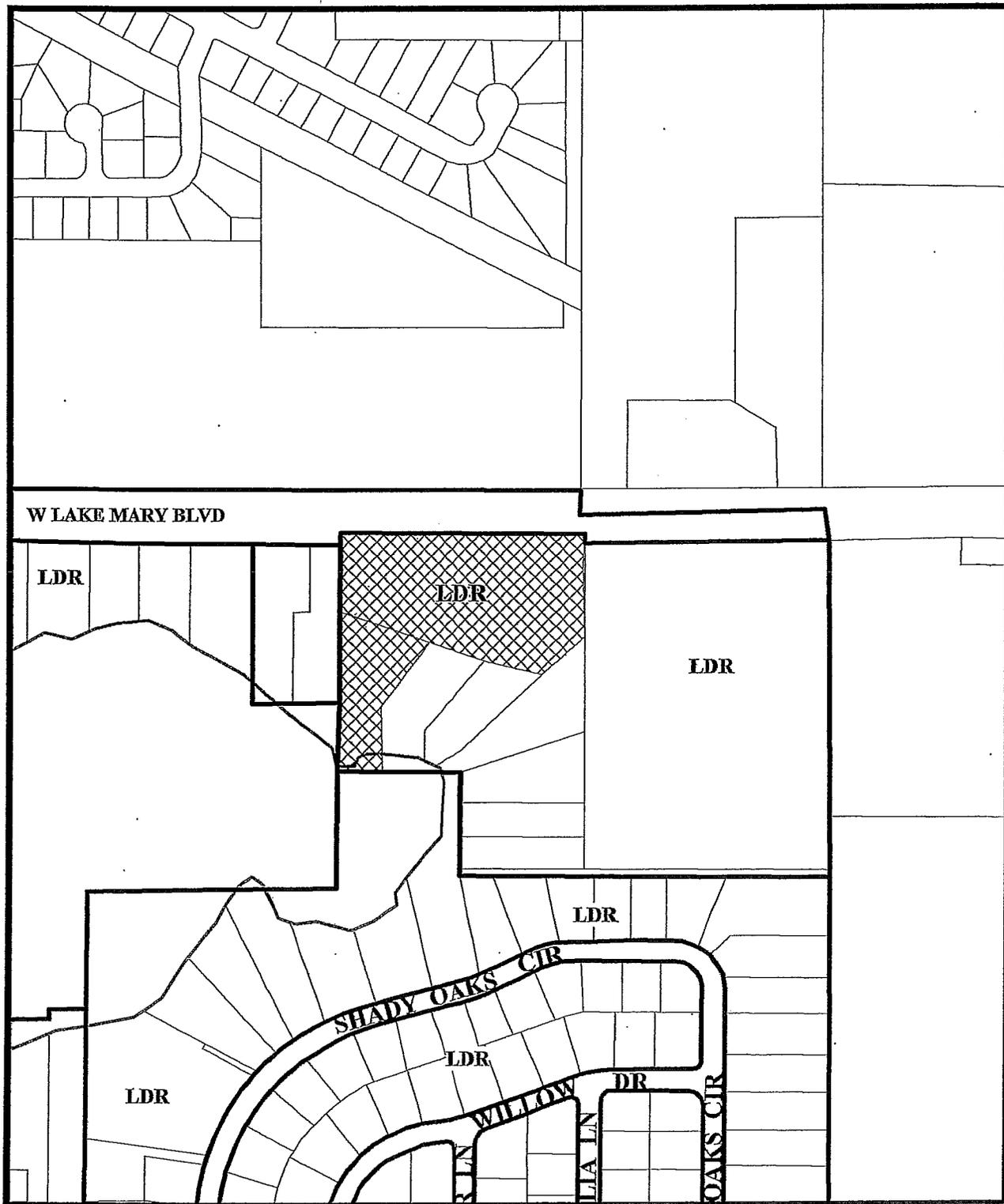


Zoning Map

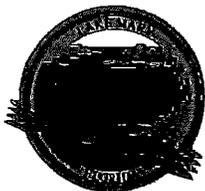
LEGEND

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

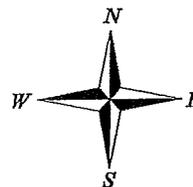


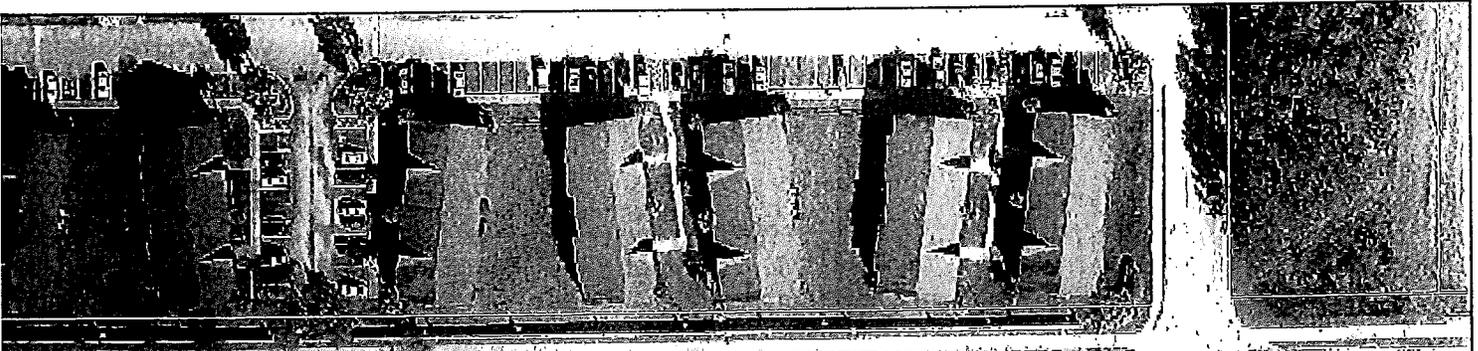


Future Land Use Map



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





W. Lake Mary Blvd



Big Lake Mary



EXHIBIT A LEGAL DESCRIPTION

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

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

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

Gary Schindler

From: Bruce Paster [BPaster@lakemaryfl.com]
Sent: Friday, February 01, 2013 11:59 AM
To: gschindler@lakemaryfl.com
Cc: Juan Omana
Subject: WATERSIDE AMENDED AND RESTATED PUD AGREEMENT

Gary,

Public Works has the following comments:

Section 3(v): In the past the City has not accepted the dedication of any roadways which do not meet the City's Land Development Codes. In this instance the roadway would need to be situated in a minimum 50-foot or minimum 70-foot right-of-way depending on the type of drainage system installed. The road would need to be a minimum 24-foot paved with hot-mix asphalt with proper base and sub base per code. Sidewalks would also need to be installed. (See Chapter 155, Appendix A)

Section 4: If the developer chooses not to provide a standard roadway which could be dedicated to the City, the City would not normally take on the ownership or maintenance of any water or sewer lines within the substandard right-of-way. The City would only allow sewer facilities which met our sewer standards (as adopted from Seminole County) to be deeded to the City. Public Works recommends that all sewer facilities be owned and operated by the developer/HOA up to its connection with Sanford's transmission facilities.

Bruce.

Bruce Paster, P.E.
Director of Public Works
City of Lake Mary
911 Wallace Court
Lake Mary FL 32746
Tel: 407-585-1452

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and Media upon request. Your e-mail communications may be subject to public disclosure.

From: Gary Schindler [mailto:gschindler@lakemaryfl.com]
Sent: Friday, February 01, 2013 11:14 AM
To: Bruce Paster
Cc: Juan Omana
Subject: FW: Revised Revised

Bruce,

Attached is the latest copy of the proposed Developer's Agreement. Please note the language in Section 3(v) regarding Stillwood Lane and the access easement and Section 4 regarding the sewer system. In my staff report I have indicated that, if the Commission declines to own and maintain both the roadways and the sewer system, the language in Section 3 & 4 will have to be changed. In your memo, also address why the City should own and maintain the sewer system within the Lake Mary Boulevard ROW. If the Commission agrees to own and maintain that portion of the system, the 2nd to the last sentence of Section 4 of the Dev. Agreement must also be revised.

As we discussed, I have written my staff report to oppose the ownership of Stillwood Lane and the access easement and the on-site portion of the sewer system. Based upon our earlier conversation, I did say that you agree to own and maintain that portion of the sewer system within the LMB Row. As soon as possible, please respond to these issues in either a memo or email.

Thanks,

Gary

From: Allan Goldberg [<mailto:goldgator@gmail.com>]

Sent: Friday, February 01, 2013 10:37 AM

To: gschindler

Subject: Revised Revised

DRAFT

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 17th, 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.

DRAFT

1 Mr. Schindler concluded his presentation regarding 2012-RZ-06 by saying, staff
2 finds that the Final PUD for the Waterside development meets or exceeds the
3 relevant provisions of the City's Code of Ordinances subject to five conditions
4 (see below under **MOTION**). That's it for the PUD.
5

6 Mr. Schindler said, as far as the Preliminary Subdivision Plan, once again, the
7 only real changes are those I have mentioned. The number of lots has
8 increased. Staff doesn't have a problem with that. They are smaller than
9 originally proposed. They are still larger than what was originally approved. We
10 have no problem with the access off of Stillwood Lane and the access easement
11 as opposed to Lake Mary Boulevard. As I said, Lot 1 has an existing driveway
12 that will remain. The Applicant has ensured that only the westernmost lot will
13 have access to the lake.
14

15 Mr. Schindler concluded his presentation regarding 2012-PSP-05 by saying, staff
16 finds that the Preliminary Subdivision Plan meets the relevant criteria of Section
17 155 of the City's Code of Ordinances, the Developer's Agreement, and the City's
18 Comprehensive Plan subject to five conditions (see below under **MOTION**).
19

20 Chairman Hawkins questioned if the cold mix for Stillwood Lane is going to be on
21 the subdivision's property.
22

23 Mr. Schindler replied, yes, because Stillwood is all on private property. None of it
24 is platted
25

26 Chairman Hawkins asked, so, the people to the south, are they going to be able
27 to use Stillwood Lane?
28

29 Mr. Schindler answered, yes.
30

31 Chairman Hawkins questioned, is there a cross-access easement agreement?
32

33 Mr. Schindler responded, even if there wasn't, Dr. Hawkins, it has been used for
34 so long. The Courts would never deny someone use of it because there is
35 prescriptive easement at the very least.
36

37 Chairman Hawkins asked, so even if a developer decided to one day a year shut
38 Stillwood Lane off.....
39

40 Mr. Schindler replied, it has been used for so long that there is a prescriptive
41 easement at the very least.
42

43 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

DRAFT

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

3
4 Chairman Hawkins asked where the sewer line was coming from.

5
6 Mr. Goldberg responded, it's coming down Stillwood. Properties to the east
7 would be the only properties that could tie into it.

8
9 Chairman Hawkins said that he could see Mr. Goldberg's point.

10
11 Mr. Goldberg stated, this is a private/public question. If the City wants to
12 maintain it in the future, feel free tying into other properties, but the six
13 homeowners that are going to live there in the future shouldn't have to maintain
14 it.

15
16 Chairman Hawkins questioned Mr. Schindler if he had a response to that.

17
18 Mr. Schindler replied, if the Applicant is willing to not have the City contribute
19 \$50,000. The City is contributing \$50,000 lump sum. It's a policy decision.

20
21 Chairman Hawkins asked, is it going to cost \$50,000, or more?

22
23 Mr. Schindler answered, previously, the City would contribute 50 percent of the
24 cost of running the lines under Lake Mary Boulevard not to exceed \$50,000, and
25 based upon information that Mr. Paster, the Public Works Director, gave at the
26 January 17, 2013, meeting, it was likely that it was going to be 20-\$30,000. So,
27 the City is going to be contributing probably \$20,000 more than it would have.
28 That is a policy decision that the Commission will determine. The City
29 Commission has also indicated that when the power line property to the east
30 develops, they want them to connect to sewer, and this is the only game in town.
31 So, the City Commission will decide at their meeting whether or not to require
32 connection of other properties and whether or not to own any portion of the
33 development upstream from the connection with the City of Sanford.

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

37
38 Chairman Hawkins further suggested, as far as the third condition under 2012-
39 RZ-06 Mr. Goldberg objected to earlier, that the City consider dropping the
40 \$50,000 contribution and pay for installation of the sewer line to be brought under
41 Lake Mary Boulevard and maintain it to this Applicant's property, and from
42 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.

DRAFT

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:

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1. The final subdivision plan shall include the following:
 - a. A statement that wastewater service shall be provided by the City of Sanford.
 - b. A statement that the HOA shall own and maintain the sewer upstream from the connection with the City of Sanford, per the revised Developer's Agreement.
 - c. Show the location of the proposed force main and lift station.
 - d. Show the location of the existing 2" water line and the location of the proposed relocation of this line.
 - e. The proposed location of the 16 required replacement trees.
 - f. A note indicating that the developer has the option of either planting the required replacement trees or making a contribution to the City for the value of such trees.
 - g. Submit a copy of the covenants and deed restrictions, which shall be acceptable to the City.
2. Prior to the issuance of a Certificate of Occupancy (CO) for the first residence, the Applicant shall:
 - a. Construct all required infrastructure including the sewer force main and improvements to Stillwood Lane and the access easement.
 - b. Plant the replacement trees or make the contribution to the City for the cost of the replacement trees.
3. Prior to the issuance of the CO for the first residence, the City shall disconnect the 2" water line and developer shall reinstall the line at his/her expense to provide a looped system.
4. The final plat shall show the following:
 - a. The easement for the wastewater system, which shall be dedicated to the HOA.
 - b. The easement for the 2" water line, which shall be dedicated to the City of Lake Mary.
5. 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.
6. 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.

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

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: April 18, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Approval of Jobs Growth Incentive (JGI) Program Interlocal Funding Agreement for Digital Risk, LLC (Jackie Sova, City Manager)

The attached interlocal agreement is provided for your consideration by the Metro Orlando Economic Development Commission, with cooperation and participation by Seminole County. The applicant, Digital Risk, LLC, has proposed to create some 300 new jobs by December 31, 2013, and up to an additional 300 new jobs by December 31, 2017. The average wage of each new job is \$44,778, which is 115% of the County's current average annual wage. Digital Risk, LLC is proposing to occupy and improve a leased office facility consisting of approximately 50,000 square feet with a minimum capital investment of \$6,300,000, including a \$5,000,000 lease investment. The City also gains other revenues including additional utility taxes, franchise fees, etc.

As a result of this application, each "job" would be eligible for \$1,000, which equates to a total award of \$600,000. Through the attached interlocal agreement, Seminole County will front the total award assuming all conditions of the application are satisfied. The City's share of \$300,000 (50%) would be reimbursed by us over 5 years as follows: 2013 - 300 jobs, eligible for \$300K (\$150K each from city & county); 2014-2017 – up to 300 jobs, eligible for an additional \$300K (\$150K each from city & county). These amounts are paid out based on the number of jobs created each year.

This County Commission approved this item at their March 26, 2013 meeting. As always, the County is responsible for ensuring the commitments by Digital Risk, LLC are satisfied.

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RECOMMENDATION:

Request Commission authorize Mayor to execute attached Jobs Growth Incentive Program Funding Agreement with Seminole County for Digital Risk, LLC in an amount not to exceed \$300,000 as outlined above.

Attachments

**SEMINOLE COUNTY/CITY OF LAKE MARY
JOBS GROWTH INCENTIVE PROGRAM FUNDING AGREEMENT
DIGITAL RISK, LLC**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 20____, 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 **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as “**CITY**”.

W I T N E S S E T H:

WHEREAS, it is the policy of **COUNTY** and **CITY** to aggressively stimulate economic growth in Seminole County and the City of Lake Mary by, among other things, either attracting new business or encouraging the expansion of existing business within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Lake Mary and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, **CITY** and **COUNTY** have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Lake Mary; and

WHEREAS, **CITY** and **COUNTY** have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, Digital Risk, LLC and its subsidiaries hereinafter referred to as “COMPANY”, will locate its business in COUNTY and CITY and thereby create certain full-time employment opportunities at a certain average salary level and to make certain capital investments all in accordance with COUNTY’s Economic Development Strategy, COUNTY’s Economic Development Element, and COMPANY’s Jobs Growth Incentive Grant Application, and COUNTY’s Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY is proposing to occupy and improve a leased office facility consisting of approximately 50,000 square feet in Lake Mary at an approximate cost of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00), and to invest an additional ONE MILLION THREE-HUNDRED THOUSAND AND NO/100 DOLLARS (1,300,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of COUNTY’s and CITY’s economic development; and

WHEREAS, COMPANY is eligible to receive Job Growth Incentive Grants from COUNTY and CITY; and

WHEREAS, COUNTY and CITY find and declare that it is in the public’s best interest and serves a public purpose to award a grant to COMPANY pursuant to the terms of this Agreement; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement for the purpose of facilitating the payment of CITY funds to COMPANY under a Jobs Growth Incentive Grant,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

(1) Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY an amount up to but not exceeding SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) upon COMPANY's fulfillment of certain conditions as expressed in said Agreement.

(2) CITY agrees to pay to COUNTY an amount up to but not exceeding THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) as its portion of the Jobs Growth Incentive Grant to COMPANY. The initial ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that COMPANY has provided written evidence of a lease for the Lake Mary facility and has created at least three-hundred (300) new permanent jobs. Payment of the additional amount, not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), will be based on the number of additional new permanent jobs created by COMPANY. For each additional new permanent job created by COMPANY, CITY shall pay COUNTY FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Payment shall be made by CITY to COUNTY within thirty (30) days of COUNTY delivering to CITY an invoice; said invoice will be delivered to CITY only after COUNTY reviews and confirms the number of additional new permanent jobs created and reported in COMPANY's annual report.

(3) COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with

COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

(4) In the event of COMPANY's default in its Agreement with COUNTY, all monetary recoverables shall become the sole property of COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY.

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

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

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

(6) Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

(7) (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 presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(8) In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY as provided hereinabove.

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

(b) The parties hereby certify that no officer, agent, or employee of COUNTY or CITY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly in the business to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received by COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

[Balance of this page left intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposed herein expressed on the day and year first above written.

ATTEST:

CITY OF LAKE MARY

CAROL FOLSTER, City Clerk

By: _____
DAVID MEALOR, 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 _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

MCC/sjs
3/21/13
P:\Users\Legal Secretary CSB\Economic Development\Interlocal w-Lake Mary (JGI-Digital Risk).docx

**SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is effective as of the _____ day of _____ 20____, by and between **SEMINOLE COUNTY**, a political subdivision of and in the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred as the "COUNTY") and **DIGITAL RISK, LLC**, authorized to do business and doing business in the State of Florida, whose address is 2301 Maitland Center Parkway, Suite 165, Maitland Florida 32751, (hereinafter referred to as the "COMPANY"), whose Federal Employer I.D. Number is 20-3183379.

WITNESSETH:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or encouraging the expansion of existing business within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive (JGI) Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Program Ordinance and has the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, COMPANY will locate its business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY and COUNTY desire to enter into this agreement for the purpose of giving additional assurances to COUNTY that certain expenditures by COUNTY will produce the desired economic impact in Seminole County as a result of COMPANY's activities; and

WHEREAS, COMPANY is proposing to lease a fifty thousand (50,000) square foot facility at a location in Seminole County at an approximate cost of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) and to invest an additional ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00), the sum of which represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of Seminole County's economic development; and

WHEREAS, COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

WHEREAS, COUNTY has determined that in order to enhance and preserve the health, education, and welfare of the citizens of the County it is necessary, proper, and desirable to enter into this agreement with COMPANY in order to enhance and sustain the economic development of the Seminole County; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant to COMPANY pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

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

Section 2. Definitions.

(a) "Additional New Permanent Jobs" means "New Permanent Jobs" above the first 300 created.

(b) "Close Out" means satisfaction of the terms and conditions of this Agreement evidenced by COMPANY's written verification demonstrating compliance as required in Section 4(e) herein and final payment of the grant award by COUNTY.

(c) "New Permanent Jobs" means jobs made available to persons not having been previously employed by COMPANY, such jobs being maintained for a minimum of two (2) years and having a minimum annual base wage of FORTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$44,778.00).

(d) "Parties" means COMPANY and COUNTY with respect to this Agreement.

(e) "Project" means the lease of a facility that is approximately fifty thousand (50,000) square feet, located in Seminole County and the additional capital investment as discussed herein.

(f) "Subsidiaries" means Digital Risk's following subsidiaries: Screening Analytics, LLC; NKQ, LLC; Digital Risk Valuation Services, LLC; Digital Risk Analytics, LLC; and any

subsidiaries created by Digital Risk, LLC in the future. Any reference to COMPANY shall include Digital Risk, LLC's subsidiaries.

Section 3. Representations of COMPANY. COMPANY hereby represents and warrants to COUNTY the following:

(a) COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do and is doing business in the State of Florida.

(b) COMPANY has the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by COMPANY have been duly authorized by all necessary corporate and shareholder action.

(c) COMPANY's Project Manager shall be Ron Driggers, Vice President, Facilities and Regional Development, or his designee.



Section 4. Covenants of COMPANY. COMPANY hereby covenants with COUNTY to do the following:

(a) COMPANY agrees to locate business operations in Seminole County and agrees to create and provide certain employment opportunities in the County as more specifically set forth below. COMPANY will secure its obligations relating to this Agreement by causing to be issued, in favor of COUNTY, a performance bond, letter of credit, real property lien, promissory note, or Parent Company Guarantee, or other surety satisfactory to COUNTY from COMPANY.

(b) In consideration of approval of its JGI Application for funds under the provisions of the Agreement by COUNTY, COMPANY guarantees that at least three hundred (300) New Permanent Jobs will be created and maintained at the Project by December 31, 2013. Additionally up to three hundred (300) Additional New Permanent Jobs may be created and

maintained at the Project within the County by December 31, 2017. Said New Permanent Jobs and Additional New Permanent Jobs must be created, occupied (personnel may change), and sustained for twenty-four (24) months within a forty-eight (48) month period in order to be eligible for the per job JGI Grant award. Job announcements and vacancies must be advertised in a local newspaper and notice of need must be forwarded to Workforce Central Florida.

(c) COMPANY agrees the Project will result in the expenditure of at least ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00) of capital investment relating to the Project, not including the leasehold capital investment of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) for a total capital investment of SIX MILLION THREE-HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,300,000.00).

(d) COMPANY agrees that it will occupy the facility on or before September 1, 2013.



(e) COMPANY shall provide written verification, satisfactory to COUNTY, demonstrating compliance with this Agreement.

(f) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY and will make the documentation available for review and inspection by COUNTY.

Section 5. Covenants of COUNTY/Grant Funds.

(a) In consideration for COMPANY's creation of at least three hundred (300) New Permanent Jobs by December 31, 2013, COUNTY shall provide COMPANY an up-front JGI Grant payment of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), which represents a JGI Grant expenditure of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per New Permanent Job created, upon COMPANY providing COUNTY written

evidence of a lease for the facility located in Seminole County and written verification, satisfactory to COUNTY, that the New Permanent Jobs have been created.

(b) For each Additional New Permanent Job created by COMPANY, up to an additional three hundred (300) New Permanent Jobs, COUNTY shall provide COMPANY a JGI Grant award of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per New Permanent Job created, up to but not exceeding, an aggregate award of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for the Additional New Permanent Jobs created.

(c) Each Additional New Permanent Job created must be reported in the annual report required under Section 7 herein. COUNTY will review said report, confirm the number of Additional New Permanent Jobs created and pay COMPANY within sixty (60) days following submittal of said report by COMPANY.

(d) COUNTY conditions its obligation herein, subject to COMPANY promptly furnishing to COUNTY, with evidence satisfactory to COUNTY, that COMPANY has accomplished its obligations relating to this Agreement. Reports shall be made to COUNTY by the COMPANY every twelve (12) months, in a format provided by and satisfactory to COUNTY and as described herein.

Section 6. Term.

(a) Unless earlier terminated by the Parties pursuant to and consistent with its terms, this Agreement shall become effective upon execution by all Parties and shall remain in effect through termination.

(b) This Agreement will terminate on December 31, 2022, or upon Close Out, whichever is earlier.

Section 7. Reports.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months starting on March 1, 2014, and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY for the duration of this Agreement. These reports shall give information regarding the number of New Permanent Jobs and Additional New Permanent Jobs that have been created by COMPANY, and of all activities affecting the implementation of this Agreement.

(b) COMPANY shall provide COUNTY a written annual verification, satisfactory to COUNTY, in its sole discretion, of compliance by COMPANY with all agreed upon performance standards as set forth herein which verification must be certified by an officer of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire calendar twelve (12) months period prior to the due date of each written annual verification. The first written annual verification due March 1, 2014, shall cover the effective date of the Agreement through December 31, 2013. There shall be a total of five (5) annual verifications. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and assigns of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other, which approval shall not be unreasonable withheld.

Section 11. Public Records. COMPANY shall allow public access to all documents, papers, letters or other materials, which have been made or received by COMPANY in conjunction with this Agreement. The requirements of this Section shall survive termination of this Agreement.

Section 12. Records and Audits.

(a) COMPANY shall maintain in its place of business all books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such records shall be and remain available at COMPANY's place of business at all reasonable times during the term of this Agreement and for five (5) years after this Agreement terminates.

(B) COMPANY agrees that COUNTY or its duly authorized representatives shall, until five (5) years after this Agreement terminates, have access to examine any of COMPANY's books, documents, papers, and records involving transactions related to this Agreement. COMPANY agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, based on audit examination, not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after Close Out of the Agreement in writing, and submission of the final invoice, whichever is sooner. COMPANY will provide proper facilities for access to and inspection of all required records.

(d) The requirements of this Section shall survive termination of this Agreement.

Section 13. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

James K. Hartmann
Seminole County Manager
1101 East First Street
Sanford, Florida 32771

with copies to:

John F. Krug
Director, Economic Development Division
1055 AAA Drive, Suite 150
Heathrow, Florida 32746

For COMPANY:

Ron Driggers, Vice President, Facilities and Regional Development
Digital Risk, LLC
2301 Maitland Center Parkway
Building 200, Suite 460
Maitland, FL 32751

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity and Insurance.

(a) To the extent allowed by law, COMPANY shall indemnify, defend and hold harmless COUNTY, its agents, employees, and elected and appointed officials, from and against all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons arising out of or resulting from COMPANY's performance of its obligations under this Agreement, and which are caused in whole or in part by COMPANY, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

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

(c) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

Section 15. Conflict of Interest.

(a) COMPANY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) COMPANY hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of COMPANY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, COMPANY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 16. Equal Opportunity Employment.

(a) COMPANY agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement, because or on account of race, color, religion, disability, sex, age, or national origin and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or

national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 17. Compliance with Laws and Regulations.

(a) In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 18. Employee/COMPANY Status.

(a) Persons employed or retained by COMPANY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY officers and employees, either by operation of law or by COUNTY.

(b) COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, federal, state and local employment taxes if any attributable to COMPANY personnel or contractors, and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, developing, constructing, equipping, and operating the Project or carrying out any of the activities to be carried out by COMPANY, COMPANY will be acting independently, in the capacity of an independent entity, and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

Section 19. No Third Party Beneficiaries.

(a) This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to COMPANY's interest in the Project, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 20. Contingent Fees/Conflicting Employment.

(a) COMPANY covenants that it has employed and retained only bona fide employees working for COMPANY and attorneys and consultants, to solicit or secure this Agreement. COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual or from other than a bona fide employee working for COMPANY, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement.

(b) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which adversely affects any interest or position of COUNTY. COMPANY shall not accept during the terms of this Agreement any retainer or employment from a third party whose interest appear to be conflicting or inconsistent with those of COUNTY.

Section 21. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

Section 22. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. It is being recognized that both parties, COUNTY and COMPANY, have contributed substantially and materially to the preparation hereof.

Section 23. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue sources or property.

Section 24. Events of Default/Remedies. For purposes of this Agreement, "Event of Default" shall mean any of the following:

(a) COMPANY shall misapply or cause the misapplication of COUNTY funds or credits received pursuant to this Agreement.

(b) Any representation or warranty made by COMPANY herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of the Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to COMPANY by COUNTY.

(c) COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to COMPANY by COUNTY, provided however; that COUNTY may declare a lesser time

period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety or welfare.

(d) COMPANY fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(e) COMPANY fails to expend Grant Funds in accordance with this Agreement.

(f) COMPANY fails to create and fill the minimum number of New Permanent Jobs within the limit prescribed in this Agreement.

(g) COMPANY fails to maintain the New Permanent Jobs, and additional New Permanent Jobs as may be applicable, created for the time period required by this Agreement.

(h) COMPANY fails to maintain an average salary level for such New Permanent Jobs, and additional New Permanent Jobs as may be applicable, that is equal to or greater than the per annum salary set forth in this Agreement.

(i) If within forty-five (45) days after receiving written notice from COUNTY that an Event of Default has occurred, COMPANY shall either: (i) refund to COUNTY that amount of funds equal to ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per new job not created pursuant to terms of this Agreement; or (ii) refund such disbursed funds which COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court, subject to determination of COUNTY's entitlement thereto. COUNTY may proceed to assert any and all legal or equitable remedies provided by law.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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

Section 27. Time. Time is of the essence of this Agreement.

Section 28. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, effect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall preclude the continuing effect of this Agreement if a failure of consideration were to occur.

Section 29. Entire Agreement.

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(b) No waiver or consent to any departure from any term, condition or provision of this Agreement shall be effective or binding upon any party hereto unless such waiver or consent is in writing, signed by an authorized officer of the party giving the same and delivered to the other party.

(c) COMPANY agrees that no representations have been made by COUNTY in order to induce COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

DIGITAL RISK, LLC

_____, Secretary

(CORPORATE SEAL)

By: _____
EDWARD A. SANTOS, President

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
Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

MCC/sjs
3/21/13
P:\Users\Legal Secretary CSB\Economic Development\JGI - Digital Risk LLC.docx

Fiscal Return on Investment - Summary

Name of Company	Digital Risk, LLC	
Taxable Value/Capital Investment:	<i>Based on anticipated Real Estate and Tangible Personal Property Investment</i>	\$ 6,300,000
Company Information:	Digital Risk is the largest independent provider of Risk, Compliance and Transaction Management solutions for the complex and dynamic financial services market.	
Proposed Location:	City of Lake Mary, Seminole County	
Incentive Award (County Award Alone):	\$ 300,000
Analysis Date:	March 18, 2013	
Taxing Entities (Ad-Valorem):	Millage Rate*	Tax (\$)
Countywide/General Fund	4.8751	\$ 30,713
Countywide/Transportation		\$ -
Countywide/Fire MSTU		\$ -
St. Johns River Water Management District	0.3313	\$ 2,087
School Board	7.5530	\$ 47,584
City of Lake Mary	3.6355	\$ 22,904
Total	16.3949	\$ 103,288
<i>*Note: Based on 2012 millage rates, which are subject to change</i>		

<u>County Only</u>	<u>Return of Ad-Valorem</u>	
Seminole County/General Fund Only	9.8	Years
Seminole County/All BCC Millage Rates	9.8	Years

<u>All Taxing Authorities</u>	<u>Return of Ad-Valorem</u>	
Countywide	2.9	Years

These projections are based on best available data as of the analysis date. Actual results may differ materially based on final assessment and actual build-out or completion of the project.

Local Financial Support - Job Growth Incentive

Digital Risk, LLC

	Time Period		
	2013	2014-2017*	Total
Number of Jobs	300	300	600
Seminole County contribution, per job	\$500	\$500	
City of Lake Mary contribution, per job	\$500	\$500	
Total Local Financial Support, per job	\$1,000	\$1,000	
Total Local Financial Support	\$300,000	\$300,000	\$600,000

*Creation of up to 300 new jobs between 2014 - 2017, as evidenced in reporting requirements spelled out in JGI Agreement.



MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1485 - Revisions to Section 154.21 of the Code of Ordinances related to mobile food vendors - First Reading (Public Hearing
()

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST: Staff requests that the City Commission revise Chapter 154 (Zoning Code) of the City of Lake Mary Code of Ordinances to establish regulations regarding mobile food vendors on private property.

DISCUSSION/HISTORY: Currently, there are three situations in which mobile food vendors are permitted to operate within the City:

- Mobile vendors that serve a number of locations each day – These include trucks that serve residences and construction sites. These vendors stop at multiple locations and stay only as long as there is a demand for their goods. These include ice cream trucks, home delivery of foods, etc.
- Mobile food vendors located on public property – These include such events as the food trucks at WineArt Wednesdays. This type of event usually involves a number of vendors who are at a specific location for a specified timeframe. The Food Truck event is scheduled for once a month at Central Park. The event is advertised and customers come to the vendor.
- Mobile food vendors associated with special events – These vendors are associated with festivals and special events, which may be located either on public or private property. The vendors operate only during the length of the event, which is typically a weekend. Such events include art shows, festivals and celebrations at churches, schools, etc.

Periodically, the City receives inquiries from mobile food vendors wanting to locate on private property on a semi-permanent basis. Historically, the City has permitted mobile food vendors only when they operated on the public rights-of-way or when they were allowed as part of events that complied with the existing provisions of Section 154.21, Open Air and Temporary Sales; therefore, we've told the food vendors no.

At this time, staff proposes to revise the City's regulations to allow mobile food vendors to locate on private property on a semi-permanent basis, such as hot dog vendors that locate at Home Depot, Lowe's or similar stores. Although such vendors may not be there every day, they tend to be at the same location for more than one or two days.

The primary reasons for the proposed change in the regulations relate to convenience for customers and employees and to reduce the amount of traffic on City streets. The City has a number of office complexes that do not have access to internal food courts or restaurants. By allowing mobile food vendors to locate on private property, you take food choices to the customer, rather than requiring the customer to travel offsite. This reduces the number of trips on City streets and has the potential of promoting the use of SunRail.

Outside of regularly scheduled events, such as monthly events involving food trucks, the proposed regulations will not result in allowing mobile food vendors to operate within City rights-of-way or parks. The proposed regulations are intended to allow mobile food vendors to operate only as an accessory use within the City's commercial and industrial zoned areas.

In order to not reinvent the wheel, staff reviewed how other governments in Seminole County handle mobile food vendors. The following is a summary of staff's findings:

- City of Altamonte Springs – Allowed on private properties of 10 or more acres.
- City of Casselberry – Allowed only when associated with special events.
- City of Longwood – Allowed as part of a special event on City property.
- City of Oviedo – With staff approval, allowed on private property for up to 3 months. In excess of 3 months, must be approved by the City Commission.
- City of Sanford – Allowed within the Downtown and along Sanford Avenue.
- City of Winter Springs – Allowed with a solicitor's license and business tax receipt.
- Seminole County – Allowed only when associated with special events.

PROPOSED CODE REVISIONS:

Section 154.09, DEFINITIONS

MOBILE FOOD VENDOR. A person who is in the business of selling prepared food from a vehicle which has a current registration and license from the State of Florida and complies with the provisions of Section 154.21 (C) of the City's Code of Ordinances.

154.21 OPEN AIR AND TEMPORARY SALES TEMPORARY/SEASONAL USES AND MOBILE FOOD VENDORS

(C) Mobile Food Vendors. Mobile food vendors shall be allowed to operate on private property, as long as they comply with the following conditions:

(1) Zoning Requirements. The property on which the mobile food vendor proposes to locate must have a zoning designation of PO, C-1, C-2, DC, M-1A, M-2A or PUD. If the property is zoned PUD, the mobile food vendor shall be located only in the non-residential portion of the PUD. Mobile food vendors are not allowed in residential areas or the residential portion of mixed use PUDs.

(2) Primary Use. Mobile food vendors are accessory uses and shall only be allowed on properties that are developed with permitted or conditional uses appropriate for the zoning district in which they are located.

(3) Signage. The amount of signage on the mobile food vendor vehicle is not regulated but signs must be mounted flat against the vehicle and cannot project from the vehicles. The mobile food vendor shall be permitted to place one sign, not to exceed 6 square feet on the subject property where the mobile food vendor's vehicle is conducting business. Such signage shall be in addition to temporary and permanent signs permitted for the subject property, per Section 155, Appendix I.

(4) ADA Standards. The mobile food vendor vehicle and the property on which it is located shall meet all applicable ADA requirements.

(5) Vehicles. All vehicles associated with mobile food vending must be operable, per Sub-section 91.65 of the City's Code of Ordinances, and have a Florida registration and license for the current year.

(6) Location Requirements.

(a) The property on which the mobile food truck proposes to locate shall contain a minimum size of five (5) acres, not including the area of any adjacent out-parcels.

(b) There shall be no existing restaurant on the property where a mobile food vendor proposes to locate. The presence of platted out-parcels shall not prevent a food truck from locating on an adjacent parcel of 5 acres or greater.

(c) A mobile food vendor vehicle must not locate in any parking space which is required to meet the minimum number of required parking spaces for the subject property; or in driveways; loading zones; or designated Public Safety lanes (i.e. fire lanes).

(d) The mobile food vendor must not be located within any required landscape buffer on the subject property.

(e) The subject property occupant and the mobile vendor must not conduct business in such a way that would restrict or interfere with proper ingress and egress for vehicles and pedestrians, or constitute a traffic hazard.

(f) Overnight parking of mobile food vendor vehicles is prohibited.

(7) Licensing. Annually, the mobile food vendor must secure a City of Lake Mary Business Tax Receipt (BTR) and pay all relevant fees, and the applicant must provide the following:

(a) A notarized statement from the owner of the subject property authorizing the mobile food vendor to operate on the subject property.

(b) A copy of the appropriate license(s) from the Florida Division of Hotels and Restaurants.

(c) A sketch plan showing the subject property and the proposed location of the mobile food vendor vehicle. The sketch plan shall also document that the mobile food vendor and the subject property meet or exceed all relevant requirements.

(d) Other documentation as required by the City.

(8) Failure to comply with the provisions of this section shall be grounds for denial of a BTR, revocation of an existing BTR or bringing code enforcement or civil action against the mobile food vendor or the owner of the subject property, or both.

FINDINGS OF FACT: It is recommended that the City Commission adopt the proposed revisions to Section 154.21 of the City's Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular March 12, 2013 meeting, the P&Z voted 3 to 1 to recommend approval of the proposed revisions described above.

ATTACHMENT:

- Ordinance No. 1485
- March 12, 2013 Planning & Zoning Board Minutes

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.09, DEFINITIONS, ADDING A DEFINITION OF MOBILE FOOD VENDOR, AMENDING SECTION 154.21, OPEN AIR AND TEMPORARY SALES, BY ADDING NEW SECTION (C), MOBILE FOOD VENDORS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to revise Chapter 154 of the City's Code of Ordinances to establish regulations related to mobile food vendors; and

WHEREAS, the City Commission directed staff to revise Section 154.09, Definitions, and Section 154.21, Open Air and Temporary Sales to allow mobile food vendors; and

WHEREAS, the proposed revisions to Sections 154.09 and 154.21 have been reviewed by the Planning and Zoning Board, which recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, words with underlined type shall constitute additions to the original text, ~~strikethrough~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Sections 154.09, Definitions and 154.21, Open Air and Temporary Sales are revised as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section",

“article”, or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

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

Section 4. Severability: 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 take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2013.

FIRST READING: April 18, 2013

SECOND READING: May 2, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
PROPOSED REVISIONS TO CHAPTER 154
SECTION 154.09 – DEFINITIONS
SECTION 154.21 – OPEN AIR AND TEMPORARY SALES

Section 154.09, DEFINITIONS

MOBILE FOOD VENDOR. A person who is in the business of selling prepared food from a vehicle which has a current registration and license from the State of Florida and complies with the provisions of Section 154.21 (C) of the City's Code of Ordinances.

154.21 ~~OPEN AIR AND TEMPORARY SALES~~ TEMPORARY/SEASONAL USES AND MOBILE FOOD VENDORS

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(6) Location Requirements.

(a) The property on which the mobile food truck proposes to locate shall contain a minimum size of five (5) acres, not including the area of any adjacent out-parcels.

(b) There shall be no existing restaurant on the property where a mobile food vendor proposes to locate. The presence of platted out-parcels shall not prevent a food truck from locating on an adjacent parcel of 5 acres or greater.

(c) A mobile food vendor vehicle must not locate in any parking space which is required to meet the minimum number of required parking spaces for the subject property; or in driveways; loading zones; or designated Public Safety lanes (i.e. fire lanes).

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(c) A sketch plan showing the subject property and the proposed location of the mobile food vendor vehicle. The sketch plan shall also document that the mobile food vendor and the subject property meet or exceed all relevant requirements.

(d) Other documentation as required by the City.

(8) Failure to comply with the provisions of this section shall be grounds for denial of a BTR, revocation an existing BTR or bring code enforcement or civil action against the mobile food vendor or the owner of the subject property, or both.

1 A. 2012-ZTA-05: Recommendation to the City Commission regarding proposed
2 revisions to Section 154.21 related to mobile food vendors; Applicant: City of
3 Lake Mary/Community Development Department
4

5 Juan (John) A. Omana, Jr., Community Development Director, announced that
6 all three items this evening are legislative in nature; that a Legislative Sign-In
7 Sheet (see attached) was located at the back of the chambers for any interested
8 party to sign in order to be kept abreast of these matters.
9

10 Gary Schindler, City Planner, presented Item A. and the related Staff Report. He
11 announced that all three proposed code revisions tonight are recommendations
12 to the City Commission that will be scheduled for the appropriate City
13 Commission meeting in April.
14

15 Mr. Schindler said that the first proposed code revision, 2012-ZTA-05, has to do
16 with food trucks. He explained the reasons why the City is looking at food trucks.
17 He stated, currently there are three situations in which food trucks are permitted.
18 One, you have seen the Schwan trucks that deliver food? They and the ice
19 cream trucks go to specific locations. When there is a demand, they stop. They
20 stay there only as long as they need to do their business, or as the demand
21 dictates, then they move on. Then the second situation is when government
22 sponsors food truck raves like we have here once a month. And then there are
23 food trucks at festivals, and so forth, that can either be on public or private
24 property.
25

26 Mr. Schindler said, this came about because each year we get calls from people
27 saying they want to put a hot dog cart in front of Home Depot and we have to
28 say, no, you can't. And, over time, we have begun to think if we are really
29 shooting ourselves in the foot by saying no. So, not wanting to reinvent the
30 wheel, I contacted a number of our sister cities and you can see that it varies
31 from location to location. Some permit them, some don't. So, what is really
32 driving this is that we have a number of retail establishments and office
33 environments that do not have their own internal food service and so these
34 people have to either bring their lunch or they leave and go get something to eat
35 and come back. Well, when you require the people to go to the food, you are
36 putting more traffic on the streets; whereas, if the food would come to the places
37 of employment or retail sites, then the people don't have to leave. That cuts
38 down on traffic. Also, if we are going to encourage the use of SunRail, people
39 are either going to have to bring their own lunch or they are going to have to
40 have easy access to lunch or foods. We think that by allowing food trucks we are
41 setting some parameters, but it's really up to the market to decide whether or not
42 a location is good. We believe that there are advantages to both; one, the

1 purveyors of the food trucks, and, two, either employees or the customers of
2 these locations.

3
4 Mr. Schindler stated, we have bounced this off the City Commission and they
5 didn't say no. So, we said, all right, in light of that, let's move forward and bring
6 something to them. What you have before you is our first cut in this. It is one of
7 these things that if it doesn't work, then we can always go back and revise it. But
8 it seems to make sense in that instead of having people that have to go to food,
9 you bring the food to people.

10
11 Mr. Schindler concluded his presentation by saying, I'll be happy to address any
12 specifics that you may have, but that is it in a nutshell. That is the thinking
13 behind all this.

14
15 Member Cartmill asked, under Section 154.09, DEFINITIONS, MOBILE FOOD
16 VENDOR., on page 2 of 4 of the Staff Report, where it says a mobile food vendor
17 is a person located on private property, what are they called when they are on
18 public property?

19
20 Mr. Schindler answered, illegal.

21
22 Member Cartmill questioned, well, what about when you have your food truck
23 raves?

24
25 Mr. Schindler responded, the only time they can be on public property is when
26 they are so invited by government and that is either at festivals or a specific food
27 truck event. Otherwise, they are not allowed to be on public property.

28
29 Member Miller asked, what if there is a food service available in the building
30 already?

31
32 Mr. Schindler replied, then it is up to the owners of the building to say no.
33 Because if I own the building and someone wants to have access, it's up to me to
34 say yes. If I am so greedy that I am going to cut the throat of an existing
35 business, well, then perhaps that business needs to find another location. He
36 read aloud (6) (b) on page 3 of 4 of the Staff Report where it says "there shall be
37 no existing restaurant on the property where a mobile food vendor proposes to
38 locate. The presence of a platted out-parcel shall not prohibit a food truck from
39 locating on an adjacent parcel of five acres or greater". He said, so, yes, this is
40 one instance where we have said, hey, we have to have some protection for
41 existing businesses.
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Alternate Fitzgerald disclosed a conflict of interest related to voting on this item since he operates a restaurant (Tilted Kilt) within the City. He also stated that he didn't see Schwan trucks as being in the same category as food trucks since food trucks provide ready-to-eat food versus Schwan's who delivers frozen foods.

Mr. Schindler said that ice cream trucks are comparable to Schwan's in that they have a route. Schwan's is more by demand, but ice cream trucks drive the streets trolling for customers.

Alternate Fitzgerald said that he did have a little bit of a personal problem concerning when Mr. Schindler was talking about the amount of cars on the road and us bringing the food to them versus them coming out to, say, Tilted Kilt to eat, but stated that what we are here to talk about is if it is good for the City.

Mr. Schindler questioned Mr. Omana, in an abundance of caution, should Alternate Fitzgerald recuse himself?

Mr. Omana answered, yes.

Mr. Schindler said to Alternate Fitzgerald, since you have a situation in which you could personally gain from the action.

Member Miller stated, but we are all very interested in your opinion. He asked, do you perceive this to be bad for restaurants like yours?

Alternate Fitzgerald responded, I do – well, before being a restaurant owner/operator, I'm also a citizen. I believe in the free market. I'm a libertarian. People have rights. I'm not against it as a concept personally, but it could be a little troubling for me as an operator. I did some research today and looked into some communities like Portland and Raleigh that have had food trucks for awhile and there just doesn't seem to be a whole lot of issues that have been – there haven't been a lot of complaints. The brick and mortar restaurants initially were concerned, but there haven't been any really major concerns raised. So, I think that the two entities can coexist, it seems to be, from what I have researched. My only other big concern is public health and if they are under the same restrictions that a brick and mortar restaurant is relative to inspections. My question was, okay, they have their initial inspection when they get their business license, but then what about – does Bruce (Sr. Code Enforcement Officer) have to chase them around the City, or does the State of Florida have to chase them around the City trying to do an inspection on them? But, again, it doesn't seem to be prohibitive or a problem. So, from the perspective of a resident of the City

DRAFT

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of Lake Mary, I could find nothing wrong with the concept of food trucks, but I'm conflicted a little bit on the business side.

Acting Chairman Taylor questioned, do you think food trucks pose an unfair advantage over restaurants?

Alternate Fitzgerald replied, no, not based on the restrictions that the City is trying to implement here, which is they can't share – they can't be in the parking lot of a restaurant. So, I don't think it's unfair. I really don't. I like food trucks personally.

Acting Chairman Taylor said, you could get a Tilted Kilt food truck.

Alternate Fitzgerald stated, that's been talked about.

Member Miller said, only if he gets a share of the profits (laughter).

Acting Chairman Taylor suggested under Section 154.09, DEFINITIONS, MOBILE FOOD VENDOR., on page 2 of 4 of the Staff Report, to delete the words, located on private property, because that is not a part of the definition because a legal food vendor for Lake Mary is a person on private property, but just a mobile food vendor can be anywhere.

Acting Chairman Taylor asked, when you say a vehicle under Section 154.09, DEFINITIONS, MOBILE FOOD VENDOR., on page 2 of 4 of the Staff Report, are you specifically referring to trucks? Are you going to limit the type of vehicle to some kind of truck?

Mr. Schindler answered, no. A vehicle is anything that is required to be licensed. Hot dog carts that you tow behind a car are licensed. You have to get a license plate and they have to be registered.

Acting Chairman Taylor said, so, you have to have a current/valid Florida driver's license and registration. She questioned, are there any restaurant certifications/licenses needed?

Mr. Schindler responded, that's up to the State. We don't regulate that. That will be through the Department of Hotels and Restaurants. So, we are not going to be doing those inspections. He read aloud (7) on page 3 of 4 of the Staff Report, as follows:

1 (7) Licensing. Annually, the applicant shall secure a City of Lake Mary Business
2 Tax Receipt (BTR) and pay all relevant fees requiring the applicant to provide the
3 following:

4
5 (a) A notarized statement from the owner of the subject property authorizing the
6 mobile food vendor to operate on the subject property.

7
8 (b) A copy of the appropriate license(s) from the Florida Division of Hotels and
9 Restaurants.

10
11 Acting Chairman Taylor asked, is there going to be a limit per site?

12
13 Mr. Schindler replied, no. That is really up to the owner of the property. We
14 don't want to be dictating as to – as long as there are five acres, then we do not
15 care how many they have. And it could be that it could sustain more than one. It
16 is not for us to say. It is really the market that will dictate that.

17
18 Member Miller questioned if food trucks are appropriate for the image of the City
19 to promote mobile vendors selling food at every commercial building in town that
20 wants to have one.

21
22 Mr. Schindler answered, as long as the owners of the property agree.

23
24 Mr. Omana added, times are changing. This discussion was had with the City
25 Commission and the City Manager and, like Mr. Schindler said, we weren't told
26 no. Put it together and bring it forward.

27
28 Mr. Schindler added, they are no longer the roach coaches. I mean, we all joke
29 about the roach coaches that go from construction site to construction site. We
30 are dealing now with the possibility of food trucks like we have here at the food
31 truck raves.

32
33 Member Cartmill added, the most recent art festival is the first year we have had
34 food trucks. Huge success. Tina Thomson, Fire Inspector for the City, had to
35 kick one out because they didn't meet the standards of the City.

36
37 Member Miller asked, but who is going to be inspecting them at these buildings?

38
39 Member Cartmill responded, I would assume – I thought they all had to be –
40 according to (d) Other documentation as required by the City. on page 4 of 4 of
41 the Staff Report, and if the City requires that they meet fire code, then they're not
42 licensed, then they're illegal.
43

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1 Mr. Noto added, they get their inspections through the Business Tax Receipt
2 process.

3
4 Member Miller stated, and then three months later, four months later, it has
5 roaches all in it and nobody knows...

6
7 Alternate Fitzgerald interjected saying, but the licensing is the same for these –
8 from what I have read, as any brick and mortar restaurant. So, your logic applies
9 to the same thing there; who is checking the restaurants.

10
11 Member Miller said, but they're checking you.

12
13 Alternate Fitzgerald stated, a couple times a year; yeah.

14
15 Member Miller said, these people don't get checked anymore after they...

16
17 Alternate Fitzgerald interposed stating, no. From what I have read, they do.
18 They get their initial inspection when they get their business license, and then
19 they are subject to the same restrictions that we have.

20
21 Mr. Schindler added, and the other thing is that if people see that it's unclean –
22 well, they won't go back.

23
24 Member Miller said, well, the problem with that is people don't see it.

25
26 Acting Chairman Taylor stated, I think they are subject to the same health
27 inspections as restaurants. I think they call those restaurants under state law, so
28 they are subject to random inspections and food testing and all of that grading.
29 But, I think food trucks have come a long way. I think they are a little more she-
30 she now than they used to be with hot dogs.

31
32 Mr. Schindler said, and there will come a time when – it's very likely that food
33 trucks will become passé. We go in cycles. There will be a time when people
34 say, well, I'm tired of going to the food trucks and they will go away, or maybe
35 there will be fewer of them. Nothing changes that stays the same. Everything
36 that is new was once old. But, we believe that the time has come for us to revise
37 our thinking.

38
39 Alternate Fitzgerald stated, I have one other point that I want to bring up because
40 I want to make Dr. Hawkins proud. It's about the signage. It does read here that
41 the signage on the vehicle itself is not regulated; that they can put anything on it.
42 He questioned, so, what is to say, hypothetically, that if a food truck has a

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1 business relationship with a business that they can't put a promotional sign on
2 their food truck for the business that they are utilizing the property for?

3
4 Mr. Schindler replied, nothing.

5
6 Alternate Fitzgerald said, which would be a violation of the signage ordinance.

7
8 Mr. Noto added, they still couldn't have, like, a banner.

9
10 Member Miller asked, can they have the pretty lights and all like they have on
11 those trailers that we hate?

12
13 Alternate Fitzgerald stated, they could do half the food truck as a banner of the
14 business and the other half the business of the food truck.

15
16 Mr. Schindler said, but we don't regulate what is on the signage. We do not
17 regulate wording.

18
19 Alternate Fitzgerald stated, sure. That is my point.

20
21 Mr. Noto said, I think I hear what you are saying, is more of an off-premise-type
22 sign. Yeah, that is one way.

23
24 Mr. Schindler stated, well, they can't.

25
26 Alternate Fitzgerald interjected saying, that is a way to get around the City's
27 sign...

28
29 Mr. Schindler said, signage is accessory to the property. So, there couldn't be a
30 food truck at Colonial that says Tilted Kilt. That is an off-premise sign.

31
32 Alternate Fitzgerald stated, but it says right here that food vendor vehicle signage
33 is not regulated.

34
35 Mr. Schindler said, not to size, not the amount, but it is accessory.

36
37 Member Miller questioned, why don't we make the signs subject to City
38 regulations?

39
40 Acting Chairman Taylor answered, because it's mobile and it travels through
41 multiple jurisdictions, and if every city regulated its signage, I don't think it would
42 be allowed. Plus, the content of the sign has to be content-neutral. You can't
43 regulate the content of the sign because it's speech.

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Mr. Schindler stated, what we are saying is that if Tilted Kilt had a food truck and it went to the Verizon building, it could say Tilted Kilt, but it couldn't say TD Bank because the TD Bank is an off-premise sign.

Alternate Fitzgerald asked, but could it say Verizon?

Mr. Schindler responded, sure, it could say Verizon.

Alternate Fitzgerald said, but that is not consistent with the signage ordinance.

Mr. Schindler replied, if you are willing to give your signage...

Alternate Fitzgerald interposed saying, I am.

Mr. Schindler continued with his reply saying, then I am not sure that we could prohibit it because we don't regulate the verbiage on signs as long as they are not – we regulate whether they are accessory or off-premise.

Acting Chairman Taylor questioned, but if I do business with X bank and I love them so much that I put a bumper sticker, X bank, on my car and I drive that around as free advertising for 4 Rivers or X bank, then we don't consider that as signage?

Mr. Schindler answered, no, we don't.

Acting Chairman Taylor stated, it is just something that is kind of ancillary that I don't know would be that much of a problem.

Mr. Schindler said, that's right. But, for a business sign, it cannot be off premises.

Member Schofield stated, let's say somebody sets up a hot dog stand in front of Home Depot, which I have seen occasionally there. Under (6) (b), There shall be no existing restaurant on the property where a mobile food vendor proposes to locate., well, that whole plaza has several restaurants on the front end of it. He asked, would that make a hot dog vendor setting up at Home Depot illegal?

Mr. Schindler responded, yes and no. I believe that the restaurants are on out-parcels.

Member Schofield questioned, so, each one stands alone on itself?

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Mr. Schindler replied, yes, right. Now, if they weren't out parcels, then, no, they couldn't. Like at Park Place at Heathrow, you have a situation whereby Applebee's is an out parcel, but the restaurants in the strips are not.

Member Schofield asked, so, a food truck setting up at the Marriott would be illegal?

Mr. Schindler answered, that's right.

Member Schofield questioned, when I read all the regulations here, it sounds like once a food truck gets established, they show all their licenses, they get their applicable permits from the City; that it really becomes a self-regulation? We're not going to have the City driving around every day making sure that people meet things? It is going to be on an as-reported or nuisance basis?

Mr. Schindler responded, that's correct.

Member Miller asked, who is asking for this?

Mr. Schindler replied, well, several times a year we have people calling and wanting to have food trucks at various as sundry locations.

Member Miller questioned, we do that, right, today like the hot dog truck in front of the Home Depot?

Mr. Schindler answered, no, we don't. We tell people no. That doesn't mean that they don't illegally go there. We know that, at times, there have been hot dog stands in front of Home Depot.

Mr. Noto added, SunRail probably plays a bigger part in this.

Member Miller stated, I'd rather somebody put a taxed-based restaurant there than to have to compete with a whole bunch of pull-in-the-parking-lot vendors. To me, this is self-defeating on our tax base, self-defeating on people who are already established as part of the tax base. The point about the restaurants in front of Home Depot -- for example, the Home Depot hot dog thing might not mess with Dunkin Doughnuts very much, but you might as well put a chicken stand in there to get Chik-fil-a and put a roast beef stand to get Arby's. You are going to have people sitting in that parking lot -- and they can park anywhere in that parking lot. Right behind Arby's if they want to. Why fight the line at Arby's when you can -- personally, I think it cheapens the City.

1 Mr. Noto said, the SunRail discussion goes to a whole another ameba, I guess
2 you could say, about – if people ride SunRail, they don't have their car. They are
3 either going to take LYNX or a taxi or something to the major employment center
4 on the other side of I-4. So, if they work at – we'll use Verizon as an example --
5 they walk in the building – if Verizon doesn't provide for a restaurant inside, like a
6 cafeteria or something, if it's raining out or if it's sunny out, it's a bit of a walk to
7 the Applebee's or to whatever else is over there. And if they can't carpool to any
8 local restaurants, they really have no way to have lunch unless they brought it.
9 So, that is part of the discussion of the food trucks – is that when SunRail
10 becomes active and when people start looking at us to solve their issues as far
11 as how do I get around town now, where am I supposed to get lunch, because
12 they don't have a car, that is supposed to provide the free market, as Gary said,
13 for those folks to go and...

14
15 Member Miller interposed saying, there's also half a dozen restaurants in town
16 that deliver.

17
18 Acting Chairman Taylor stated, but people may choose that over delivery or the
19 demand may be we really don't like food trucks and put pressure on the
20 businesses to open...

21
22 Mr. Noto interjected saying, they might not like waiting...

23
24 Member Miller interposed saying, I think once you get this, you've got it. I don't
25 believe that -- if we put this in place, then it will be unfair to snatch it out from
26 people who have made capital investments and started populating the City with
27 their food trucks more than what they do today. So, I think once you start it, it is
28 going to be there. This isn't a thing that we say, okay, we're going to do it, and if
29 it works out, fine. If it doesn't, we'll change it. It would be wrong to change it...

30
31 Acting Chairman Taylor interjected saying, no, I'm saying I think it will be there. I
32 don't think it's going to change. I think businesses may say we're not interested
33 in having a food truck; our people don't want it, they don't like it, we're not
34 interested in having them here anymore. Since it is on private property, it has to
35 be there by invitation.

36
37 Member Miller said, personally, I think there will be less of that because I think
38 people like choice and they will be pressured to have choice. There will be ten
39 people in every building who say they need a food truck because they have got
40 to have something. So, I think once you start it, you are going to get to see a lot
41 of it. My personal opinion is it drops the image of the City a notch or two.
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Member Schofield asked Mr. Schindler, how big is five acres as far as size? Would it be the size of the City Hall site here?

Mr. Schindler responded, an acre is 200 x 200 roughly, or 43,560 square feet.

Mr. Omana added, the SunRail site is about ten acres.

Member Schofield questioned, so something like the Home Depot site might just barely fit in that?

Mr. Schindler replied, it might. It is intended for large concentrations of people.

Member Schofield asked, high density?

Mr. Schindler answered, high density; yes.

Member Miller said, if you don't count PetSmart, it won't.

Mr. Omana added, basically, you're looking at your DRI's; Colonial, North Point, Primera.

Member Schofield questioned, everything in the technology corridor area?

Mr. Schindler and Mr. Omana simultaneously answered affirmatively.

Mr. Schindler added, and we have so little retail in the City, per se. Gander Mountain and Home Depot are the only two retail establishments we have in the City that might qualify.

Member Schofield expressed his concern of a food truck deciding to show up at the insurance building down the street that sits on just a quarter-acre lot just to service the people inside and they're in and out within 30 minutes, then they go on to their next stop.

Mr. Schindler stated, that is not prohibited. That is no different than our roach coaches that go to a construction site, stop and move on. We are talking about the vendors that will stop and stay there for several hours on a day-by-day basis.

Member Miller asked, can they unhook their trailer and leave it there in the parking lot?

Mr. Schindler responded, they may not.

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1 Member Miller questioned, it has to be gone over what period of time?

2
3 Mr. Schindler replied, that is unregulated.

4
5 Member Schofield asked, when you say stay there for several hours, if they show
6 up at 11 a.m...

7
8 Mr. Schindler interposed answering, leave at 2.

9
10 Member Schofield questioned, they are not allowed to leave their trailer there,
11 but there is no regulation stopping them from doing it?

12
13 Mr. Schindler responded, that's correct.

14
15 Acting Chairman Taylor asked, is there something you can put in here to ensure
16 that?

17
18 Mr. Schindler questioned, who is going to police it? That is the problem.

19
20 Acting Chairman Taylor asked, if this is going into the Code, and part of the Code
21 is that food trucks can't be present on a business between the hours of, say, 10
22 p.m. and...

23
24 Mr. Schindler interjected questioning, who is going to police it? That's the
25 problem.

26
27 Mr. Omana added, my thought would be to have no overnight storage of said
28 trailers.

29
30 Acting Chairman Taylor said, but it is something that prohibits them from being
31 stored on the property overnight. So, they basically aren't restaurants. They are
32 mobile food trucks. Mobile means they need to leave the site every day. I mean,
33 the Code is enforced by our code enforcement officer. Don't the police also do
34 some code enforcement?

35
36 Mr. Omana answered affirmatively.

37
38 Acting Chairman Taylor stated, so, they can take some at night.

39
40 Mr. Schindler said, but, understand, it's by complaint and also it's up to the
41 property owner to decide, you know, you can't leave that here overnight.

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Member Schofield stated, if it's written into the Code though – I mean, we already established that really this whole framework of what is being discussed here is once you get your application and your permits and everything, it is pretty much self-regulated unless somebody complains. So, if we were to write something into this code that says that mobile food trucks are not allowed to park overnight at any establishment -- you can write it in there and it is still the same premise of self-regulation based on some sort of consumer complaint.

Mr. Schindler said, then you need to make that a part of your recommendation, if you are going to recommend approval.

Member Schofield stated, I would think – and I agree with Colleen on this – is that I think, at minimum, we probably do need to put something in there just to have it in there so it can be enforced if it becomes a problem. If you don't write it in there at all, then – if I have my food truck, I park it and I leave it at Home Depot every night, there is nothing you can do to me because there is nothing written in the Ordinance that says that I can't do it. So, I think it would probably be in the best interest to put something in there that prohibits it and then enforce it if it becomes an issue.

Mr. Schindler said, then please make that a part of your recommendation.

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

Member Cartmill said, I was just curious what Sid had to say about it.

Member Miller stated, Sid feels like we're asking for a problem when we don't really need to. I see this as having the potential for creating a problem from what we are doing instead of solving some problem that exists today. That's what it feels like to me. If there was some real public need and we could be specific about what that public need is and meet that, but it looks to me like we are creating something that is going to embarrass us downstream. I'd much rather see a hard facility. If McDonald's can put a McDonald's in the middle of a Wal-Mart, what on earth makes you think they won't put something at the train station. I mean, there have to be fast-food franchises -- maybe the Tilted Kilt is going in there -- instead of things on wheels. I don't want to be a mobile home community.

Acting Chairman Taylor said, those can't go at the train station because that is public property.

Mr. Schindler added, yes. There will not be anything at the train station.

1 Member Miller stated, okay. Well, they can go in the apartment parking lot next
2 door, if it's five acres, I guess, I don't know, or in the cemetery. Somebody will
3 figure out how to get close enough. I just think it hurts the tax base for no good
4 reason. That is my opinion of it. Now, if the City Commission wants to do it, I
5 understand, and they can do it, if they choose. It just feels to me like it is not the
6 kind of thing I want to be behind.

7
8 Member Schofield said, we say they can't go on public property as an individual,
9 but yet when we have the food truck bazaars...

10
11 Mr. Schindler interposed saying, that's by invitation.

12
13 Member Schofield asked, so if the City all of the sudden wanted to invite people
14 to show up at 12 o'clock everyday next to the SunRail station, then it's a different
15 ball game?

16
17 Mr. Schindler replied, sure, they could.

18
19 Mr. Noto added, the SunRail Station parking lot is not owned by the City. That is
20 FDOT property.

21
22 Mr. Schindler added, we have the food truck rave here once a month. It is a
23 sponsored City event.

24
25 Member Schofield questioned, but then there's nothing saying -- okay, forget the
26 FDOT SunRail parking lot. If the City wanted to say, hey, folks, let's all line up in
27 front of the police department, truck after truck after truck so people can just walk
28 down the sidewalk and make their choice and they serve to the sidewalk, there is
29 nothing stopping the City from inviting everybody every day?

30
31 Mr. Schindler answered, no, there is nothing. And the food trucks may operate
32 within the right of way as long as they move. But, you are right; if the City said,
33 yes, this whole area in front of City Hall is going to be reserved for food trucks,
34 they could legally do it.

35
36 Member Schofield asked, and every day somebody from the police department
37 goes out and puts out cones and cordons off six or seven parking spots in a row
38 for the food trucks to come in would be allowable?

39
40 Mr. Schindler responded, that would be allowable. It could be allowable now.

41
42 Member Schofield questioned, will there be any notification to the people who do
43 get the licenses when their annual license is up? Will we be notifying them?

1 Mr. Schindler replied, oh, believe me, we notify them. We come knocking and
2 ask, where's your license.

3
4 Member Schofield asked, the City goes to them on an annual basis telling them
5 they need to renew? It's not they get their license and it's up to them whether
6 they want to renew or not?
7

8 Mr. Schindler answered, we notify them by mail and then those people who have
9 not picked up their license – Steve is a part of the posse that goes knocking on
10 doors.

11
12 Mr. Noto added, and the fire department also handles that as part of their
13 inspections.
14

15 Member Schofield commented, I have mixed emotions about this. I can see the
16 pluses to it. I can also see the dark side to it and the abuse of trying to garner
17 business via abuse of the rules and regulations when it, for the most part, is self-
18 regulated unless somebody complains.
19

20 Acting Chairman Taylor commented, from what I am gathering from this
21 ordinance is it seems like the only thing that you are asking to change is to allow
22 private businesses to contract with private food trucks.
23

24 Mr. Schindler said, that's right.
25

26 Acting Chairman Taylor, commented, all of these other scenarios can already
27 happen and have nothing really to do – it's codified, but has nothing to do with
28 what else is going on. It's just allowing a private business to contract with one or
29 more private food trucks to come and service their clients.
30

31 Mr. Schindler stated, that's correct.
32

33 Acting Chairman Taylor commented, so, that's all I see it as. I don't see it as
34 necessarily harming a business. It's helping some businesses. Some
35 businesses have different business models today.
36

37 Member Schofield commented, I was looking at it from a different angle. I
38 understand exactly what you are saying. That clarifies it all for me.
39

40 Acting Chairman Taylor commented, that's the way I see it. I talked to a couple
41 of neighbors and some other people about it, you know, my husband and
42 different people, and they were, like, it would be kind of cool because he travels a
43 lot and gets stuck at businesses. Some of them only have a pretty disgusting

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1 cafeteria, some of them have one or two options. I got my car fixed at David
2 Maus Toyota one day and had to bring my son; flat tire, big nightmare; and they
3 brought in food from six different places. I'm like, if I have to go back, I'll go back
4 some place where it was easy for me to get a variety of food and nice choices.
5 So, I think it can enhance a business as far as – and SunRail, but that's just my
6 two cents.

7
8 Member Cartmill commented, I'm fine with it. Like you said, it's already
9 happening. This just regulates it somewhat so we can have some kind of control
10 over it.

11
12 Member Miller commented, it's not already happening.

13
14 Acting Chairman Taylor commented, the only thing that's not happening is the
15 businesses contracting with the food trucks.

16
17 Member Miller commented, right. And leaving it parked there as long as they
18 choose, whatever signage they have is the signage they have, and however it
19 looks is how it looks.

20
21 Member Cartmill commented, I don't think by regulating it more that we are going
22 to all of a sudden have a city full of food trucks.

23
24 Member Schofield commented, I think the only thing -- if we add a regulation is to
25 indicate no overnight parking will be permitted.

26
27 Member Miller commented, you are telling businesses they can do something
28 now they couldn't do before. So, you are deregulating more than you are
29 regulating. Today they cannot do that. You are not regulating. You are
30 deregulating with a regulation.

31
32 Member Cartmill commented, if they can do it now without an inspection -- or
33 pass this and now they have to do it with an inspection.

34
35 **MOTION:**

36
37 **Member Cartmill moved to recommend approval to the City Commission**
38 **the request by City of Lake Mary/Community Development Department**
39 **regarding proposed revisions to Section 154.21 related to mobile food**
40 **vendors, consistent with staff's Findings of Fact listed in the Staff Report and**
41 **subject to the following two conditions. Member Schofield seconded the**
42 **motion.**
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A roll-call vote was made on the motion, which was taken as follows:

- Member Schofield - Yes**
- Member Miller- No**
- Member Cartmill - Yes**
- Acting Chairman Taylor - Yes**

Alternate Fitzgerald abstained from voting on the motion (see Form 8B attached.)

The motion carried 3-1.

CONDITIONS:

- 1. Planning and Zoning Board recommends that under (C) Mobile Food Vendors., page 2 of 4 of the Staff Report, add words to the effect that any food truck and/or trailer shall not park overnight.**
- 2. Planning and Zoning Board recommends “under DEFINITIONS, page 2 of 4 of the Staff Report, remove the words, located on private property.**

It is noted this item will move forward to the City Commission meeting of April 18, 2013.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Fitzgerald, Sean M.</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Planning & Zoning</i>
MAILING ADDRESS <i>901 Currency Circle</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>Lake Mary Seminole</i>	NAME OF POLITICAL SUBDIVISION: <i>City of Lake Mary</i>
DATE ON WHICH VOTE OCCURRED <i>3/12/13</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Sean Fitzbrun, hereby disclose that on March 12, 2013:

(a) A measure came or will come before my agency which (check one)

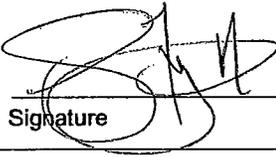
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

2012-270-05 Recommendation to the City Commission regarding revisions to Section 154.21 related to Mobile food vendors

my conflict is that I operate a restaurant within the City of Lake Mary

Date Filed _____

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

LEGISLATIVE SIGN-IN SHEET
3/12, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

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

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

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Item of Interest _____

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Name _____ **Phone No.** _____

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Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1486 - Revision to Section 154.67 (G)(2) of the Code of Ordinances, parking standards for the West Village of the DC (Downtown Centre) Zoning District - First Reading (Public Hearing) ()

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST/DISCUSSION: Within the Downtown Centre zoning district there are businesses that are dependent upon automobile access for their customers. As such, these businesses are required to provide parking spaces, as specified by the City Code of Ordinances. The parking spaces for an individual business may be located on-site (in traditional parking lots), on-street (within the right-of-way) and/or off-site-off-street (in public parking lots). Off-site-off-street parking spaces are applicable only if the parking lot is located within 300' of the subject property. The properties along Lakeview Avenue and 4th Street are examples of this type of land uses.

There are, however, other land uses that are not as dependent upon automobile access. The City has identified these land uses as Transit Oriented Development (TOD). In the case of Lake Mary's Downtown, the TOD area is in conjunction with the SunRail station. The SunRail Station will provide over 300 parking spaces. Additionally, the City plans to construct on-street parking spaces on both sides of East Crystal Lake Avenue and along one side of Old Lake Mary Road. As proposed, the TOD area shall have a significant number of parking spaces available both on-street and within the SunRail parking lot; therefore, requiring all land uses within the TOD to provide on-site parking may be redundant.

It is anticipated that a number of the people who would be using the mass transit station would also be SunRail users; therefore, it is likely that they would either park in the SunRail parking lot or utilize one of the on-street parking spaces in the vicinity of the mass transit station. In light of the supply of parking spaces available in the vicinity of the SunRail Station, it would be redundant to require the mass transit station to provide on-site parking. In light of this, staff proposes to revise the existing parking regulations for the West Village area of Downtown to exempt the proposed mass transit station from having on-site parking. This approach has been used by the City of Charlotte, NC in their TOD areas around their transit stations.

CODE REVISIONS:

Currently, Section 154.67 (G) (2) reads as follows:

(2) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) and/or on-street.

The proposed revisions are as follows:

(G) West Village Development Standards

~~(2) Parking. Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots and/or on-street.~~

(a) Properties directly abutting the commuter rail platform are exempt from the requirements of Section 154.67 (F)(5)(c)2.

(b) With the exception of properties that comply with (a) above, all other properties must comply with the requirements of Section 154.67 (F)(5)(c)2.

(c) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) or on-street.

Deleted text is shown in ~~strike through~~, proposed additions are shown in underline, and asterisks (***) indicate text to remain unchanged.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 154.67 (G)(2), Downtown Centre zoning district to be consistent with the Comprehensive Plan and the City Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular March 12, 2013 meeting, the P&Z voted unanimously to recommend the proposed revision to Section 154.67 (G)(2).

ATTACHMENT:

- Ordinance No. 1486
- March 12, 2013 Planning & Zoning Board Minutes

Z: Staff Reports/Rezoning/2013ZTA01 SunRail Parking CC

ORDINANCE NO. 1486

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.67(G)(2), EXEMPTING PROPERTIES IN THE DOWNTOWN WEST VAILLAGE THAT ABOUT THE COMMUTER RAIL PLATFORM FROM HAVING TO PROVIDE ON-SITE PARKING SPACES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to amend the Code of Ordinances by revising Section 154.67(G)(2) of the City's Code of Ordinances to exempt those properties located within the West Village of the Downtown Centre zoning district from having to comply with off-street requirements; and

WHEREAS, the proposed revisions to the above referenced Section has been reviewed by the Planning and Zoning Board, who recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, words with underlined type shall constitute additions to the original text, ~~strikethrough~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Section 154.67(G)(2) is revised as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

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

Section 4. Severability: 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 take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2013.

FIRST READING: April 18, 2013

SECOND READING: May 2, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
SECTION 154.67, DC, DOWNTOWN CENTRE, ZONING DISTRICT

(G) West Village Development Standards

~~(2) Parking. Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots and/or on-street.~~

~~_____ (a) Properties directly abutting the commuter rail platform are exempt from the requirements of Section 154.67 (F)(5)(c)2.~~

~~_____ (b) With the exception of properties that comply with (a) above, all other properties must comply with the requirements of Section 154.67 (F)(5)(c)2.~~

~~_____ (c) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) or on-street.~~

...

DRAFT

1 B. 2013-ZTA-01: Recommendation to the City Commission regarding a proposed
2 revision to Section 154.67 (G)(2), parking standards for the West Village of the
3 DC (Downtown Centre) Zoning District; Applicant: City of Lake
4 Mary/Community Development Department
5

6 Gary Schindler, City Planner, presented Item B. and the related Staff Report. He
7 said, this is a proposed revision to Chapter 154.67 (G) (2) and has to do with the
8 parking standards in the West Village of the DC Zoning District. And what we
9 have found is that where there is Transit Oriented Development (TOD), we are
10 wanting to encourage intense development. These are in areas in the vicinity of
11 light rail or commuter rail. Well, if you stop and look at our rail station, we have
12 300 plus parking spaces. Now, that is not all going to be utilized quickly. We
13 don't know when or if we are ever going to fill that parking lot. What will help is to
14 have development around it. The more development we have around it, whether
15 it be residential or nonresidential, the greater the use of SunRail.
16

17 Mr. Schindler stated, what is being proposed at this point is that any business
18 that is adjacent to the platform would not have a requirement for onsite parking
19 spaces. Now, that doesn't mean that there won't be parking for the business.
20 One, you have the SunRail lot. There are going to be people who will park at
21 SunRail and utilize the services there, as well as utilize SunRail. We have 67
22 public parking spaces in the garage for The Station House. These parking
23 spaces can be utilized by anyone, plus there will be on-street parking both on the
24 north and south side of Crystal Lake Avenue and one side of Old Lake Mary
25 Road. So, there is going to be a lot of parking in the vicinity. It's just that we
26 don't see the need for it being onsite.
27

28 Mr. Schindler concluded his presentation by saying, that is the intent of the
29 proposed code revision. I'll be happy to address any questions.
30

31 Member Miller questioned, what drove the 300 spaces for the SunRail Station?
32 How did they come up with that number?
33

34 Mr. Schindler responded, that was their decision.
35

36 Juan (John) A. Omana, Jr., Community Development Director, added, that was a
37 federal decision.
38

39 Mr. Schindler added, in fact, it started off as many more spaces and they revised
40 it down.
41

42 Member Schofield asked, is that based on the ridership that they expect?
43

1 Mr. Schindler replied, we have no idea what it is based on. Some planner
2 somewhere said, hum, let's put 300 spaces over there.

3
4 Member Miller said, I think we're premature in saying that those spaces aren't
5 going to be used. I would wait and do this in September of 2014 when you see
6 what is happening to the parking lot.

7
8 Mr. Schindler stated, but that's not the only spaces available. We have 67 public
9 spaces in The Station House parking lot. We have numerous spaces...

10
11 Member Miler interposed saying, I was here when EPOCH Properties was
12 approved. I am fully aware of where those 67 spaces are.

13
14 Mr. Schindler stated, and we have on-street spaces both the north and south
15 side of Crystal Lake Avenue and spaces along Old Lake Mary Road. So, we just
16 do not see the need for onsite spaces for the property adjacent to the platform.

17
18 Member Miller said, I would postpone any decision on this until something
19 happened in that parking lot. You are saying you want to promote businesses
20 around the train station. I think that people – you don't know what's going to
21 happen until May of 2014. With I-4 being ripped up at the same time they do
22 that, you may fill up that parking lot in May.

23
24 Mr. Schindler stated, it is possible, but.....

25
26 Mr. Omana added, as Mr. Schindler pointed out in the Staff Report, Charlotte,
27 North Carolina, has already adopted criteria such as what we are proposing
28 around their stations, and they are much larger than we are obviously. We also
29 believe that -- in pursuing this angle, we believe that it will help act as a catalyst
30 for the potential development of that site that happens to abut the transit station.
31 Also, we are partnering with FDOT to utilize enhancement funds to install that
32 parking and the associated infrastructure. So, there are a number of elements
33 that we believe will equal success in terms of that particular parcel's
34 development, and this is just part of that equation for success we believe.

35
36 Mr. Noto added, the hypothetical development scenario...

37
38 **TAPE 1, SIDE B**

39
40 ...because of what Mr. Omana outlined, being able to use funding to develop
41 spaces that aren't tied to The Station House, they are just there, those will suffice
42 for the development adjacent to the station. So, we are not completely waiving

1 parking requirements. We are getting creative with the Code through Mr.
2 Schindler's revision to have him find his parking needs somewhere else.

3
4 Mr. Omana further added, also, in our discussions with FDOT – I mean, they are
5 not going to have an FDOT police out there. Yes, there are going to be 300
6 parking spaces out there. There will be nothing there prohibiting me from parking
7 my car there and walking across the street to visit a friend at the apartments, or
8 parking my car there and walking across and doing my business at the police
9 station, or parking my car there and just hanging out at the cemetery should I
10 wish. The bottom line is that the parking lot is not going to be policed, so that will
11 be open parking.

12
13 Acting Chairman Taylor questioned, doesn't Lake Mary have concurrent
14 jurisdiction over the parking lot?

15
16 Mr. Omana answered, we do not. That is FDOT.

17
18 Acting Chairman Taylor asked, so, what about crime in the parking lot? A purse
19 snatching in the parking lot?

20
21 Mr. Schindler responded, crime is a different issue, but we are not going to police
22 who uses the parking lot.

23
24 Acting Chairman Taylor questioned, but you are saying Lake Mary will have no
25 jurisdiction to regulate parking infractions?

26
27 Mr. Schindler answered negatively.

28
29 Member Miller asked, so, if an 18-wheeler pulls in there and parks overnight, who
30 polices that?

31
32 Mr. Omana replied, FDOT/County matter. The County will get the property after
33 seven years. So, for the first seven years it is basically an FDOT matter.

34
35 Acting Chairman Taylor questioned, based on the potential area for development
36 abutting the property, the potential square footage and all that, how many parking
37 spaces do you think they would be required to have that you would be allowing
38 them to use?

39
40 Mr. Omana answered, just generally looking at some of the plans and information
41 that they have relayed to us, we are looking anywhere from maybe 50 to 60
42 spaces. And, obviously, that will be a function of the final square footage figure.
43 But, again, we're looking at maybe somewhere from 50 to 60 spaces.

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Acting Chairman Taylor asked, in this other development that you are talking about with grants, how many spaces would be available for the City to develop in a secondary – if I understood, you were saying you might use some grant money...

Mr. Schindler interposed responding, well, there are 67 public spaces in the garage.

Mr. Noto added, I think she is referencing the spaces on the south side of Crystal Lake Avenue.

Mr. Omana replied, on the south side of Crystal Lake I recall counting – maybe there were about 24, 25.

Acting Chairman Taylor questioned, and those are spaces you are looking to develop as part of.....

Mr. Omana answered, yes, as part of the enhancement fund monies from the Feds. And that would be open parking.

Acting Chairman Taylor said, I think I would be more comfortable once we knew if that was coming. I agree with Sid. I'm just not sure why we're doing this – the urgency of doing it now.

Member Miller stated, to encourage development is not urgent.

Mr. Omana said, I can tell you now is not the time to wait because we have an opportunity to set that regulatory table, as you have heard me say before. Knowing what we know, knowing the potential of this particular development piece – although this is not specifically site related, now is the time to act.

Acting Chairman Taylor questioned, but what if, say, in five years gas prices climb to \$5 to \$6 a gallon, I-4 is all tore up, and then they're looking at toll lanes, the economy is bad, and you have 350 cars who want to come in and park? We just don't know what could happen in five years just for use of SunRail. I know that's nobody's projection. I know absolutely no basis for that, but also nobody knows that there couldn't be another war, a severe crisis, oil prices -- we do know that I-4 is going to get torn up and that is going to be a problem.

Member Miller said that 73 bridges will be replaced.

Acting Chairman Taylor stated, every bridge, every off ramp. I just don't know.

1 Mr. Omana said, all I can offer now is that based on what we know now, this is
2 what we believe needs to be done.

3
4 Member Miller stated, the 67 spaces you are talking about, that is only based on
5 the behavior of the people who live at the apartments. If I live in those
6 apartments and I decide to park in one of those 67 spaces, instead of driving
7 through the turnstile and going up to park where my private parking is, then I'll
8 eat up those 67 spaces because I'm going to park there and walk down to the
9 bar instead of going up and parking there. So, those 67 spaces are at risk all the
10 time by apartment dwellers.

11
12 Mr. Noto said, The Station House project, aside from the two and-a-half levels in
13 the garage that are for residents only, will have 157 spaces – no, I'm sorry. The
14 Station House project and the projected spaces on the south side of Crystal Lake
15 Avenue will have 162 parking spaces available for the public.

16
17 Member Miller asked, City public spaces?

18
19 Mr. Noto responded, yes, sir. Correct.

20
21 Member Miller questioned, so, we own that land already and we have plans to
22 develop it for parking places?

23
24 Mr. Noto replied, it includes the 67 in the first floor of the garage, and then there's
25 the 70 on-street parallel to The Station House project. So, that is the north side
26 of Crystal Lake Avenue parallel on Old Lake Mary Road, and then angled on
27 Wilbur. And then the 25 that would go in the City right of way in front of the
28 police department that are a part of the grant program Mr. Omana mentioned.
29 So, we have 162 spaces that could be used in different areas.

30
31 Member Miller stated, I don't think you can count the 67. That is just too
32 vulnerable. If the apartments – there are a whole lot of ifs in what we are talking
33 about. They have to fill those apartments up and then it depends on what the
34 distribution is; is it singles all in there or is it couples? Are there two cars for
35 every apartment? Lots of strange things could happen with those apartments.

36
37 Mr. Noto said, sure. And if all 67 are used by the residents, we would have 95
38 left, for whatever it's worth.

39
40 Acting Chairman Taylor asked, with all those spaces, why do you need to
41 encroach on those knowing that you can't technically enforce it? She said that
42 people get nervous if there is parking for SunRail only.

1 Acting Chairman Taylor opened the hearing to public comment. Hearing none,
2 she closed that portion and entertained board discussion and/or a motion.
3

4 **MOTION:**

5
6 **Member Miller moved to postpone this item until after May of 2014.**
7

8 Mr. Omana respectfully requested this item be decided upon this evening as far
9 as a recommendation, either approval or denial, in light of the fact that this matter
10 was discussed at the City Commission's Strategic Planning Session recently;
11 that staff was directed to move forward and act on this matter.
12

13 Acting Chairman Taylor concurred with Mr. Omana. She said that she thought
14 the City Commission wants to hear what the Board has to say and I think they
15 are entitled to our full and honest opinion, whether we agree or disagree.
16

17 Member Miller stated, well, my point is four or five years from now, when we all
18 realize we made a terrible mistake right now, we could have avoided it by waiting
19 12 months to decide, and I see no eminent reason to do it.
20

21 Acting Chairman Taylor concurred with Member Miller.
22

23 Mr. Omana said, Madam Chair, again, not to sound like a scratched record, but,
24 again, we see the potential for a catalyst situation here, in light of the challenges
25 that parcel adjacent to the platform has encountered. So, we are being
26 proactive. We are not sitting back as Government and being reactive. If we
27 were to sit here and act reactive, then we would be in a losing position. By being
28 proactive, it presents possibilities for both sides of the development equation and
29 we believe that this would be the best route to go.
30

31 Member Miller stated, I understand what you are saying, but I disagree. That
32 when you are proactive before you have enough data, you are subject to making
33 mistakes that you pay for downstream. I understand what you are saying, but I
34 think you are premature in this, is all I am trying to say.
35

36 Mr. Omana said, I respect your opinion, but I disagree.
37

38 Acting Chairman Taylor, said, if I knew what kind of business – like, if you are
39 saying that you think this would be an enticement for businesses to come and
40 develop, I think that is something that could be brought to the table, even in a
41 preliminary sense. If we had an idea for what type of business, the travel
42 intensity of the business, I would be more comfortable.
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Mr. Omana stated, again, I think you would need to look at this as you are setting that regulatory table. If this doesn't happen, I can tell you the developer will walk away.

Mr. Noto said, in a way, this item came in front of you in the past in the form of the conditional use for the development of a mass transit station on the parcel adjacent to the SunRail stop. So, this is the parcel right next to the police department just to the east. So, we have already looked at the development potential for that piece of property. It is a very teeny-tiny piece of land that has a lot of challenges. So, I think that while this code amendment is not site specific, it certainly would make it much more developable than it is today in the form of the City getting a very unique mass transit station that will likely not exist anywhere else along the SunRail line because of its adjacency to the SunRail stop.

Acting Chairman Taylor stated, I feel like there is something you-all know that we don't and it is making you more confident in this decision than I feel.

Member Miller said, I think if there were a developer sitting in front of us saying what he wanted to do and we can take care of the parking requirement a different way...

Mr. Omana interjected stating, I will be very honest with you, this will help the Mahnken property. If this doesn't go through, Mahnken will not happen. Plain and simple. They have a parking problem. They have not been able to address the issue. We, as a team, have had to sit down and think outside the box; how do we address this issue. Mr. Schindler did considerable research with the folks in North Carolina, the Charlotte folks, on their TOD and in other cities. Locally, in the Central Florida area, more near the coast, I believe it's Cocoa Beach, they wiped out their complete parking code in their downtown area to address a parking issue. So, it has happened.

Member Miller said, lots of places have done that and I don't like going there.

Mr. Omana stated, so, really, what I am telling you here is this – we are being proactive here to try to make something happen on that particular property.

Member Miller said, if this was part of a Mahnken proposal, we would be behaving differently I think. But, you are sitting here saying, generically, we want to give up on requiring developers to put

Mr. Noto said that it's just one parcel.

DRAFT

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Mr. Omana stated, this isn't for everybody's parcels downtown.

Mr. Schindler said, it says, adjacent to the platform.

Mr. Omana asked, how many properties are adjacent to the platform? One.

Mr. Schindler answered, one and only one.

Mr. Omana questioned, and whose property is that? The Mahnken property.

Member Schofield asked, does the City have any contingency plans should this become an issue later on?

Mr. Omana questioned, specifically what?

Member Miller replied, well, it is only him.

Mr. Noto added, the County will have ownership of the SunRail lot in seven years. We can definitely not speak for the County, but there is enough land there that if a parking garage is needed, there is space. The County is already looking at many, many different scenarios for all – because they are going to own all of the different parking lots along the line inside Seminole County. So, they have to look at each and every one depending upon the impacts and traffic and how well – you know, they may have to build a parking garage in the future. We don't know, but that would be their call, not the City's call.

Member Schofield questioned, so, this revision is going to wipe out 67 spaces; is that my understanding? I guess I am getting my numbers confused here.

Mr. Noto answered, no. That was just a reference to let you know...

Mr. Schindler responded, not at all.

Member Miller asked, he is going to build a 30,000 square-foot building; right?

Mr. Schindler replied, roughly 24,000 square feet.

Member Miller questioned, and he's got a parking requirement for that 24,000 square-foot building?

Mr. Noto answered, that's correct.

Member Miller asked, so he has to have 96 parking spaces?

DRAFT

1 Mr. Schindler responded, no. It's three per thousand, which would be less than
2 75, and then you take 75 percent of that. That is where we get between 50 and
3 60 spaces.

4
5 Member Miller questioned, so, what we are doing is waiving that as part of a
6 development. Now, it makes a little bit of sense.

7
8 Member Schofield asked, so, there are 50 to 60 parking spaces in play here?
9

10 Mr. Noto replied, the 162 spaces I referenced earlier, he could hypothetically use
11 those to – while we can't sign them "Mahnken Only", he would be able to use
12 those for his development. So, it is not like we are saying you don't need
13 parking. We are saying there are 162 spaces right around your – not including
14 SunRail -- there are public spaces available for you to use.

15
16 Member Schofield questioned, there are public spaces, but not a specific parking
17 lot for him?

18
19 Mr. Noto answered, yes.

20
21 Member Schofield asked, so, what the City is saying is, hey, this one property
22 adjacent to – we would normally require 50-60 spots, but given the size of it and
23 everything and the parking that is available around it including the SunRail
24 Station parking lot, we revamped this to where we wouldn't require them the 50
25 or 60 spots that we would require any other business?

26
27 Mr. Noto responded, and not all of those 50 to 60 would even be onsite either.
28 Since he is in the Downtown, he would have to put some in the front of his
29 property, and part of that is being handled by the grant with FDOT.

30
31 Member Schofield questioned, so, it goes back to my original question then.
32 Does the City have a contingency plan if all of the sudden parking becomes an
33 issue because of this?
34

35 Mr. Noto replied, I think we are pretty confident in saying that this will not cause a
36 parking issue because spaces are still going to be in the area, not even counting
37 the SunRail lot. We have 162 other public parking spaces that are available for
38 use.
39

40 Member Schofield stated, okay. This is where Sid's question ties in. We don't
41 know what SunRail demand is going to be, and all of the sudden, they could be
42 filling in that lot two, three times over a day if SunRail all of the sudden becomes
43 wildly popular beyond anybody's belief.

1 Member Miller said, they satisfied my -- that still may happen, but I think Stephen
2 and John have satisfied what I was worried about. I'm now more relaxed about
3 all this.

4
5 Member Schofield stated, I'm just trying to put it all together so I can understand
6 it here.

7
8 Mr. Noto said, I think the scenario you are outlining, if we go that direction, is The
9 Station House is the catalyst setter for that area of downtown. When that is built
10 and if SunRail is going crazy like that, we will see further development down
11 Crystal Lake Avenue and Wilbur, which would mean more parking spaces in the
12 public right of way. So, the market will then take care of that for us.

13
14 Acting Chairman Taylor asked, is there any other property that abuts the
15 commuter rail platform?

16
17 Mr. Schindler answered, no. There is not.

18
19 Acting Chairman Taylor questioned, not legally? Not in any way, shape, or form?
20 There is only one property?

21
22 Mr. Schindler responded, no. The City owns the property to the east with the
23 cemetery and the proposed park. To the west is the police station. To the south
24 is the parking for the station.

25
26 Acting Chairman Taylor stated, I don't have a problem with it now. It is a lot more
27 clear.

28
29 Alternate Fitzgerald asked Mr. Omana if there was something more specific he
30 could let the Board know that if SunRail is wildly popular and all these things fall
31 into line and we are using two and three times the amount of cars that the space
32 can hold, what are we doing?

33
34 Mr. Omana replied, we are continuously looking for additional areas to find
35 parking. I mean, we hear it from the City Commission at these Wednesday art
36 events that the place is filling up and we get comments from not only the
37 Commission but from other people, where are you going to put all these other
38 cars when people develop? So, the City Manager and staff are tasked with
39 finding additional properties/more opportunities to park. So, to answer your
40 question, it is going to be an ongoing thing.

41
42 Acting Chairman Taylor questioned, is there a reason this is being done through
43 ordinance change and not a variance to a specific property?

1 Mr. Omana answered, because, technically right now, there is no site specific
2 hardship. Actually, there is no plan on file. This is based on discussions that we
3 have had.

4
5 Mr. Schindler added, and it does not qualify for a PUD.

6
7 Mr. Omana added, because it's too small.

8
9 Member Schofield asked, would there be any other backlash from other property
10 owners in the sense of, hey, why are you guys giving them this special
11 consideration and why can't I get some sort of special consideration as well?

12
13 Mr. Schindler responded, there could be, but that is why we have the City
14 Commission.

15
16 Mr. Noto added, this is unique because it is Transit Oriented Development.

17
18 Mr. Schindler concurred.

19
20 Acting Chairman Taylor added, basically, we get one shot to develop what is
21 right next to the rail station (platform).

22
23 **Member Miller withdrew his motion to postpone.**

24
25 **MOTION:**

26
27 **Member Cartmill moved to recommend approval to the City Commission**
28 **the request by City of Lake Mary/Community Development Department**
29 **regarding a proposed revision to Section 154.67 (G)(2), parking standards for**
30 **the West Village of the DC (Downtown Centre) Zoning District, consistent**
31 **with staff's Findings of Fact listed in the Staff Report. Member Miller**
32 **seconded the motion, which carried unanimously 5-0.**

33
34 It is noted that this item will move forward to the City Commission meeting of April
35 18, 2013.

LEGISLATIVE SIGN-IN SHEET
3/12, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

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

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

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Name _____ **Phone No.** _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1487 - Revision to Section 154.67 (F) (5) of the Code of Ordinances, City constructed parking spaces in the DC (Downtown Centre) Zoning District - First Reading (Public Hearing) ()

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST/DISCUSSION: Section 154.67 (F) (5) addresses parking within the Downtown Centre zoning district. The section requires that development construct a minimum number of parking spaces as part of the site development. These parking spaces may be located either on-site, on-street and/or off-street-off-site. Off-street-off-site parking spaces shall be located within 300' of the subject property.

At the February 7, 2013 City Commission workshop, staff presented several proposed revisions to the parking standards within the DC zoning district. Based upon the City Commission's direction, staff has prepared the following proposed revisions to Section 154.67 (F)(5), Parking Design Standards. The proposed revisions are as follows:

- (i) On-street parking ~~along the corresponding frontage, which can~~ may be counted towards the minimum number of required parking spaces requirement; however, such parking spaces shall not extend beyond the frontage(s) of the subject property, unless a waiver is granted by the City Commission, due to special circumstances peculiar to the property in question. On-street parking spaces shall be constructed by the developer and, if applicable, will require stormwater retention and treatment.

(n) Parking spaces constructed by the City in the Downtown. Parking spaces constructed by the City, either within the right-of-way (on-street) or within public parking lots (off-street-off-site), may be utilized to support development within the Downtown with the written approval of the City Commission in a Right-of-Way Use Agreement acceptable to the City Commission, and subject to the following conditions:

1. An owner must pay the City for the use of the on-street or public off-street-off-site parking spaces at a cost of \$5,000 per space, or an alternate price deemed appropriate by the City Commission based on a consideration of the value of the parking spaces. The City will use the monies collected to provide parking for the Downtown.

2. The same parking space may not be utilized for development of more than one business/use.

(o) Except as specifically authorized by the City Commission, public parking spaces are for the use of the public, and cannot be considered reserved by any specific business/use.

Deleted text is shown in ~~striketrough~~, proposed additions are shown in underline, and asterisks (***) indicate text to remain unchanged.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 154.67 (F)(5) of the Downtown Centre zoning district to be consistent with the Comprehensive Plan and the City Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular March 12, 2013 meeting, the P&Z voted unanimously to recommend the proposed revisions to Section 154.67 (F)(5) of the City's Code of Ordinances.

ATTACHMENT:

- Ordinance No. 1487
- March 12, 2013 Planning & Zoning Board Minutes

ORDINANCE NO. 1487

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.67(F)(5)(i), CONSTRUCTION OF ON-STREET PARKING SPACES, AND ADDING SECTION 154.67(F)(5)(n) and (o), CITY CONSTRUCTED PARKING SPACES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to revise Section 154.67(F)(5)(i) of the City's Code of Ordinances to establish regulations related the construction of on-street parking spaces along the frontage(s) of properties in the Downtown proposed for development and/or redevelopment; and

WHEREAS, the City Commission directed staff to add Section 154.67(F)(5)(n), establishing regulations related to use of City constructed parking spaces within the Downtown to support development and/or redevelopment; and

WHEREAS, the proposed revisions to the above referenced Sections have been reviewed by the Planning and Zoning Board, which recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, words with underlined type shall constitute additions to the original text, ~~strikethrough~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Section 154.67(F)(5)(i) is revised as shown in Exhibit "A" and Sections 154.67(F)(5)(n) & (o) are added as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances

of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

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

Section 4. Severability: 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 take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2013.

FIRST READING: April 18, 2013

SECOND READING: May 2, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
SECTION 154.67, DC, DOWNTOWN CENTRE, ZONING DISTRICT

Section 154.67 (F)(5)

- (i) ~~On-street parking along the corresponding frontage, which can~~ may be counted towards the minimum number of required parking spaces requirement; however, such parking spaces shall not extend beyond the frontage(s) of the subject property, unless a waiver is granted by the City Commission, due to special circumstances peculiar to the property in question. On-street parking spaces shall be constructed by the developer and, if applicable, will require stormwater retention and treatment.

- (n) Parking spaces constructed by the City in the Downtown. Parking spaces constructed by the City, either within the ROW (on-street) or within public parking lots (off-street-off-site), may be utilized to support development within the Downtown with the written approval of the City Commission in a Right-of-Way Use Agreement acceptable to the City Commission, and subject to the following conditions:

1. An owner must pay the City for the use of the on-street or public off-street-off-site parking spaces at a cost of \$5,000 per space, or an alternate price deemed appropriate by the City Commission based on a consideration of the value of the parking spaces. The City will use the monies collected to provide parking for the Downtown.

2. The same parking space may not be utilized for development of more than one business/use.

- (o) Except as specifically authorized by the City Commission, public parking spaces are for the use of the public, and cannot be considered reserved by any specific business/use.

DRAFT

1 C. 2013-ZTA-02: Recommendation to the City Commission regarding a proposed
2 revision to Section 154.67 (F) (5), City constructed parking spaces in the DC
3 (Downtown Centre) Zoning District; Applicant: City of Lake Mary/Community
4 Development Department
5

6 Gary Schindler, City Planner, presented Item C. and the related Staff Report. He
7 said, there are two main issues to these proposed revisions. When a person
8 develops, they are required to develop parking in the right of way in front of their
9 property. Pure and simple. Right now you have to do it. We have had some
10 instances in the past where parking – they have chosen to develop parking that
11 extended beyond their property. Now, fortunately, it hasn't been a problem in the
12 past, but we could see that it could be in that when those properties develop or
13 redevelop, then those parking spaces are already being utilized to support
14 another development. And we are saying no more, no more. You can't develop
15 parking spaces in the right of way that extend beyond your property. That's an
16 issue of fairness. Secondly, if the City develops parking spaces either in the right
17 of way or in parking lots and somebody wishes to develop or redevelop, they
18 may enter into an agreement with the City to utilize those parking spaces to
19 support their property or their proposed development, but it is going to cost them.
20 It is going to cost them either \$5,000 or as determined by the City Commission.
21 Now, just because you enter into an agreement with the City to utilize these
22 parking spaces doesn't mean that you get exclusive use of them. You can't go
23 out and put a sign in front of a parking space that says "Sids Hot Dog Stand
24 Only, All others will be towed". You do not have exclusive use of them.
25

26 Mr. Schindler stated, that's it in a nutshell; those two things. One, you can't
27 develop parking spaces within the right of way that extend beyond your frontage
28 or frontages; and two, if the City develops parking spaces and you want to use
29 those parking spaces to support your development, you can, but the City is going
30 to charge you and those monies are going to be put into an enterprise account
31 for the expressed purpose of creating more parking in the Downtown.
32

33 Mr. Schindler concluded his presentation by saying, I will answer any questions
34 you may have.
35

36 Juan (John) A. Omana, Jr., Community Development Director, requested Mr.
37 Schindler to elaborate to the Board what cities he talked to, what examples were
38 utilized, and who does this type of thing.
39

40 Mr. Schindler said, the City of Winter Garden has been doing this for years, and
41 when I spoke with their planning director there, they had nothing but good to say
42 about their process.

DRAFT

1 Acting Chairman Taylor asked, so, the City can only sell each parking space
2 once?

3
4 Mr. Schindler answered, once. It can only be utilized to support one business. It
5 can't be resold. It is not like Florida swampland.

6
7 Member Schofield stated, and it sets a preliminary cost of \$5,000 per space or a
8 price deemed appropriate by the City Commission. He questioned, so, it could
9 fluctuate from 0 to \$5,000?

10
11 Mr. Schindler responded, that's right. This is basically a third of the cost of – we
12 figured based on right-of-way cost and the cost of developing a parking space.
13 And this is a comparable figure used by Winter Garden.

14
15 Member Cartmill questioned, is this just basically codifying what we did on the
16 one property back here that was taken from residential and turned into...

17
18 Mr. Schindler interjected replying, no, that was the Minter property. No, this is
19 different. The Minter property only proposed to develop – well, they got basically
20 a buy on developing the parking spaces on Fourth Street because, in time, we
21 are going to pave Fourth Street farther north and we didn't want to tear up the
22 work that they had done. They got a first-round-buy in the tournament.

23
24 Mr. Omana added, but, there was a contribution made towards the parking
25 program.

26
27 Acting Chairman Taylor opened the hearing to public comment. Hearing none,
28 he closed that portion and entertained board discussion and/or a motion.

29
30 **MOTION:**

31
32 **Member Cartmill moved to recommend approval to the City Commission**
33 **the request by City of Lake Mary/Community Development Department**
34 **regarding a proposed revision to Section 154.67 (F) (5), City constructed**
35 **parking spaces in the DC (Downtown Centre) Zoning District, consistent with**
36 **staff's Findings of Fact listed in the Staff Report. Member Schofield**
37 **seconded the motion, which carried unanimously 5-0.**

38
39 It is noted that this item will move forward to the City Commission meeting of April
40 18, 2013.

LEGISLATIVE SIGN-IN SHEET
3/12, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

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

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

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MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto, Planner

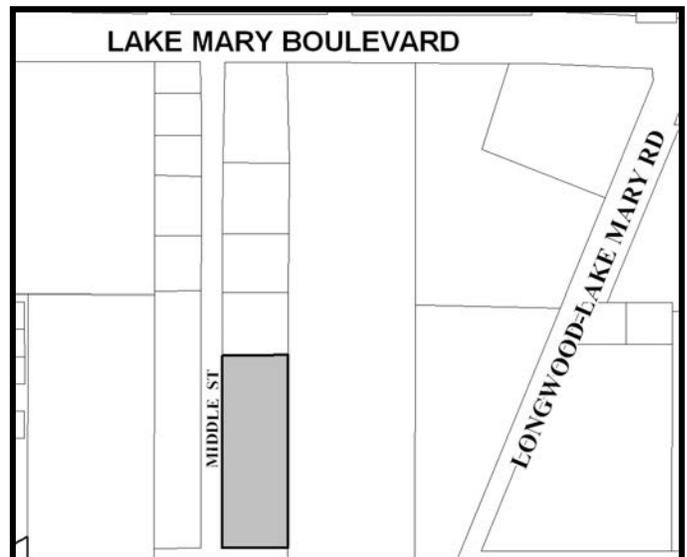
SUBJECT: Request for Final Plat for the Lake Mary Professional Offices Project on Middle Street (Public Hearing) (Steve Noto, Planner)

REFERENCE: City Code of Ordinances, Comprehensive Plan, Florida Statutes Chapter 177, Lake Mary Professional Offices Developer's Agreement

REQUEST: The applicant proposes a Final Plat for the Lake Mary Professional Offices. The parcel would be divided into two lots, each with two buildings.

DISCUSSION:

Location: The subject property is located on the east side of Middle St., south of Lake Mary Blvd.



Description: The subject properties contain a total of +/- 1.92 acres. The parcel ID numbers for the properties to be subdivided are 17-20-30-501-0000-0160, and 17-20-30-501-0000-0200. The Planning and Zoning Board approved the Final Subdivision for the subject property on July 12, 2011.

Staff had been working with the applicant to move the Final Plat through the process after the applicant had applied on May 25, 2012. However, at a point during the process, the applicant illegally subdivided the property while the final two buildings were under construction.

Because of these factors, no Certificates of Occupancy have been issued for the last two buildings and the applicant was required to continue the Final Plat process. Staff has been working with the applicant to complete the Final Plat process as quickly as possible so the project may be finalized.

Zoning:

NW C-1	N C-1	NE A-1
W C-1	SITE C-1	E A-1
SW A-1	S A-1	SE A-1

Future Land Use:

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

ANALYSIS: The final plat has been reviewed by the City’s Surveyor Consultant and they have indicated that the plat has been revised to address all of their concerns.

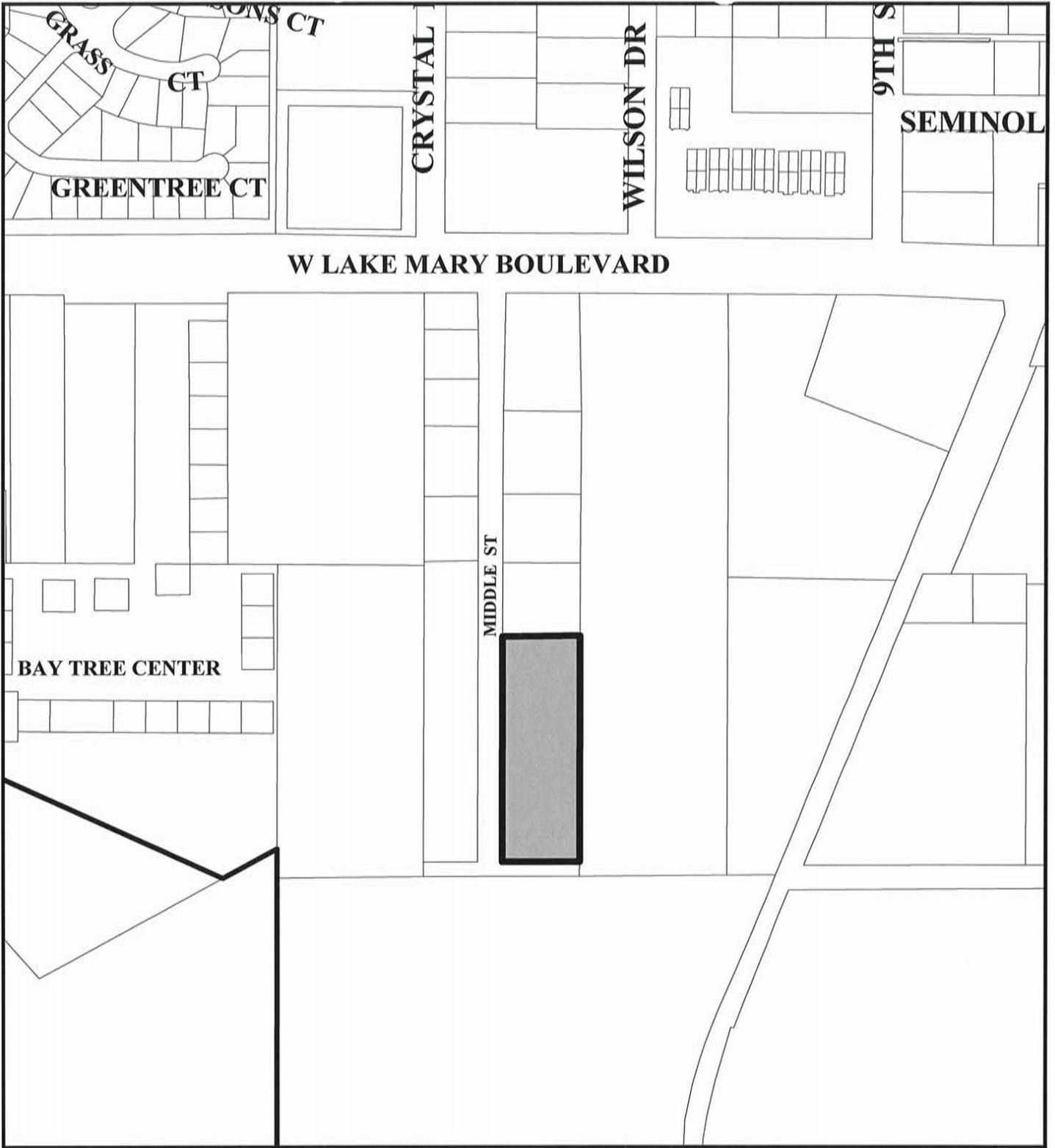
PLANNING AND ZONING BOARD: At their regular April 9, 2013 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the proposed final plat for the Lake Mary Professional Offices, with staff’s 2 conditions.

FINDINGS OF FACT: Staff finds that the final plat complies with the Code of Ordinances, Comprehensive Plan and Chapter 177, Florida Statutes, with the following conditions:

1. The applicant reimburses the City for the costs of the legal review and the costs of recording.
2. Prior to the recording of the plat, the parties signing the plat for the ownership interests shall document that they are authorized to act on behalf of their companies.

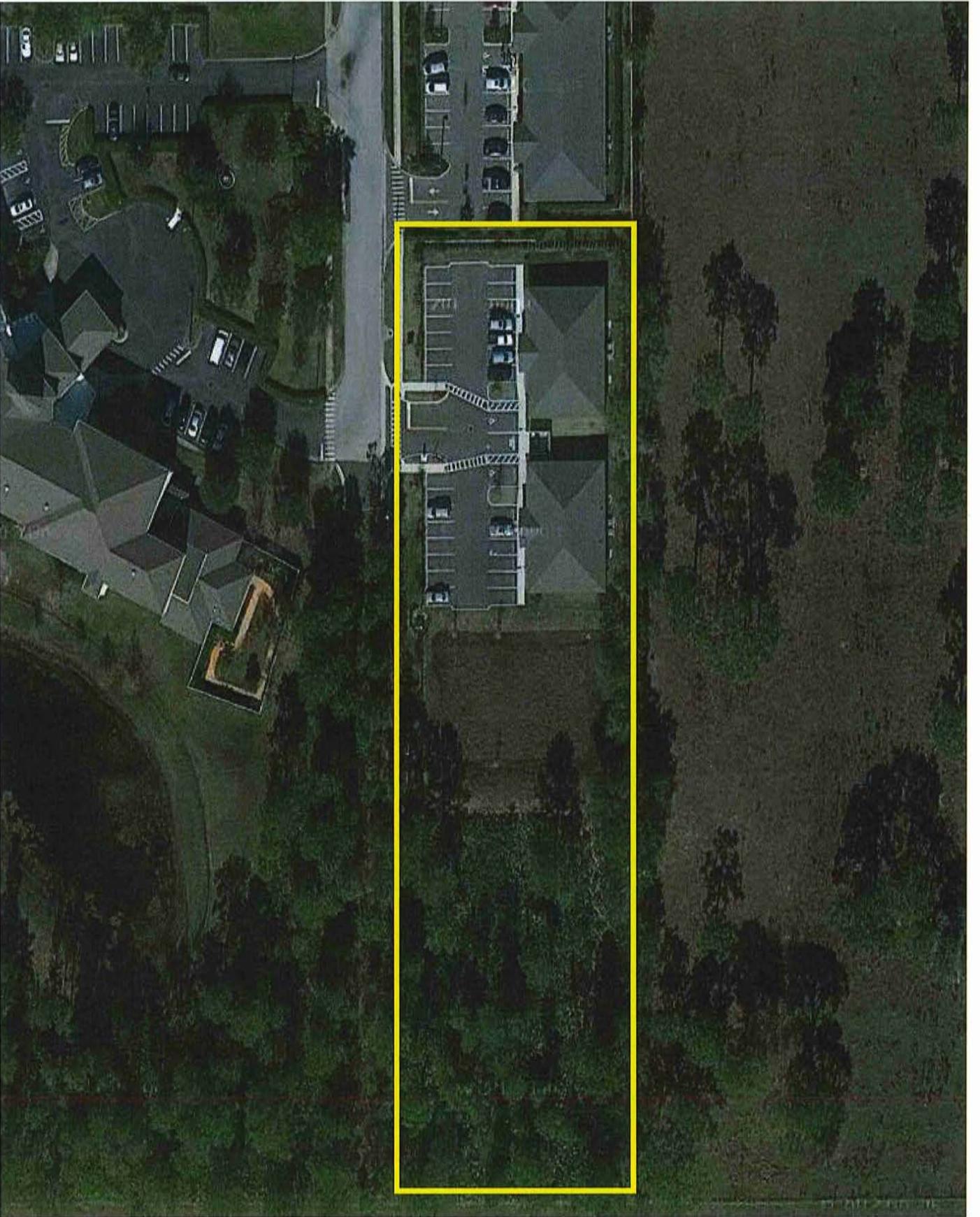
ATTACHMENTS:

- Location Map
- Aerial
- 8.5” x 11” Boundary and Topographic Survey
- Plat
- April 9, 2013 Planning & Zoning Board minutes



Location Map Lake Mary Prof. Offices





DRAFT

VIII. New Business

- A. 2012-FP-03: Recommendation to the City Commission regarding a Final Plat for Lake Mary Professional Offices located on the east side of Middle Street at 155-185 Middle Street, Lake Mary, Florida; Applicant: Lake Mary Professional Offices, LLC

MOTION:

Member Cartmill moved to recommend approval to the City Commission of the request by Lake Mary Professional Offices, LLC, regarding a Final Plat for Lake Mary Professional Offices located on the east side of Middle Street at 155-185 Middle Street, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following two conditions. Member Schofield seconded the motion, which carried unanimously 5-0.

CONDITIONS:

- 1. The Applicant is to reimburse the City for the costs of the legal review and the costs of recording.**
- 2. Prior to the recording of the plat, the parties signing the plat for the ownership interests shall document that they are authorized to act on behalf of their companies.**

QUASI-JUDICIAL SIGN-IN SHEET

419, 2013
P+2 MEETING

(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

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Address _____

Item of Interest _____



MEMORANDUM

DATE: April 18, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Bracknell, Chief of Police

SUBJECT: Resolution No. 921- Amending FY 2013 Budget to provide for annual Law Enforcement Trust Fund Donations (Steve Bracknell, Police Chief)

As in the past few years the City, via the Law Enforcement Trust Fund, would like to donate monies to some of our local deserving organizations.

We request the following donations of \$1,000 each:

- **Seminole High School** - to assist with their drug and alcohol free Project Graduation.
- **Florida Chapter of the Federal Bureau of Investigation National Academy Associates, Inc. (FBINAA, Inc.)** - to assist in hosting their 2013 National Retraining Conference in Orlando.
- **Seniors Intervention Group**
- **The Grove Counseling Center, Inc.**
- **Kids House of Seminole**
- **J. Douglas Williams YMCA Family Center**
- **MADD - Central Florida Affiliate**
- **SafeHouse of Seminole**
- **Central Florida CRIMELINE Program, Inc.**

The latter organizations sponsor programs that aid law enforcement agencies in Seminole County by reaching out to assist the community.

In addition, we would like to request a \$500 donation to the following deserving organizations who are focused on mentoring our youth:

- **Boys Town**
 - **Girl Scouts of Citrus**
 - **Central Florida Council, Boy Scouts of America**
 - **Ali's Hope Foundation via the Christian Sharing Center, Inc.**
 - **Lyman High School ROTC Program**
-
- **The Center for Victim Recovery** - to aid crime victims.

BUDGET IMPACT:

The total expenditure from the Law Enforcement Trust Fund account will not exceed \$12,000 and will be appropriated from fund balance.

RECOMMENDATION:

That the City Commission adopt Resolution No. 921 amending the Fiscal Year 2013 budget and approve the donations as noted above, totaling \$12,000.

RESOLUTION NO. 921

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,
AMENDING THE FISCAL YEAR 2012-2013 BUDGET;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of Lake Mary, Florida, finds it desirable, in order to properly reflect new information and changes made during the year, to amend the Budget for the City of Lake Mary for the Fiscal Year 2013, beginning October 1, 2012 as provided herein; and

WHEREAS, Ordinance No. 1470 adopting the City's budget for Fiscal Year 2013, provides for amendment by Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Lake Mary, Florida:

1. The following funds are revised as specified herein:

Law Enforcement Trust Fund

REVENUES:

102-0000-399-01-00	Cash Balance Forward	\$12,000
--------------------	----------------------	----------

EXPENDITURES:

102-0321-421-82-00	Donations	\$12,000
--------------------	-----------	----------

2. That Ordinance No. 1470 adopting the City's budget for Fiscal Year 2013 is hereby amended as provided above.

3. That all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same are hereby repealed.

4. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 18th day of April, 2013.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

13



Seminole High School

2701 Ridgewood Ave.
Sanford, FL 32773

Principal

Mike Gaudreau
407-320-5100

Assist. Principal

Mary Cragar
(407) 320-5223

Assist. Principal

Angel Turner
(407) 320-5062

Assist. Principal

Dale Phillips
(407) 320-5167

Assist. Principal

Leon McCants
(407) 320-5102

Assist. Principal

Jordan Rodriguez
(407) 320-5242

Assist. Principal

Mike Hennessey
(407) 320-5105

Dean

Mary Beth Dalfraco
(407) 320-5104

Dean

Sylvester Wynn
(407) 320-5106

School Fax

407-320-5025



SEMINOLE COUNTY
PUBLIC SCHOOLS

165 E. Crystal Lake Drive
Lake Mary, FL 32746

March 13, 2013

Lake Mary Police Department
Attention: Chief Steve Bracknell,

Thank you again for the funds you donated to Seminole High School last year for our Project Graduation. We have new ideas this year and are working to make this year's Project Graduation even better.

We are planning to use the downtown civic center and the newly completed outside park on First Street to give all students something they will enjoy. The Civic Center will house blow up rides, DJ for dancing, food and many other things. The newly renovated outside park will offer basketball, covered areas for games, and other activities for the seniors.

We are hoping to have enough choices for the seniors that all will attend and make this one of the fun and safest nights in Seminole High School's history. We are like all in these hard times and money is the one thing that we are short on at this time. Any and all help financially could make this event a night to remember.

We are excited about this night and if you have any questions, please fell free to contact me at any time.

Thank you,

Dale Phillips
Assistant Principal
Project Graduation Coordinator
(407) 320-5167 Office
(321)281-7301 Cell
Dale_Phillips@scps.k12.fl.us



Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE

TELEPHONE: 407.254.7000 ❖ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ❖ WWW.OCSO.COM

January 18, 2013

Chief Steve A. Bracknell
Lake Mary Police Department
165 E. Crystal Lake Avenue
Lake Mary, Florida 32746-3244

Dear Chief Bracknell:

The Florida Chapter of the Federal Bureau of Investigation National Academy Associates, Inc. (FBINAA, Inc.) is hosting the 2013 FBINAA National Retraining Conference July 27-31, 2013, at the Rosen Shingle Creek Resort, 9939 Universal Boulevard, Orlando, FL 32819. The Orange County Sheriff's Office and the Orlando Police Department are assisting in the coordination of this conference.

As you know, there are many costs associated with an event this size, including instructors' fees and their travel expenses. To help with these expenses, the Orange County Sheriff's Office and the Orlando Police Department are each contributing \$15,000. We are asking Florida law enforcement agencies for additional financial support. A suggested donation of \$2,500 from your agency would be of great assistance. Law enforcement trust funds qualify for this purpose. Your agency will be recognized in our conference materials and all your agency personnel are invited to attend the vendor show and most training sessions by registering for a training day pass. The success of this conference will be a direct reflection on the high quality of professional law enforcement leadership we have in our region.

Your check should be made payable to the "Florida Chapter FBINAA 2013 Orlando Conference" and mailed to William C. Hall, Florida Chapter FBINAA, Executive Secretary-Treasurer, P.O. Box 214734, South Daytona, Florida 32121. If at all possible, we would like to receive your donation by April 1, 2013. If you know of a business or individual that would also like to contribute, please let us know and we will see that they also are recognized.

Thank you in advance for your assistance in making this an outstanding conference. If you need further information, please feel free to contact Major Patricia Wells (2013 FBINAA Conference Chairperson) at 407-254-7420.

Sincerely,

Jerry L. Demings
Sheriff
Orange County Sheriff's Office

Paul Rooney
Chief
Orlando Police Department



The First Law Enforcement Agency
in Orange County to Receive Both
International and State Accreditation





Seniors Intervention Group
1608 Cherrywood Lane
Longwood FL. 32750
407.790.1948
February 1 2013

Chief Bracknell
Lake Mary Police Department
165 E. Crystal Lake Avenue
Lake Mary, Fl. 32746

Dear Chief Bracknell,

It was a pleasure meeting you at the recent community event and learning more about the activities of the Lake Mary Police Department.

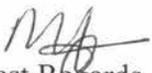
Over the last few years the volunteers of the Seniors Intervention Group (SIG) have dedicated thousands of hours of time providing assistance to the seniors living in Lake Mary and Seminole County.

As a Seniors Intervention Group Board Member, I'd like to request a contribution of \$2,500 from your department to help our organization continue with initiatives to serve local seniors.

Thank you & your team for protecting our community. You have our respect and deep gratitude!

In addition, if there are other local law enforcement leaders who you feel may be able to assist us financially; I appreciate you letting me know. We need all the local help and financial support we can get for our cause!

Your assistance is appreciated!


Best Regards,

Marlene Green

Seniors Intervention Group - Board Member & Fundraising Committee

Direct: 646-469-2822.

18 March 2013

Chief Steve Bracknell
Lake Mary Police Department
165 East Crystal Lake Ave.
Lake Mary, FL 32746

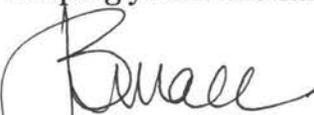
Dear Chief Bracknell,

For over 40 years, The Grove Counseling Center has helped to improve the quality of life throughout Seminole County. To give our clients the chance to have a better future, we are dedicated to providing valuable, cost-effective programs tailored to meet the needs of each individual.

During challenging and uncertain times, we heavily rely on the support from organizations in the community who share a commitment to our mission of “Enhancing the ability of youth and families to succeed in life” by promoting individual, family and community wellness; strengthening support systems, minimizing dependence on professional institutional care and offering effective behavioral management.

Thank you very much for your consideration. If there is any additional information you may need or anything The Grove can do, please simply contact me.

Helping youth and families succeed,



Jennifer L. Small
President/ CEO

Thank you!! 😊

SOLICITATION OF CONTRIBUTIONS REGISTRATION #: CH1490. A COPY OF THE OFFICAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OPBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Treating and Preventing Substance Abuse & Behavioral Health Problems for 40 Years



111 West Magnolia Avenue
Longwood, FL 32750
(407) 327-1765, ext. 1900
FAX (407) 339-2129 Outpatient

580 Old Sanford / Oviedo Road
Winter Springs, FL 32708
(407) 327-1765, ext. 1101
FAX (407) 327-2001 Academy





March 26, 2013

Chief Steve Bracknell
Lake Mary Police Department
165 E. Crystal Lake Ave.
Lake Mary, FL 32746

Dear Chief Bracknell:

For nearly thirteen years Kids House, in collaboration with law enforcement, justice, social work, mental health and medical professionals has met the needs of Seminole County's abused and neglected children.

With the active support and engagement of our member agencies, our collaborative efforts have resulted in the creation of a system that has at its foundation the protection and safety of our community's children. We are honored to consider The City of Lake Mary as our partner and appreciate the critical role the Lake Mary Police Department and its officers fill throughout the investigation and prosecution of abuse cases and the treatment its victims require for true healing to take place.

This enormous responsibility is not borne by Kids House and its collaborative partners alone. Financial supporters throughout Central Florida continue to join with us in meeting the ever increasing demand for those essential services we provide at our child friendly, safe and state of the art facility. In our most recent fiscal year (October 1, 2011 – September 30, 2012) Kids House provided **1,340 services** to children who were City of Lake Mary residents. Moreover, the City of Lake Mary had the 5th largest number of referrals for services in Seminole County totaling 6% of Kids House's caseload last year.

Kids House estimates that comprehensive services including forensic interviews, medical examinations and follow up care, crisis intervention, advocacy & mental health therapy for one abused or neglected child cost approximately \$4,000. As such we are respectfully requesting a financial contribution to help support services Kids House provides to law enforcement and the children in the City of Lake Mary.

If I can provide any additional information please do not hesitate to contact me. Thank you again for your Partnership Protecting our Children and for all you and your department do to assist our community's most vulnerable residents – abused children.

Sincerely,



Ernest Hamilton
Executive Director



Kids House of Seminole At the Wayne Densch Children's Advocacy Center
407-324-3036 • 5467 N. Ronald Reagan Blvd. Sanford, FL 32773 • www.kidshouse.org



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

January 25, 2013

Steve Bracknell
Lake Mary Police Chief
165 East Crystal Lake Avenue
Lake Mary, FL 32746

Dear Chief Bracknell,

Thank you for your continued support of the J. Douglas Williams YMCA Family Center. We truly appreciate what you have done for us in the past and hope we can count on you again this year for your generosity to our Scholarship Campaign! As you know the Scholarship Campaign raises funds to provide financial assistance for children, families and individuals who may not be able to participate in YMCA programs due to inability to pay.

Our 2013 goal is to raise \$75,000. Last year we extended subsidies to over 1,000 community residents and families, we involved more than 550 children in our child development center, day camp and sports and aquatics programs. In addition, we have been partnering with Families in Transition to extend our resources to provide free membership privileges to all homeless families in our community. The need is now more than ever!

In previous years you contributed \$1,000 towards our campaign and we are hoping you can do the same this year.

Please feel free to contact me at 407.321.8944 ext. 216 if you have any questions. We look forward to collaborating on this effort with you.

Thank you,

Debbie Quick
Executive Director
J. Douglas Williams YMCA

J. DOUGLAS WILLIAMS YMCA FAMILY CENTER
665 Longwood-Lake Mary Rd., Lake Mary, FL 32746
P 407 321 8944
W centralfloridaymca.org

Supported by





Mothers Against Drunk Driving
Central Florida Affiliate
www.madd.org/co

1 Purlieu Place # 285
Winter Park, FL 32792

407.831-6233
877.MADD.HELP victim support
407-831-6281 fax

February 7, 2013

Chief Steve Bracknell
165 E. Crystal Lake Avenue
Lake Mary, Florida 32746

Dear Chief Bracknell:

We are working with the National Highway Traffic Safety Administration on the "Drive Sober or Get Pulled Over" campaign to catch drunk drivers and discourage other from driving drunk, as you know, MADD has a positive and long standing relationship with the law enforcement community, judiciary and others committed to the safety of our communities.

For 2013 our goal is to implement a Court Monitoring program, increase outreach services to victims, Power of Parent /Power of You(th) training, and conduct our annual events such as our Walk Like MADD, Law Enforcement Awards Ceremony, and yearly fundraising campaigns to raise revenue for our lifesaving programs. To achieve these goals, we will continue to spread the work with victims and continue to increase our capacity to help others through the generous support of our community.

This year I am inviting each Law Enforcement agency to participate in our 5th Annual Chief Challenge Fundraiser by donating \$1,000 as a *MADD Walk Like MADD Supporting Sponsor* for our highly anticipated event. We welcome your support to help us create a safer future.

Thank you for your consideration,

Yolanda Larson
Executive Director



SafeHouse

March 20, 2013

Steve Bracknell, Chief of Police
City of Lake Mary Police Department
165 E. Crystal Lake Avenue
Lake Mary, Florida 32746

Dear Chief Bracknell:

This letter is to formally request \$1,000 (one thousand dollars) from the Law Enforcement Trust Fund to support SafeHouse of Seminole in its mission to help victims of domestic violence and their children.

The Lake Mary Police Department works so well with SafeHouse and advocates in this county, consisting of an outstanding group of dedicated and exceptional people. Working in concert, you should feel proud of the strides you have taken in the elimination of domestic violence. Even so, there is more work to be done.

In a collaborative, coordinated response, I certify, on behalf of SafeHouse of Seminole, that the \$1,000 will be used for direct domestic violence victim advocate services. This is an authorized purpose under Florida Statute 902.7055, to include crime prevention, safe neighborhood, and such other law enforcement purposes as deemed appropriate. I further certify that the expenditures for on-call domestic violence victim advocates, including Spanish speaking, are expenditures utilized for a statutorily mandated purpose. SafeHouse also agrees to provide an accounting for such money in its public annual report.

The partnership between SafeHouse and the Lake Mary Police Department reflects the community perception of our county as one that is well respected, professional, and adhering to a high standard of excellence. SafeHouse would not exist without law enforcement's support. As we work together, I am honored to be on the same team as "Florida's Finest."

Respectfully yours,



Jeanne Gold
Chief Executive Officer

Seminole County Victims' Rights Coalition, Inc.
P.O. Box 471279, Lake Monroe, FL 32747

(P) 407-302-5220 (F) 407-302-1080
1-855-655-SAFE (7233) 24-hr hotline

www.leavethehurtbehind.com



April 1, 2013

Lake Mary Police Department
Chief Steve Bracknell
165 East Crystal Lake Avenue
Lake Mary, FL 32746

Dear Chief Bracknell,

For more than 35 years, Crimeline has served as the anonymous reward tip line for Central Florida. We have proudly worked with the Lake Mary Police Department keeping your community safer.

In 2012 Central Florida Crimeline disseminated 11,170 tips which assisted law enforcement in recovering in excess of \$1.5 million in drugs, 910 arrests and the seizure of 110 firearms. Crimeline continued solving high profile cases as well as locating violent fugitives in Central Florida. In the past twelve months the Crimeline Board of Directors has voted anonymous tipsters more than \$241,404 in rewards. Crimeline paid more than \$152,000 in rewards to anonymous tipsters. We continue to be a leader of Crime Stopper programs in North America.

In order to continue being one of the most effective and successful anonymous tip programs it takes assistance from many community resources. Financial assistance and in-kind donations are crucial in continuing our efforts. We ask that you consider donating to Central Florida Crimeline Program, Inc. (a 501c3 non-profit organization). We appreciate that many agencies are carefully monitoring budget dollars however please consider that we will continue to assist your agency by saving money through reducing the length of case investigations along with increasing your seizure/forfeiture funds.

Respectfully,


Executive Director Barb Bergin

Central Florida CRIMELINE Program, Inc.

P.O. Box 913

Orlando, Florida 32802

407.423.TIPS

Fax: 407.423.7881



Father Steven E. Boes
National Executive Director

September 12, 2012

City of Lake Mary
100 N Country Club Rd
Lake Mary, FL 32795

Dear Friends,

As you receive our 2011 Annual Report, Boys Town is developing new and better ways to save more children and heal more families across America. All of us at Boys Town want you to know how extremely grateful we are for your commitment to Father Flanagan's dream. Your prayers and financial support sustain our work and enable Boys Town to shine as a beacon of hope.

This year's report is titled "Moving Forward with a Plan." It highlights many of the significant goals Boys Town has reached through its current five-year Strategic Plan and explains how important it is to develop an even more ambitious plan for the future. Boys Town knows careful planning is the key to providing effective services to meet the changing needs of children, families and communities, and to make the greatest impact with the donations you generously give for our kids.

This has been true of Boys Town since Father Flanagan took in his first group of street kids, and is even truer today as our research and experience enable us to produce leading-edge youth, family, community and health care programs.

As the demand for effective care continues to grow, Boys Town is meeting the challenge, expanding our services and partnering with other organizations to improve the current system of care for children and families.

In establishing our unique Integrated Continuum of Care, we've continued to help children with a wide range of behavioral and emotional problems. We've also established programs that work with families in their own homes so that children, whenever possible, can stay with their parents, where they belong. We've expanded our foster care programs so more children have a safe place to live when they just can't live at home. We've enhanced our community programs and online resources so parents can get expert advice to improve their parenting skills. We've expanded health care services through advanced technology and treatment so that more youngsters, especially those who have severe behavioral problems or disabilities, can get the help they need.

14100 Crawford Street
Boys Town Nebraska 68010 | 800 217 3700
boystown.org

Saving Children, Healing Families®



Boys Town remains a trusted steward of your generous giving. In fact, Boys Town is consistently recognized for its sound fiscal management by the Better Business Bureau and Charity Navigator, two organizations that evaluate charities across the country.

While paging through your personal copy of this year's Annual Report – provided to you in appreciation of your valued partnership with us – keep in mind that miracles are happening every day for our kids because so many people like you care so much. With your prayers and ongoing support, these youngsters are now able to add new chapters of happiness and success to their lives.

God's Blessings,

Father Steven E. Boes
National Executive Director

P.S. Your generosity and support make our work possible. I pray you will continue to count Boys Town as one of your trusted charities. Through your giving, you invest in the future of children and families, as well as in the future of your community, your state and our nation.



girl scouts of citrus

March 20, 2013

Steve Bracknell
Chief of Police
Lake Mary Police Department
165 E. Crystal Lake Avenue
Lake Mary, FL 32746

Dear Chief Bracknell,



Girl Scouts of Citrus relies on the efforts and support of thousands of individuals like you who know the difference that Girl Scouting can make in the lives of girls, their families and the community. Girl Scouts has proven to be one of the most successful ways that we all, as a community, can positively impact the life of a child.

Through our mission of building girls of courage, confidence and character that make a better place, we empower girls to face and meet new challenges, develop their self-esteem, create opportunities for self-actualization, and value and learn from diverse experiences and relationships.

Through your continued support in the amount of \$500, the Council would continue to provide quality programming to girls in socio and economically challenged communities. Rest assured that Girl Scouts of Citrus is poised and ready to continue to be the leading authority on girls' healthy development for the next 100 years throughout the nation and more importantly, right here at home in central Florida.

Thank you in advance for your consideration. If you have any questions or need any further information, please feel free to contact me via email at rpayne@citrus-gs.org or by phone at 407.228.1606.

Sincerely,



Rebecca L. Payne
Chief Development Officer



Celebrating 100 years of Girl Scouting
1912-2012





BOY SCOUTS OF AMERICA®
CENTRAL FLORIDA COUNCIL

Mr. Steve Bracknell
City of Lake Mary-Law Enforcement Trust Fund
PO Box 958445
Lake Mary, FL 32795

Dear Steve:

Please accept my sincere expression of gratitude for your recent pledged gift to the Central Florida Council, Boy Scouts of America. Your gift will allow us to reach more young people in our community, preparing them to make moral and ethical choices over their lifetimes by instilling in them the values of the Scout Oath and Law.

Our records indicate that you made a pledge in the amount of \$500 and would like us to send you a reminder in April. If this is not correct, please contact Charlotte Gaskins in our finance administration office at (407)703-0224. You were contacted on our behalf by Adam M. Hunter.

If you would prefer to fulfill your gift at this time, simply complete the box at the bottom of this letter and return it with your payment in the enclosed envelope.

Sincerely,

Ron A. Oats
Scout Executive

P.S. Reminder: please enclose the form below if mailing your contribution now.
Checks should be made payable to Central Florida Council, BSA.

City of Lake Mary-Law Enforcement T Amount enclosed: \$ _____ . 190603-10-SME

Wayne Densch Boy Scout Service Center
1951 South Orange Blossom Trail
Apopka, FL 32703
407-889-4403 cflscouting.org

Prepared. For Life.™



February 26, 2013

Dear Chief Bracknell:

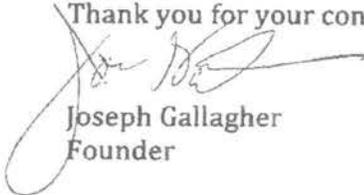
Thank you for the opportunity to submit a donation request to your department.

The mission of Ali's Hope Foundation is to support individuals and families coping with mental illness primarily by providing financial assistance for transitioning patients back into the community. We help fund case workers that focus on at risk patients (age 18 - 25) as they leave the hospital to integrate back into the community. One of our goals is to reduce the occurrence with CIT officers involvement with law enforcement.

Ali's Hope knows it will take the work of volunteers, donors, and law enforcement to make a difference.

This year we are asking the Lake Mary Police Department to consider supporting Ali's Hope by donating \$500. Your gift will help ensure that there is funding for case workers, from The Sharing Center and Lakeside Behavioral Center, to support individuals achieve mental and emotional health and fully participate in life. Each gift truly will make a difference in our community.

Thank you for your consideration.



Joseph Gallagher
Founder

Support should be made out to: Christian Sharing Center, Inc.
Please include Ali's Hope Foundation in the memo line.



LYMAN HIGH SCHOOL
855 Ronald Reagan Road
Longwood, Florida 32751
Phone: (407) 746-2050
Fax: (407) 746-2024

BRIAN L. URICHKO
Principal

TANYA FRANKLIN
Assistant Principal

REGINA KLAERS
Assistant Principal

KEITH MCAULEY
Assistant Principal

MELISSA WENSTROM
Assistant Principal

DEANNA DEFILIPPO
Dean of Students

PATRICIA REYES
Dean of Students

STEVE SANCHEZ
Dean of Students

ROBERT FRASCA
Athletic Director



**SEMINOLE COUNTY
PUBLIC SCHOOLS**

Visit Our Web Site
www.scps.k12.fl.us

March 19, 2013

Dear Chief Bracknell,

This letter is to serve as a formal request to support the Lyman ROTC program with a monetary donation for their voluntary services during the Lake Mary Heathrow Arts Festival.

At the request of Seminole County Public Schools, Lyman JROTC provided 18 cadets to support the festival. They arrived at 7am and stayed until 5pm, putting in over 180 man hours of volunteer support.

The boys would truly appreciate your support. If you are able to make a monetary donation to support their efforts, they would truly appreciate it.

Thank you for your consideration.

Brian L. Urichko

Brian L. Urichko
Principal



March 19, 2013

Chief Steve Bracknell
Lake Mary Police Department
165 E Crystal Lake Avenue
Lake Mary, FL 32746

Dear Chief Bracknell,

Please consider the Center for Victim Recovery, Inc, a Seminole County Community Service 501(c)(3) non-profit as a recipient of a donation from your forfeiture funds this year.

While Seminole County is very fortunate to have Safehouse to offer assistance to victims of domestic violence, the majority of the crime victims in Seminole County are not victims of domestic violence. Victims of crimes such as Rape, Stalking, Home Invasion, Assault, and other violent crimes simply have no where to go and no one to turn to for information on available services, and how the victims process works with local police and the State Attorneys Office.

As you know, I went back to work due to lack of support for our non-profit but for the City of Lake Mary. I worked last year on the non-profit for months and went to the group every week and finally closed it due to lack of participation. I also could not afford to personally fund the website, etc.

I discussed the possibilities of a little money with Roxanne, who is on my board. She holds workshops for crime victims and if we receive the \$500 in funds from you we will do as follows:

Revive the website but make a lot of changes including using it as an information resource. We have a significant following on Facebook and Twitter already.

Revive our PO Box.

Plan and execute a "Healing Through Artwork and Expression" workshop event for crime victims and this money will cover all expenses and material for the victims, and flyers for promotion. Roxanne had held these workshops in the past and they have been very successful. She is a certified domestic violence specialist and has worked with criminals in jail so she has an extraordinary insight into how they think- which is very helpful to victims. She is very gifted in her healing work with victims.

So please consider us for the \$500 annual donation. We will put it to good use and it will go a long way.

Thanks so much.

Sincerely,

Lisa York

Lisa York
Founder

811 Lake Como Drive
Lake Mary, FL 32746
Phone: (407) 712-0733
Email: lisayork@cfl.rr.com



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Agreement to provide Agent of Record Services Relating to Employee Benefits.
2. Waste Management annual price increase.
3. Surplus (1) marked Police vehicle - #2270.
4. Cancellation and change in meeting dates.

ITEMS FOR COMMISSION INFORMATION:

1. Mid-Year Financial Report.
2. Monthly Department Reports.



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Agreement to provide Agent of Record Services Relating to Employee Benefits

As a result of RFQ 13-03 and staff's recommendation, on March 7, 2013, the City Commission authorized the City Manager to conduct contract negotiations with the Gehring Group to serve as Agent of Record for Employee Benefit Programs.

The agreement is structured to provide a comprehensive scope of services for an initial term of three (3) years with the option of extending the agreement for one additional two (2) year term. The annual fee is \$60,000 per year for the length of this agreement. Additionally, the City *may* elect at any time to purchase the services of BenTek, the on-line benefits administration and enrollment solution for an additional \$10,000 per year. This agreement will result in a 25% cost reduction when compared to our previous provider.

RECOMMENDATION:

That the City Commission authorize the City Manager to execute agreement with the Gehring Group as Agent of Record relating to employee benefits.

Attachment

**AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES
RELATING TO EMPLOYEE BENEFITS**

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2013, by and between the CITY OF LAKE MARY, headquartered at 100 N. County Club Road, P.O. Box 958445, Lake Mary, Florida 32795-8445, hereinafter referred to as "CITY", and THE GEHRING GROUP, INC., a Florida corporation, with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

- a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
- b. GEHRING GROUP is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and GEHRING GROUP as follows:

**SECTION ONE
NATURE OF WORK**

GEHRING GROUP will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A"**, attached hereto and incorporated herein by reference. If the CITY requests, GEHRING GROUP will provide the services set forth in the BenTek Professional Services Agreement attached hereto and incorporated herein as **EXHIBIT "C"** under the terms set forth in this Agreement.

**SECTION TWO
PLACE OF WORK**

GEHRING GROUP agrees, on request, to come to the CITY's offices in Lake Mary, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

**SECTION THREE
TIME DEVOTED TO WORK**

In the performance of services, the services and hours GEHRING GROUP is to work on any given day, will be entirely within GEHRING GROUP'S control and CITY will rely upon GEHRING GROUP to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is initially to source and provide on a cost effective basis, the benefit programs required by the CITY to be effective as of July 1, 2013, providing for adequate time to hold an orderly open enrollment period for employees. The CITY will provide the necessary support documents so GEHRING GROUP can provide the benefit analysis in a time frame appropriate for a July 1, 2013 effective date.

SECTION FOUR PAYMENT

GEHRING GROUP will be compensated through direct payment from CITY to GEHRING GROUP as outlined in **EXHIBIT "B"** entitled "Fees". The annual services to be provided by the GEHRING GROUP to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP". The CITY has the option of adding the services of the BenTek software (for an additional reduced fee stated in Exhibit B), which includes the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing, as outlined in **EXHIBIT "C"**. The undertaking by GEHRING GROUP to perform professional services defined within this Agreement extends only to those services specifically described herein but specifically includes all travel costs. If upon the request of the CITY, GEHRING GROUP agrees to perform additional services hereunder, an addendum to this Agreement is to be executed by the parties addressing the additional services.

SECTION FIVE TERM

The term shall commence upon the parties' execution of the Agreement ("Commencement Date"). The term of the Agreement shall initially be for a period of three (3) years, with the option of extending the Agreement for one additional two (2) year term for a total possible contract term of five (5) years. Agreement must be extended by written mutual agreement and authorized by the City Commission. This Agreement remains in effect unless cancelled by either party, giving the other party ninety (90) days written notice.

SECTION SIX STATUS OF GEHRING GROUP

This Agreement calls for the performance of the services of GEHRING GROUP as an independent contractor, and GEHRING GROUP, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

**SECTION SEVEN
INDEMNIFICATION**

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, including all attorney's fees and court costs, including appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of GEHRING GROUP, its employees, or agents arising out of or connected with this Agreement or any breach of this Agreement by GEHRING GROUP. GEHRING GROUP shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

**SECTION EIGHT
TERMINATION**

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause, by giving GEHRING GROUP 90 days advance written notice of the CITY's intent to terminate the Agreement.

**SECTION NINE
MISCELLANEOUS**

1. As an independent contractor, GEHRING GROUP shall pay all expenses in connection with its consulting business and GEHRING GROUP will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. In the event either party hereto shall file a lawsuit to enforce any of the terms hereof, the prevailing party shall be entitled to recover all costs, charges, and expenses of enforcement, including reasonable attorney's fees incurred in a trial or appellate proceeding.
3. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and GEHRING GROUP.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Seminole County, Florida.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force

of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. This Agreement may not be assigned without the consent of the CITY.
7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The GEHRING GROUP recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. Notices provided for in this Agreement, unless expressly provided for otherwise, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

CITY: City of Lake Mary
 Attn: City Manager
 100 N. Country Club Road
 P.O. Box 958445
 Lake Mary, FL 32795-8445

GEHRING: The Gehring Group, Inc.
 Attn: Kurt N. Gehring
 11505 Fairchild Gardens Ave., Ste. 202
 Palm Beach Gardens, FL 33410

9. GEHRING GROUP is subject to Chapter 119 of the Florida Statutes.
10. 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF LAKE MARY, FLORIDA

BY: _____

JACQUELINE B. SOVA, CITY MANAGER

ATTEST:

By: _____

Carol A. Foster, City Clerk

Date: _____

THE GEHRING GROUP, INC., a Florida corporation

BY:  _____

KURT GEHRING, CEO

Date: 4/8/13 _____

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP

1. Generate the Request for Proposal (RFP) within purchasing guidelines or upon request for all lines of employee benefits insurance
2. Negotiate renewals for all lines of employee benefits insurance
3. Evaluate plan designs and funding options
4. Access to the Gehring Group Client Portal
5. Access to *HR Answers Now* online Human Resources Research tool
6. Onsite clinic consulting and expertise
7. Produce in-depth evaluation booklets
8. Make recommendations to Staff
9. Make presentations to decision makers
10. Present to insurance committees and/or union representatives
11. Negotiate renewals for all lines of employee benefits insurance
12. Design and provide open enrollment communication materials, including employee benefits booklet, payroll stuffers and posters as requested
13. Implement programs and changes
14. Coordinate and make presentations at enrollment meetings upon request
15. Coordinate and review all plan documents and summary plan descriptions
16. Review insurance contracts for conformity with client requirements
17. Translate benefit offerings at new employee orientations
18. Formulate PowerPoint presentation for New-Hire Orientations to ensure consistency
19. Meet with Staff regularly to review overall program efficiency
20. Coordinate and attend health fairs and wellness seminars
21. Provide updates on trends affecting client's benefits plans on an ongoing basis
22. Develop special plan design options as needed (i.e., high deductible plans, three tiered medical options, flex benefit plans, etc.)
23. Generate employee education materials as requested
24. Resolve employee claims issues and expedite employer resolution of contractual, coverage, eligibility and billing disputes
25. Provide guidance with regard to interpretation of the health care benefit policy
26. Represent client with best efforts regarding its employee benefits and when dealing with service providers.
27. Obtain specific reports and information from service providers in a timely manner
28. Remain fully knowledgeable and up-to-date in order to interpret benefit policy and provide expert information regarding benefits issues
29. Develop, conduct and summarize the results of a variety of surveys including physician selection, employee satisfaction, and industry trends

30. Develop, conduct, and summarize benefits surveys of public employers, focusing on benefits, contribution practices, funding, premium structures, FMLA waiting period, etc.
31. Develop, conduct, and summarize surveys for other purposes, such as disruption reports
32. Provide the staff/resources/consultants that possess expertise in the following fields:
 - a. Project Management
 - b. Developing Requests for Proposals
 - c. Group insurance underwriting
 - d. Actuarial & Statistical analysis
 - e. Plan design
 - f. Cost containment
 - g. Federal and State compliance regarding employee benefits
 - h. Communications materials
33. Provide legislative updates including PPACA related seminars/webinars
34. Assist with compliance issues, including but not limited to:
 - a. Section 112.08 Actuarial Filing
 - b. OPEB
 - c. COBRA
 - d. Section 125 Cafeteria Plan
 - e. FMLA
 - f. Federal mandated benefits, such as HIPAA
 - g. State mandated benefits
35. Provide periodic training sessions to educate staff regarding benefit options and considerations for decision-making as requested
36. Conduct detailed reviews, analysis and projection sessions with decision makers at key points throughout the year: mid-year, fourth quarter, and/or pre-renewal

Additional Inclusive Services to be provided to CITY include:

- **Gehring Group Client Portal**

Gehring Group hosts a client portal to communicate with and serve as an informational resource to its clients. The client portal can be accessed by registered client users by clicking on the "Client Login" link on our www.gehringgroup.com website. This site serves as communication hub where Gehring Group staff posts articles, legislative updates, pertinent documents, and links to legislation for our clients to access and review, so that as the landscape of health care reform continues to evolve, our clients have timely access to relevant documents and analysis to help them navigate through this period of change. As much of the Patient Protection and Affordable Care Act relates to taxes and payroll in its implementation, we include the finance officers, payroll officers, and any other designated interested members of our clients' organizations. We also use the portal to communicate with our clients about upcoming seminars and workshops we will host; upcoming speaking

engagements, as well as conferences at which we will be in attendance. We also post wellness newsletters that can be distributed to our clients' employee population. We are excited to provide this contemporary resource and communication tool as an enhancement to our personalized services, and the CITY currently has access to this tool as a client of Gehring Group.

- **Online Human Resources Research Tool – *HR Answers Now***

Another value added services provided to the CITY is an online HR research tool *HR Answers Now*, provided at no additional cost via the client portal. *HR Answers Now* offers a one-stop resource for quick answers to thousands of HR questions covering such issues as record-keeping, wages and withholding, workers' compensation, harassment, COBRA and FMLA.

- **Employee Benefits Handbook**

At the beginning of each new plan year Gehring Group has the ability to compile all of the information regarding CITY's insurance coverages and summarize it in an employee friendly benefit booklet. This booklet has proven to be a valuable resource to our client's employees and has reduced the number of inquiries received by our client's HR and Benefits staff. This service is offered at no additional cost and is currently made available to the CITY. Gehring Group provides enough copies for open enrollment, and further copies as needed for new-hire orientations throughout the plan year.

- **Professional Employee Communications**

Gehring Group employs an in-house Graphics Department which enables us to assist CITY with professional employee communication materials, and is currently available to the CITY. Again, inclusive in our services, we draft and produce employee communication pieces such as payroll stuffers, department posters, mass employee mailings, etc. This allows CITY to better communicate its employee benefit offerings and keep their employees well educated with regard to their employee benefit options and responsibilities.

- **Legislative Compliance & Updates**

Gehring Group provides our clients with updates regarding any changes in applicable laws and how they might affect your benefits program through the issuance of newsletters.

Gehring Group makes a special effort to remain knowledgeable on industry trends, new legislation and new types of health insurance programs being presented by insurance companies and third-party administrators. Staff members consistently attend conferences and educational seminars in order to stay ahead of the curve.

In addition, Gehring Group has taken a very proactive response to the 2010 health care reform legislation and is addressing each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates are in compliance with this new

legislation. We host a number of informational seminars and webinars on the new laws for our clients on an annual basis at several locations throughout the state so that they have all the information needed to be adequately prepared for the upcoming mandates and are comfortable in their understanding of the new requirements. As health care reform continues to evolve, Gehring Group will diligently review all newly available product offerings to ensure that our clients are always presented with the best available options while complying with all mandates and requirements of the health care reform legislation, and will continue to host educational seminars/webinars and educate CITY.

- **Continuous Plan Analysis**

Gehring Group performs a continuous review of the client's claims information, premium rates and all other information in order to evaluate your current program and determine a timetable for the release of any RFPs that may be necessary. As part of our continuous service, Gehring Group staff also conducts detailed reviews, analysis and projection sessions with decision makers at key points throughout the year. We consistently track the available claims utilization data of your program throughout the plan year in order to more effectively prepare for the renewal process. We review available claims utilization reports to determine whether your programs are running favorably and utilize this claims data to forecast renewal projections and negotiate with vendors.

- **Consistent Client Contact**

Gehring Group maintains consistent contact with its clients in accordance with the clients' desires, outstanding items, and in accordance with a mutually reviewed calendar of expectations, as well as during scheduled, generally recurrent committee meetings. This includes meetings to review claims experience and quarterly renewal projections, address employee claim issues, and discuss strategic goals. These meetings can take place quarterly, semi-annually or as needed. Gehring Group strives to be available to our clients whenever the need arises.

- **Development of Requests for Proposals/Quotes**

Gehring Group currently conducts all phases of the procurement process for those lines of insurance deemed suitable for bidding, and would continue to provide this service. Our involvement in this process is very comprehensive; from drafting the RFP for Procurement staff to review or soliciting proposals directly from the market. We feel it is our job to educate you on any new products in the industry that may reduce administrative burden or aid in the reduction of health care costs.

- **Plan & Proposal Evaluation**

Gehring Group will consistently provide thorough examination of all proposals received during a bid process. We will compare all proposals to the in-force program and illustrate

the program differences to include the advantages and disadvantages of each. This will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions. During this process, we will also compare provider networks to determine which proposers may be considered viable options.

- **Plan Renewals & Effective Negotiations**

In addition to bidding your employee benefits program, Gehring Group also has the clout to negotiate renewals with your current carriers. As previously stated, our large premium volume and reputation within the industry provides us with the credibility to negotiate with insurance carriers more effectively. We get results. Our highly trained staff is able to negotiate more effectively due to the high quality of our own analysis.

- **Program Implementation**

Gehring Group provides extensive assistance during program implementation and the open enrollment process. After the RFP and evaluation process, Gehring Group staff remains involved in:

- Coordinating implementation process with all selected carriers.
- Assisting with employee meetings at all sites as determined by client.
- Developing education materials and employee benefit booklets based on new programs and updates in current plans.
- Aiding in cancellation or renewal of current insurer upon written acceptance from the client.
- Coordinating, attending and making presentations at annual open enrollment.

- **Ongoing Service**

In addition to the processes above, your Gehring Group Account Manager will maintain continuous communication throughout the plan year to provide support to staff with administrative, legislative, enrollment and billing questions. In addition to your assigned account manager, Gehring Group also provides three in-house Account Management Specialists so that, even if your account manager is temporarily unavailable, there will be someone accessible to you and your employees. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution. In addition, your Gehring Group team is available to assist our clients' staff with other issues such as policy interpretation, new hire enrollments, and coordination of wellness initiatives and health fairs.

- **Clinic/Employee Health Center Consulting**

Gehring Group also assists our clients in the decision of whether to open an on-site employee health center. If requested by the CITY, Gehring Group is able to conduct a feasibility analysis to determine if our clients can take advantage of the potential cost saving benefits of opening an on-site or near-site clinic/health center. By shifting costs from the medical plan to the clinics, many groups have been better able to manage specific areas of claims costs, while providing additional access to medical care to their employees. Gehring Group additionally has experience in conducting the bid process to determine which provider and clinic model would best meet the needs of our clients, and in addition, is available to oversee the implementation process once a decision has been made. Additionally, Gehring Group has experience and can assist with inter-local agreements in the event local entities would like to share in building and using an employee health center. This service is available to the CITY as part of our inclusive services.

- **Local Entity Surveys**

Due to Gehring Group's concentration in the public sector industry, we have a significant amount of employee benefits benchmark data in-house. This includes statistics on plan benefits, employer contributions, waiting periods, trend factors and other related data. In addition, we conduct local entity surveys upon request from our clients throughout various regions of the State of Florida. We realize the value in maintaining a competitive benefits package as it relates to employee hiring and retention. This service is available to the CITY as part of our inclusive services.

- **Employee Surveys**

One of the most effective ways to acquire employee feedback regarding their benefits program, or any other topic of interest, is through an employee survey. Gehring Group has the ability to accomplish this via paper survey form, or electronically, via the internet. These surveys have proven to generate effective results that aid in future decision making. This service is available to the CITY as part of our inclusive services.

- **Produce Formal Proposals / Make Presentations**

Gehring Group is available to make presentations to all staff groups or employee committees as needed, as part of our inclusive services. Whether a year-end summary of plan performance or a presentation to executive staff of recommendations resulting from an RFP process, our staff is available to make all employee benefits related presentations to CITY Council members, employee committees or union groups. These presentations can be delivered through customized booklets or presented in PowerPoint format.

EXHIBIT B
FEES

CITY agrees to pay GEHRING GROUP an annual consulting fee in the amount of Sixty thousand dollars (\$60,000) per year for the length of this agreement. This fee will be due and payable in quarterly installments of fifteen thousand dollars (\$15,000) by the 20th day of the 1st month of each quarter during the term of this agreement.

Additionally, CITY may elect at any time during the term of this agreement to purchase the services of BenTek, the on-line benefits administration and enrollment solution, as outlined in Exhibit C. CITY must notify GEHRING GROUP in writing of this election to add the BenTek services pursuant to this agreement. Upon the election and implementation by CITY to add BenTek to the Services provided under this Agreement, City's annual fee will increase to \$70,000 per year payable in quarterly installments at the rate of Seventeen thousand five hundred dollars (\$17,500) per quarter.

**Additional Available Services – Exhibit C
(Additional fee applies-see Exhibit B)**



Comprehensive Online Benefits Enrollment & Administration System

BenTek® is an innovative tool that Gehring Group has provided to a large number of our public sector clients to much acclaim. BenTek®, Benefits Technology by Benefits People, is a comprehensive on-line benefits administration system aimed at increasing efficiencies and reducing the burden of the administration of your employee benefits program. BenTek® segregates processes and embodies three online modules:

1. Internet based open enrollment site that allows employees to enroll in their selected benefits online in a paperless format,
2. A 24/7 employee benefits center from which employees can access provider links, policy information, report qualifying events and view their benefit elections, and
3. The benefits administration system which can perform the functions of an employee benefits data management system all year round, allowing for electronic transmission of eligibility data to carriers. BenTek also boasts unique audit capabilities that allow the administrator to easily identify when payroll deductions have not been taken – resulting in not only the savings of reconciliation time, but also ensuring the employee portion of any premiums is also collected.

Imagine your next open enrollment being a virtually paperless process. It is a system that is so simple to use that instructions are not necessary. We have had great success with implementing BenTek for clients with a varied degree of technology sophistication - from the proficient to the inexperienced web user. And with features such as online life insurance beneficiary designation, automatic transmission of eligibility updates to multiple insurance carriers, the ability for the employee to report qualifying events subject to the administrators acceptance, the ability to print a report of changes to employee benefits for bill reconciliation, and an employee benefits center with links and forms that mitigate informational request calls to HR; BenTek® becomes another member of your benefits administration team. BenTek is a customizable solution that has proven itself an invaluable, easy to use resource for a number of public sector entities throughout the state of Florida including cities, school boards, counties, and special taxing districts, who have applauded the responsiveness and professional knowledge exhibited by BenTek's staff.

BenTek® Services

BenTek®, the internet based employee benefits administration solution is comprised of three modules: Client Administration System, Open Enrollment, and Employee Benefits Center.

The **Client Administration System** allows for one point of entry for employee benefits data management and allows the Client to:

- Update personnel benefit plans and election related data
- Generate and process carrier self billing files
- Make prior and partial period (as permitted by carrier) adjustments
- Produce payroll related benefit deduction analyses
- Allow for electronic multiple carrier updates of eligibility from single entry point on bi-weekly or other designated period
- Approve/deny/suspend pending changes requested by plan participants
- Maintain historical record of employee election and plan changes
- Transmit electronic or paper report to payroll department listing current benefit plan payroll deduction changes
- Warehouse final billing files segregated by carrier
- Provide standard reports for historical periods for various administration functions (e.g. Census)
- Provide customized reporting capability

The **Open Enrollment Module** allows internet access for employees to confirm or make changes to their benefits and/or plan selections for the upcoming plan year. Data the participants' access is their own frozen participant enrollment data at a specified snapshot date. This module allows the Client and/or employees to:

- Track plan changes made on a daily basis
- Generate confirmation statements with elections chosen & deduction post changes as entered for new plan year
- Link to applicable benefits booklet plan section
- Link to carrier websites
- Link contact information for employee questions
- Capability to print carrier forms
- Prohibit employees from making changes to comply with carrier mandated signature authorization requirements
- Offer separate passwords/access capabilities for employees, administrators, and authorized third parties

The **Employee Benefits Center** allows internet access to employees giving them the capability to view and modify (as allowed) and request modification of their benefit elections and deductions, and link to benefit plan information. Successful implementation will provide employee access to:

- View current benefit elections, deduction, benefit information, and pending change requests
- Electronically request qualified event elections changes with automatic benefit administrator notification

- Link to/print signature required submission forms for qualified events
- Auto fill claim forms
- Link to carrier sites
- Link to applicable summary plan descriptions or summary of benefits and coverage
- provide link to contact info and e-mail for plan administrator



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Waste Management annual price increase

In accordance with Exhibit B of the franchise agreement with Waste Management that expires February 28, 2014, they have submitted their annual CPI rate adjustment as can be seen from the attached letter to be effective with the May 2013 billings. As you will recall, the first rate adjustment of this contract term was last year and the 5% rate increase was passed through to customers.

Staff seeks direction from the Commission on whether to pass this rate adjustment on to customers or absorb the rate increase at a cost to the City of \$16,800.

Attachment



WASTE MANAGEMENT

3510 Rio Vista Ave
Orlando, Fl. 32805

March 20th , 2013

Jackie Sova, City Manager
City of Lake Mary Florida
100 N. Country Club Road
Lake Mary, Florida

RE: Annual Price Increase

Pursuant to Exhibit B, Solid Waste Agreement with Waste Management Inc. of Florida and the City Lake Mary, we respectfully request a cost of living rate adjustment to reflect the percentage of increase in the Consumer Price Index, (CPI):

This reflects 1.41% change;

Effective date of your new rate is May 1st, 2013

Should there be any questions please contact me at (407) 702-4788.

Sincerely

Alan Morrison

Alan Morrison
Public Sector Manager
Orlando Florida.



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Steve Bracknell, Chief of Police
SUBJECT: Surplus (1) marked Police vehicle #2270

Recently, police vehicle #2270 was involved in a crash on I-4 where it was being used to warn and block traffic due to a motorcyclist accident. While officers were directing traffic, another vehicle wrecked into the side of vehicle #2270 causing enough damage for it to be considered non-repairable. Insurance from the other driver has accepted responsibility and the City has agreed to the amount.

RECOMMENDATION:

The City Commission declare the aforementioned vehicle #2270 surplus as noted above, and give the authority to the City Manager to dispose of same.



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Cancellation and change in meeting dates

Due to your first meeting in July being on July 4th, I would ask that you cancel it. As we get closer, if we feel an additional meeting is necessary, I will ask you to schedule one. Otherwise, we will just meet on July 18th.

Additionally, the annual Florida League of Cities Conference, which is being held in Orlando this year, conflicts with your second meeting in August. Therefore, I would ask that you reschedule your meetings to the 2nd and 4th Thursdays in August—August 8th and 22nd.

RECOMMENDATION:

The Commission cancel the July 4, 2013, Commission meeting and reschedule meetings in August to August 8th and 22nd.



CITY MANAGER'S REPORT

DATE: April 18, 2013
TO: City Commission
FROM: Dianne Holloway, Finance Director
SUBJECT: Mid-Year Financial Report

Attached is a mid-year snapshot of the City's financial information. As you review the numbers, please keep in mind that many revenues lag as they are processed by other agencies and then forwarded to us. Also actual expenditures are reported without including open commitments that have been made throughout the fiscal year.

Highlights of General Fund revenues and expenditures to date include:

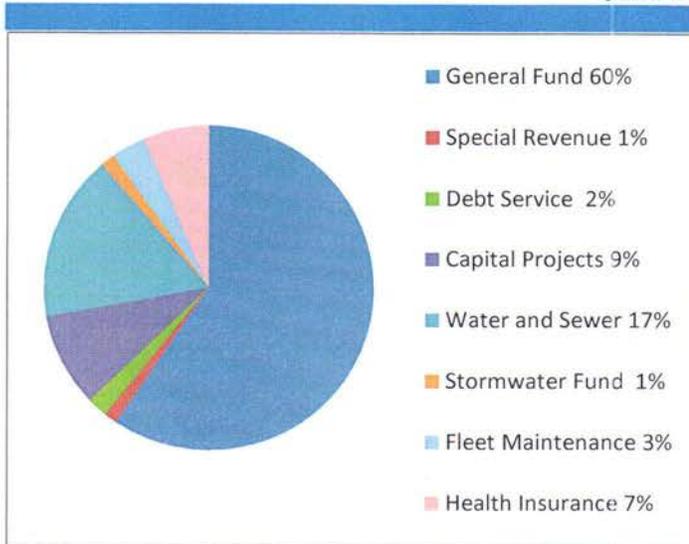
- Ad valorem taxes collected are \$5,640,905 or 95% of budget.
- Overall franchise fees and utility taxes are continuing to trend down from last year. A majority of these revenues reflect five (5) months of actuals and represent 40% of the budget as compared to a 42% collection rate at five months.
- Fines and forfeitures appear to be trending upward with court fines at 60% of budget and false alarm fines at 87% of budget. We have also collected a couple of large code enforcement fines putting us at 86% of last year's actuals.
- Business tax receipts and building permit revenues are currently at 60% of the budget and at 53% of last year's total actual revenues.
- Revenues received from the State are on target with budget and charges for services trending upward with current collections at 54% of this year's budget.
- At mid-year, overall General Fund revenue collections are at 63% and actual expenditures are approximately 5% below the target of 50%. Coupled with the favorable outcome of FY 2012, current fund balance is calculated at

\$18,973,072. Looking forward, as long as we continue to be good financial stewards, we will close the year in solid financial condition.

The Water and Sewer Fund remains constant. Water sales are slightly down with corresponding expenditures following suit. With the \$1 fee increase effective October 1, 2012, projections indicate the Stormwater Fund will finish the year with a fund balance slightly lower than FY 2012. However, going forward taking into account the needs of the system through our five year plan, the forecast continues to reflect a deficit fund balance in FY 2016.

City of Lake Mary Budget Snapshot as of March 31, 2013

(50% of Fiscal year elapsed)



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 5,943,112	\$ 5,640,905	94.9%
Franchise & Utility Taxes	6,081,614	2,438,562	40.1%
Business Tax Receipts	119,000	115,633	97.2%
Permits	855,415	468,051	54.7%
Fines & Forfeitures	47,686	61,467	128.9%
Intergovernmental	1,371,427	584,969	42.7%
Charges for Services	1,206,250	650,650	53.9%
Investment Income/Other	264,000	160,254	60.7%
Operating Transfers In	900,000	450,000	50.0%
Total Revenues	\$ 16,788,504	\$ 10,570,491	63.0%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 94,797	\$ 43,257	45.6%
City Manager	484,962	198,697	41.0%
City Attorney	95,000	46,815	49.3%
City Clerk	213,963	99,200	46.4%
General Government	570,403	287,658	50.4%
Risk Management	15,550	11,539	74.2%
Finance	579,599	247,204	42.7%
Community Development	649,910	296,986	45.7%
Building	471,913	187,309	39.7%
Facilities Maintenance	347,013	138,450	39.9%
Police Operations	4,724,846	2,209,009	46.8%
Fire Combat	4,399,708	1,950,013	44.3%
Fire Prevention	333,661	147,213	44.1%
Support Services	918,590	397,733	43.3%
PW Admin & Engineering	218,008	100,482	46.1%
Streets/Sidewalks	442,428	194,134	43.9%
Parks & Recreation	1,614,774	727,821	45.1%
Events Center	378,981	154,531	40.8%
Senior Center	112,383	50,209	44.7%
Tennis Center	86,246	37,087	43.0%
Transfers Out	882,330	441,165	50.0%
Total Expenditures	\$ 17,635,065	\$ 7,966,512	45.2%

<i>Fund Balance Forward</i>	14,418,585	16,369,093	113.5%
Current Fund Balance	\$ 13,572,024	\$ 18,973,072	139.8%

Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 574,515	\$ 287,258	50.0%

Expenditures

PIRRB Series 2007	\$ 292,672	\$ 276,421	94.4%
PIRRN Series 2012	\$ 179,257	\$ 129,117	72.0%

Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 330,962	68,927	20.8%
Cemetery Sales	4,000	1,000	25.0%
Fines & Forfeitures	12,455	8,991	72.2%
Investment Income/Other	5,130	3,391	66.1%
Total	\$ 352,547	\$ 82,309	23.3%

Expenditures

Training	\$ 18,000	\$ 15,680	87.1%
Operating & DARE	11,710	2,669	22.8%
Contributions	750	750	100.0%
Capital	112,014	75,406	67.3%
Heritage Park	25,000	8,050	32.2%
Cemetery Operations	9,175	1,887	20.6%
Total	\$ 176,649	\$ 104,442	59.1%
<i>Fund Balance Forward</i>	1,025,912	985,368	96.0%
Current Fund Balance	\$ 1,201,810	\$ 963,235	80.1%

Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 11,000	\$ 7,238	65.8%
Grants	-	-	0.0%
Intergovernmental/Other	2,607,500	3,947	0.2%
Total	\$ 2,618,500	\$ 11,185	0.4%

Expenditures

Capital Projects	3,539,731	1,188,160	33.6%
Total	\$ 3,539,731	\$ 1,188,160	33.6%
<i>Fund Balance Forward</i>	1,023,405	2,696,267	263.5%
Current Fund Balance	\$ 102,174	\$ 1,519,292	1487.0%

Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,275,000	\$ 930,349	40.9%
Sewer Revenue	1,725,000	904,987	52.5%
Reclaimed Water	190,000	96,105	50.6%
Water Impact Fees	255,000	(2,559)	-1.0%
Sewer Impact Fees	110,000	(5,603)	-5.1%
Investment Income/Other	154,500	107,319	69.5%
Total	\$ 4,709,500	\$ 2,030,598	43.1%

Expenditures

Operating Expenses	1,631,697	665,286	40.8%
Capital Projects	485,000	130,008	26.8%
Wholesale swr/reclaimed	1,298,300	538,159	41.5%
Transfers Out	949,935	474,968	50.0%
Total	\$ 4,364,932	\$ 1,808,421	41.4%
<i>Beg Unrestrict Net Assets</i>	12,782,410	13,980,865	109.4%
Available Net Assets	\$ 13,126,978	\$ 14,203,042	108.2%

Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 378,320	\$ 178,825	47.3%
Interest/Other	5,000	2,881	57.6%
Total	\$ 383,320	\$ 181,706	47.4%

Expenditures

Operating Expenses	255,524	81,026	31.7%
Capital Projects	60,000	100,000	166.7%
Total	\$ 315,524	\$ 181,026	57.4%
<i>Unrestricted Net Assets</i>	524,891	879,946	167.6%
Available Net Assets	\$ 592,687	\$ 880,626	148.6%

Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 950,211	\$ 354,516	37.3%

Expenditures

Operating Costs	\$ 278,539	\$ 118,195	42.4%
Vehicle Purchases	\$ 575,500	\$ 148,367	25.8%

Health Insurance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Charges for Service/Other	1,833,775	849,590	46.3%

Expenditures

Health Insurance Expense	1,432,775	482,286	33.7%
Health Clinic Expense	\$ 357,750	\$ 112,809	31.5%

City of Lake Mary, Florida
General Fund Revenues
As of March 31, 2013

Account Code	Description	2010 Budget	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.6355	3.6355	
311-10	Ad valorem tax	\$ 7,201,252	\$ 7,325,514	6,470,685	6,072,711	5,943,112	5,640,905	95%
	Franchise & Utility:							
313-10	Progress Energy - Franchise	1,229,400	1,390,771	1,283,358	1,224,950	1,219,190	451,270	37%
313-11	FP&L - Franchise	525,655	618,712	586,291	545,433	576,381	126,813	22%
313-40	Propane - Franchise	7,990	6,871	7,090	10,010	7,700	4,096	53%
313-70	Solid Waste - Franchise	380,590	398,317	402,902	419,745	420,000	211,507	50%
	Total Franchise	2,143,635	2,414,671	2,279,641	2,200,138	2,223,271	793,686	36%
314-10	Progress Energy - Utility	1,175,000	1,427,828	1,348,464	1,249,356	1,281,040	485,466	38%
314-11	FP&L - Utility	438,150	608,592	607,667	601,224	561,393	247,312	44%
314-20	Telecommunications	2,355,000	2,239,495	2,025,484	2,011,704	1,970,830	893,647	45%
314-80	Propane Gas - Utility	43,500	45,090	45,535	47,512	45,080	18,451	41%
	Total Utility	4,011,650	4,321,005	4,027,150	3,909,796	3,858,343	1,644,876	43%
	Total Franchise & Utility	6,155,285	6,735,676	6,306,791	6,109,934	6,081,614	2,438,562	40%
	Licenses and Permits:							
321-60	Business Tax Receipts	122,500	118,244	119,026	115,373	119,000	115,633	97%
322-10	Building Permits	469,750	446,621	501,449	851,192	755,000	437,037	58%
322-20	Electrical Permits	35,000	23,460	31,702	63,819	50,040	15,758	31%
322-30	Plumbing Permits	18,500	14,431	12,861	43,686	31,625	8,220	26%
322-40	Mechanical Permits	29,500	22,539	23,054	25,243	18,750	7,036	38%
	Total Licenses & Permits	675,250	625,295	688,092	1,099,313	974,415	583,684	60%
	Fines & Forfeitures:							
351-10	Court Fines	119,850	61,303	66,172	59,132	38,670	23,366	60%
351-30	False Alarm Fees	6,250	4,300	1,850	4,225	2,016	1,750	87%
351-50	Violation of Local Ordin.	1,200	6,174	12,901	7,810	7,000	36,351	519%
	Total Fines & Forfeitures	127,300	71,777	80,923	71,167	47,686	61,467	129%
	Intergovernmental:							
312-41	Local Option Gas Tax	207,753	216,519	204,746	224,965	244,939	103,700	42%
334-00	Grants	13,449	5,142	18,575	3,241	-	-	-
335-12	State Rev. Share/Gas Tax	247,957	257,351	268,887	275,591	282,494	133,165	47%
335-14	Mobile Home License	50	59	35	108	50	62	124%
335-15	Alcoholic Beverage Lic.	7,500	11,101	20,566	9,829	9,500	1,115	12%
335-18	1/2 Cent Sales Tax	801,368	801,704	795,364	800,438	824,124	344,017	42%
	Firefighter Supplement	-	11,730	10,580	11,200	10,320	2,910	28%
	Total Intergovernmental	1,278,077	1,303,606	1,318,753	1,325,372	1,371,427	584,969	43%

City of Lake Mary, Florida
General Fund Revenues
As of March 31, 2013

Account Code	Description	2010		2011		2012		2013		% FYTD
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Y-T-D	
Charges for Services:										
341-80	County Business License	12,500	12,368	12,665	10,715	11,000	8,272	75%		
341-21	Zoning Fees	10,000	13,507	25,615	21,798	15,000	12,158	81%		
341-22	Site Plan Fees	5,000	1,600	6,400	3,200	3,200	3,800	119%		
341-22	Developer Bonus	-	17,000	-	-	-	-	-		
342-10	Police Services	20,000	96,202	71,190	63,085	45,000	32,201	72%		
342-60	Rescue Transport Fees	335,000	459,725	657,144	609,044	465,000	279,175	60%		
347-10	Community/Events Center Rent	350,000	465,931	499,973	513,448	495,000	249,634	50%		
347-30	Farmers Market	28,000	27,879	36,838	31,379	35,000	12,440	36%		
347-40	Skate Park Fees	12,500	14,794	16,296	8,819	13,500	1,983	15%		
347-45	Splash Park Fees	25,000	25,157	23,504	24,274	25,000	73	-		
347-50	Park Rentals	700	990	675	630	800	625	78%		
347-60	Sports Complex Rentals	24,000	22,620	24,658	27,330	25,000	15,585	62%		
347-70	Softball Leagues	16,000	17,250	16,875	13,930	17,000	9,750	57%		
347-80	Concession Revenues	9,500	11,619	5,444	679	1,750	232	13%		
347-90	Tennis Center Revenues	55,000	56,801	52,204	50,231	54,000	24,722	46%		
	Total Charges for Services	903,200	1,243,443	1,449,481	1,378,562	1,206,250	650,650	54%		
Other:										
361-10	Interest	289,000	325,340	229,730	192,570	132,000	64,981	49%		
363-10	Streetlighting	-	46,643	32,802	32,780	32,000	15,499	48%		
364-00	Sale of Capital Assets	-	408	15,815	51,917	-	234	-		
369-00	Other Miscellaneous Rev.	100,329	158,056	113,923	160,062	100,000	79,540	80%		
	Total Other Revenue	389,329	530,447	392,270	437,329	264,000	160,254	61%		
Transfers In:										
381-00	Transfers from W&S	850,000	850,000	850,000	850,000	900,000	450,000	50%		
381-00	Transfers from Cemetery FD	-	-	-	125,000	-	-	-		
	Total Transfers In	850,000	850,000	850,000	975,000	900,000	450,000	50%		
	Total General Fund Revenue	17,612,193	18,685,758	17,556,995	17,469,388	16,788,504	10,570,491	63%		
	Carry-forward Fund Balance	13,375,292	13,375,292	15,145,583	15,066,183	16,369,093	16,369,093	100%		
	Total Available	\$ 30,987,485	\$ 32,061,050	\$ 32,702,578	\$ 32,535,571	\$ 33,157,597	\$ 26,939,584	81%		

FINANCE DEPARTMENT
MONTHLY REPORT
March 2013

Purchasing/AP Activity	Mar-13	FYTD	Mar-12	FYTD
Purchase Orders Encumbered	27	264	16	221
Bids/RFPs Processed	0	3	1	2
Express Purchase Orders Processed	14	63	4	53
Express P.O. - Average \$ Value	\$145		\$261	
Checks Issued to Vendors	298	1,355	211	1,110
P-Card Transactions	269	1,541	254	1,314
P-Card Average \$ Value	\$116		\$113	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	39	214	33	220
Items Deposited	2,990	18,190	3,242	19,186
Deposited Items Returned	5	26	3	27
Credit/Debit Card transactions	391	2,031	314	1,978
Credit/Debit Card Sales	\$50,732	\$267,492	\$38,600	\$260,797
Employees Paid	379	2,626	375	2,647

Utilities Activity				
Utility Refund Checks	47	143	25	102
Utility Turn-offs for Non-payment	17	123	18	102
Door Hangers for Non-pay prepared	127	772	104	743
Delinquent Letters Mailed Out	379	2,277	395	2,636
Utility Service Complaints Handled	14	124	32	158
Garbage Service Complaints Handled	10	66	12	38
Existing Utility Accounts Closed	65	383	67	351
New Utility Accounts Opened	66	384	66	363
Utility Bank Draft Customers	1,029		985	
Electronic Utility Payments	1,006		1,050	
Paperless Billing Customers	568		604	
Current Residential Water Customers	4,716		4,668	
Current Residential Sewer Customers	2,546		2,527	
Current Residential Garbage Customers	4,834		4,779	
Current Commercial Water Customers	441		439	
Current Commercial Sewer Customers	377		378	
Current Commercial Garbage Customers	241		240	

Items of Interest During Reporting Period



MEMORANDUM

DATE: April 18, 2013

TO: Mayor & City Commission

FROM: Bryan Nipe, Parks and Recreation Director

THRU: Jackie Sova, City Manager

SUBJECT: March 2013 Parks and Recreation Report Summary

Grounds and Facilities Maintenance

- New vinyl-wood and faux tile flooring will be installed in April at the Senior Center along with a new paint job.
- Community Center - Working with ZHA Consultants on final plan to be bid Design-Build for an interior renovation. Goal is to put out RFQ in mid-April.
- Heritage Park Construction Plans nearing 90%

Youth Recreation:

- First inaugural **Stan Van Gundy Youth Basketball Clinic and 3 on 3 Tournament** to be held on April 21st at the Lake Mary Sports Complex.
- Soccer Shots spring season began March 23rd.
- The Splash Pad at Trailblazer Park is open each weekend until Summer break.

Events Center:

- Year to date revenue is up by over \$7k while direct expenses are down by nearly \$2k.

Tennis Center:

- 132 memberships. This is up from 109 this month last year.
- Steve Huber has been retained as the new Tennis Pro/Manager for the Tennis Center.

Upcoming Community Events

- **WineArt Wednesdays** – May 1, 2013 – Latin Music theme.
- Trailblazer 5K in Downtown Lake Mary – April 20, 2013 7:30am.

MEMO



TO: Bryan Nipe, Director of Parks & Recreation

FROM: Dee Gracey, Administrative Assistant

DATE: April 2, 2013

**PARKS AND RECREATION MONTHLY REVENUE AND EXPENSE REPORT
FOR THE MONTH OF: MARCH 2013**

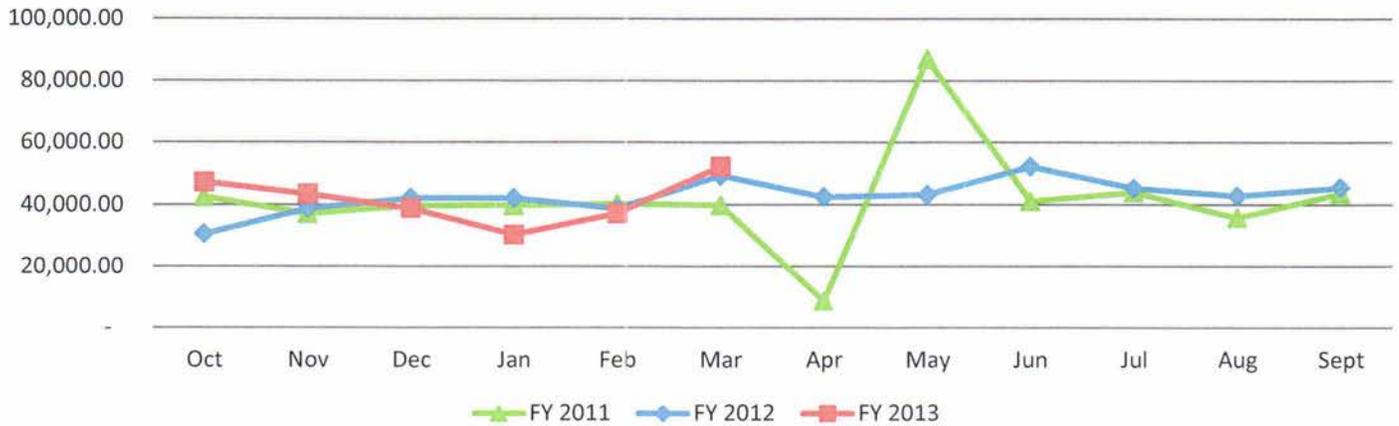
ACTIVITY	CURRENT MONTH	THIS MONTH LAST YEAR	CURRENT YTD	PREVIOUS YTD
EVENTS CENTER				
non-revenue uses	14	9	65	50
rentals	27	29	138	144
revenue	\$ 52,232.16	\$ 49,320.02	\$ 249,633.55	\$ 242,003.54
expenses	\$ 20,927.49	\$ 23,711.04	\$ 154,531.03	\$ 172,225.50

SENIOR CENTER				
non-revenue uses	1/3.0	3/8.0	17/40.75	15/39.25
rentals	2	0	9	7
classes	129	131	673	721
individual participants	1945	1979	10231	10107
revenue	\$ 1,015.89	\$ 952.29	\$ 14,203.75	\$ 12,871.19
expenses	\$ 8,126.84	\$ 8,103.50	\$ 50,209.49	\$ 51,147.37

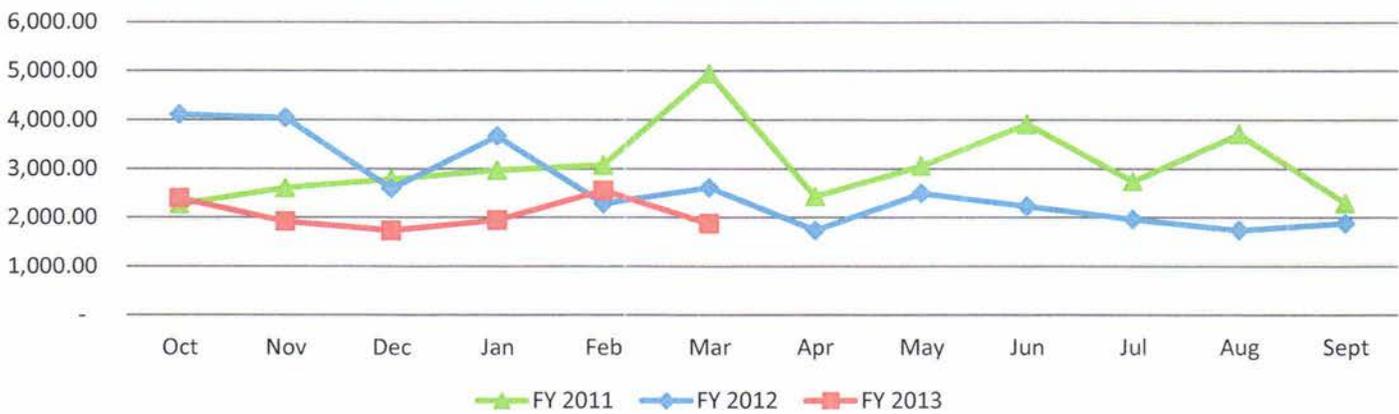
TENNIS CENTER				
memberships	132	109		
revenue	\$ 3,157.07	\$ 1,395.36	\$ 24,722.02	\$ 14,761.18
expenses	\$ 11,551.92	\$ 10,603.54	\$ 37,087.35	\$ 32,874.27

OTHER REVENUES				
Farmers Market	\$ 1,873.44	\$ 2,615.00	\$ 12,440.28	\$ 19,326.61
Skate Park	\$ 404.46	\$ 631.83	\$ 1,982.52	\$ 6,275.65
Splash Park	\$ 72.64	\$ 1,728.35	\$ 72.64	\$ 1,742.37
Park Rentals	\$ 250.00	\$ -	\$ 625.00	\$ 250.00
Sports Complex	\$ 1,311.34	\$ 1,527.08	\$ 13,585.58	\$ 15,805.36
Leagues	\$ 4,225.00	\$ 2,925.00	\$ 9,750.00	\$ 6,500.00
Concession	\$ -	\$ 436.73	\$ 232.52	\$ 436.73
TOTAL OTHER REVENUES	\$ 8,136.88	\$ 9,863.99	\$ 38,688.54	\$ 50,336.72

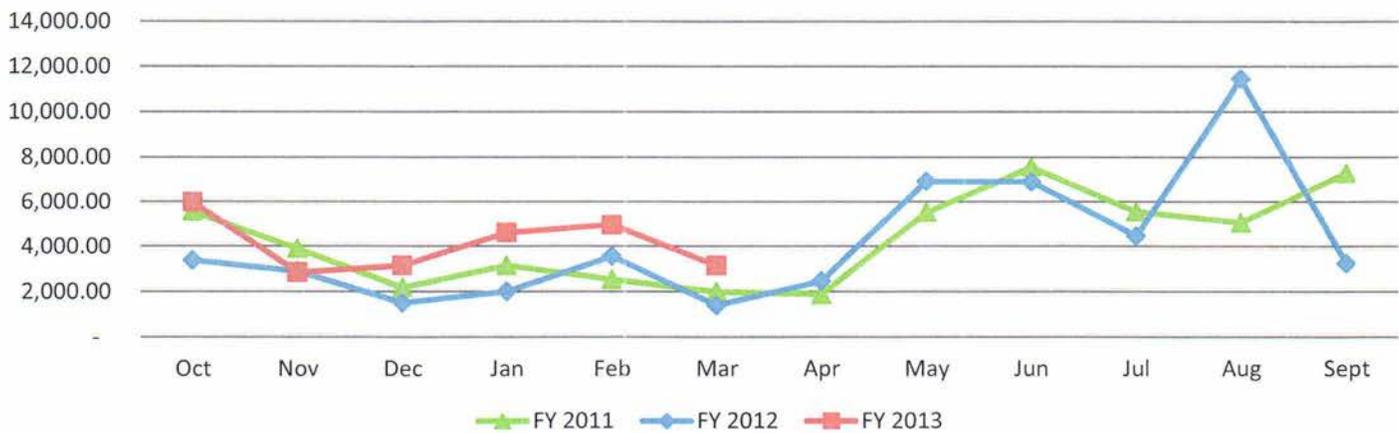
Events Center Revenue Trends



Farmers Market Revenue Trends



Tennis Center Revenue Trends





WORK ORDER EXPENSES

TYPE	Mar-13	YTD	Mar-12	YTD	Mar-13	YTD	Mar-12	YTD
LABOR	45%	29%	73%	37%	\$ 4,344.81	\$ 27,922.74	\$ 4,582.62	\$ 26,880.05
MATERIALS	35%	22%	16%	30%	\$ 3,323.78	\$ 19,691.81	\$ 1,049.19	\$ 20,027.20
CONTRACTOR	20%	49%	11%	33%	\$ 1,941.50	\$ 43,961.54	\$ 687.40	\$ 20,324.71
TOTALS	100%	100%	100%	100%	\$ 9,610.09	\$ 91,576.09	\$ 6,319.21	\$ 67,231.96

WORK ORDERS BY BUILDING

FACILITY	Mar-13	YTD	Mar-12	YTD
CITY HALL	7	62	7	58
EVENTS CENTER	5	38	8	69
EMPLOYEE HEALTH CLINIC	0	5	0	0
FLEET	1	8	0	8
FRANK EVANS MUSEUM	1	11	2	10
LIBERTY PARK	0	2	0	1
MUNICIPAL COMPLEX	9	39	2	35
PARKS BUILDING	3	15	0	11
POLICE DEPARTMENT	6	38	5	52
PUBLIC WORKS BUILDING	1	23	2	14
SPORTS COMPLEX	2	12	3	21
STATION #33	2	18	0	24
STATION #37	2	12	0	22
TENNIS CENTER	1	10	2	14
TRAILHEAD PARK	2	8	3	4
WATER TREATMENT PLANT	1	11	1	17
TOTALS	43	312	35	360

WORK ORDERS BY CATEGORY

FACILITY	Mar-13	YTD	Mar-12	YTD
APPLIANCES	6	14	5	20
DOORS - INT, EXT, & HARDWARE	3	15	5	24
ELECTRICAL	11	95	8	86
FIRE ALARM SYTEMS	1	4	0	2
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	0	17	2	29
JANITORIAL	1	11	2	10
MISCELLANEOUS	7	37	7	35
PAINT - INTERIOR & EXTERIOR	0	7	1	8
PEST CONTROL	2	7	1	7
PLUMBING	3	21	3	32
PREVENTATIVE MAINTENANCE	8	80	1	94
SECURITY SYSTEMS	1	3	0	8
SEPTIC TANKS	0	0	0	0
VENDING	0	1	0	5
TOTALS	43	312	35	360



Lake Mary Police Department

MONTHLY REPORT - MARCH 2013

	FY 2013 MAR	FY 2013 YTD	FY 2012 MAR	FY 2012 YTD
Monthly Call Volume	5,021	26,471	4,582	26,510
Response Times (in minutes)				
Priority 1	3.33		3.72	
Priority 2	3.3		6.85	
Priority 3	7.51		9.67	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	3	1	4
Robbery	0	0	0	1
Assault/Battery	10	52	8	31
Burglary	9	35	5	30
Theft, all other	17	106	15	116
Motor Vehicle Theft	0	5	0	5
Theft of Motor Vehicle Parts	0	5	0	6
Arson	0	0	0	0
D.U.I.	1	18	5	14

Total Arrests

Adults	35	193	41	193
Juveniles	3	28	3	18

Traffic Calls

Crashes	46	315	45	344
Criminal Citations	15	87	19	93
Citations- non criminal	597	2,171	265	1,776
Parking citations	2	50	23	116
K9 Deployments	6	34	2	26
Agency Assist; outside Jurisdiction	51	243	46	361

Alarms

Total	65	511	89	388
Business	57	355		
Residential	35	183		

Total Responses to City Ordinance Violations

38	38	37	171
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Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

Honor Guard assisted with Lake Mary Celebrates & the State of the City address.

Officers participated in Lake Mary Celebrates on March 2nd.

Pfc. Thomson completed the appropriate training this month to become our in-house certified canine instructor.

Officers conducted a TAVED (Tobacco Alcohol Violations Enforcement Detail) operation on March 15th, which resulted in five arrests out of the 12 businesses checked for selling liquor and/or tobacco to a minor.

Officers participated in the "Click It or Ticket" campaign resulting in 227 seatbelt violation citations being issued.

Criminal Investigations Division

CID is working several home burglaries that are occurring during daytime hours.

Volusia County as had similar crimes. Intelligence is being shared throughout the agencies.

Community Relations Division

Community Relations participated in Lake Mary Celebrates. Ofc. Hudson received an award from the National Association of Social Workers for his work with seniors.

Support Services Division

Department of Transportation Road Cameras were installed within the Communication Center, which allows dispatch to view four main intersections in our city limits.

Training classes to be held in Police Department training room. LMPD will benefit by having five free attendees for each class.

- Pre-employment Background Investigation
- Crime Mapping and "Hotspot" Policing
- Role of the Lead Investigator in Major Case
- Illicit Prescription and Drug Investigation
- Florida Police Records Management
- Recruiting, Training and Retaining Comm Center Personnel
- Enhancing Secretarial Job Skills



City of Lake Mary
Fire Department
911 Wallace Court-Lake Mary, Florida 32746



Monthly Report

March 2013

Administration and Emergency Operations

We responded to 309 emergency alarms, had 134 transports, and logged over 1027 hours of training. Emergency Response and patient transports are up 9% over this time last year.

Emergency Operations personnel had an additional 87 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

We completed the driver/engineer testing, which resulted in Firefighter Jason Kelso being appointed to fill the driver/engineer position.

We have completed the hiring process and have two new firefighters on board, Kevin DelAguila and Alejandro Mata.

We have begun the process of creating two new teams, Career Development and Tower Teams.

We have continued our monthly Leadership Training and received very positive feedback for the Officers and Firefighters.

Our EMS Cart was used at Lake Mary Celebrates with positive feedback from the public and the firefighters.

We began work on the new website, editing information and developing new ideas to display our programs and news.

Fire Prevention

Conducted 152 inspections and 43 plan reviews.

Attended 2-day Fire Investigator Course

Created and presented a systems class to FD Operations – two for each shift

Wrote a safety article for Lake Mary Life

Worked with UL Auditor on fire alarm system tests in the City

One public assist – baby locked in vehicle.

Public Education Events –

3 commercial building - 911 checks

Participated in Lake Mary Celebrates – Sparky, table and engine display

Conducted Fire Extinguisher Class to Cora Rehab – 5 students

Holy Cross Transportation Day – display/engine – 75 participants

**CITY CLERK'S OFFICE MONTHLY REPORT
MARCH 2013**

	FY 2013		FY 2012	
	MARCH 13	YTD	MARCH 12	YTD
MINUTES PREPARED (SETS)	3	11	2	12
ORDINANCES CREATED	0	0	1	2
ORDINANCES PREPARED	0	2	2	6
RESOLUTIONS CREATED	0	0	0	1
RESOLUTIONS PREPARED	1	3	2	10
PROCLAMATIONS PREPARED	7	14	8	15
PUBLIC HEARING NOTICES PUBLISHED	0	2	0	11
OCCUPATIONAL LICENSES				
NEW	17	161	16	135
RENEWALS	8	373	7	326
TRANSFERS	2	20	2	13
REVENUE GENERATED	\$1,907.50	\$33,563.00	\$1,395.00	\$27,920.50
INSPECTIONS OF BUSINESSES	0	0	0	0
BUSINESSES W/O LICENSE	0	0	0	0
REVENUE PAID BY UNLICENSED BUSINESSES	0	0	0	0
FOOD TRUCKS LICENSED (MONTHLY FOOD TRUCK CRAVE)	9	30	0	0
REVENUE GENERATED	\$450.00	\$1500.00	0	0
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	4	18	4	23
RECORDS SCANNED (pages)	1,703	10,649	1,374	9135
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

Human Resources

March 2013 Report

Employment	03/13	YTD	03/12	YTD
Applications received/acknowledged	42	472	81	514
New Hire Orientations	5	20	3	17
Resignations/Terminations	1	14	2	13
Current Vacancies (FT/PT Employment Opportunities)	2	18	6	25
Positions filled in house	0	3	1	9
Positions filled outside	5	20	3	17
Surveys Conducted/Completed	4	15	8	53
Employee Evaluations	11	78	11	71
Employee Verifications	5	21	11	41
Personnel Actions Initiated	54	198	55	359
Grievances Filed	0	0	0	0
Employee Insurance Assistance	4	24	15	79
Time sheets scanned - Unable to access for March	0	3,107	603	3,817
Current Full Time Employees	174		171	
Current Part Time Employees	19		19	
Special Projects				
Insurance				
	03/13	YTD	03/12	YTD
On the Job Injuries - Medical Attention Required	0	0	1	9
On the Job Injuries - No Medical Attention Required	0	2	0	5
City Vehicle Accidents Reported - Under \$500	0	5	0	2
City Vehicle Accidents Reported - Over \$500	1	2	0	3
Police car was struck by another vehicle				
Police/Support Services	1	6	0	3
Loss/Damage Reports - Under \$500	0	6	2	8
Loss/Damage Reports - Over \$500	0	2	0	0
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	1	2	0	1
Hit and run				
Police/Support Services	1	2	0	0
Liability/Claimant Incident Reports - Under \$500	0	0	0	3
Liability/Claimant Incident Reports - Over \$500	0	2	0	0
Special Hearings/Mediations	0	1	0	0

PUBLIC WORKS UPDATE

March 2013

Streets/Sidewalks – 432

1. 2013 asphalt paving program going to bid next month.

Water Treatment – 434

1. 12-month average daily water demand 3.12 million gallons (7% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.25, plant capacity 9.99 MGD.
2. Bid package complete to repaint elevated storage tank.
3. Ground storage tank and air stripper towers to be painted next month.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – Goal for 2013 is to change out 489 meters (41 per month), this is to keep track with a 12-year change out program. 214 meters have been changed out through April 1st.
2. Continuing decommission of galvanized water mains downtown.
3. Lift station pump maintenance program proceeding, all stations have been evaluated, 12 pumps replaced/repared in 2012, six more in 2013.

PUBLIC WORKS MONTHLY REPORT

	Mar-13	FYTD	Mar-12	FYTD
Work Orders Completed	21	141	28	178
Sidewalks Repaired (Feet)	0	515	0	395
Street Signs Installed	5	81	12	75
Streets Paved (Miles)	0	0.40	0	0
Paved Streets Maintained (Asphalt - Tons)	9.50	39.75	3	13
Millions Gallons Treated	98	545.48	100	568
New Water Meters Installed	4	21	2	12
Waterlines Installed (Feet)	0	0	0	0
Waterline Breaks Repaired	15	71	2	35
Meters Exchanged	58	324	65	274
Turn-On/Turn-Off (Customer Request)	131	767	133	715
Turn-Offs/Non-Payment	17	123	18	102
Water System Dist. Valves Exercised	30	80	53	228
Vehicle Preventative Maint. Inspections	44	277	46	266
Vehicles/Equipment Serviced	78	536	83	468

Building Division Monthly Report March 2013

Community Development Department

TO: City Commission

FROM: Joe Lancaster, Building Official
Bobbie Jo Keel, Permit/Zoning Coordinator

VIA: Jackie Sova, City Manager

DATE: April 5, 2013



FY2012-2013 WORKLOAD DATA

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Mar-13	YTD	Mar-12	YTD	Mar-13	YTD	Mar-12	YTD
COMMERCIAL - NEW	0	0	0	0	\$ -	\$ -	\$ -	\$ -
COMMERCIAL - ALTERATION	8	26	6	34	\$ 269,222	\$ 1,332,168	\$ 374,302	\$ 1,792,237
RESIDENTIAL - NEW	2	21	5	14	\$ 340,598	\$ 4,111,180	\$ 1,109,500	\$ 2,975,700
RESIDENTIAL - ALTERATION	12	33	20	46	\$ 48,706	\$ 161,154	\$ 168,944	\$ 380,193
ELECTRICAL - NEW/ALTERATION	23	61	15	60	\$ 567,025	\$ 4,408,454	\$ 194,388	\$ 392,800
ELECTRICAL - TEMP/PREPOWER	9	14	0	5	\$ 900	\$ 1,400	\$ -	\$ 370
MECHANICAL - NEW/ALTERATION	17	50	18	57	\$ 180,373	\$ 480,032	\$ 362,115	\$ 727,701
PLUMBING - NEW/ALTERATION	9	33	10	39	\$ 76,656	\$ 139,974	\$ 40,961	\$ 137,524
ROOFING - TILE, METAL & FLAT	0	7	21	22	\$ -	\$ 41,090	\$ 626,212	\$ 643,812
RE-ROOFING	17	35	28	46	\$ 163,161	\$ 611,493	\$ 217,148	\$ 388,537
SWIMMING POOL	2	4	2	6	\$ 87,492	\$ 120,992	\$ 80,127	\$ 172,205
SCREEN ENCLOSURE	2	2	1	3	\$ 14,528	\$ 14,528	\$ 15,571	\$ 28,571
FENCE	4	16	6	12	\$ 10,316	\$ 33,626	\$ 11,145	\$ 39,509
SIGN	4	16	5	19	\$ 9,957	\$ 50,050	\$ 19,615	\$ 55,792
FOUNDATION ONLY	0	1	0	0	\$ -	\$ 186,180	\$ -	\$ -
DEMOLITION	2	5	3	3	\$ 6,700	\$ 81,700	\$ 3,400	\$ 3,400
TOTALS	111	324	140	366	\$ 1,775,634	\$ 11,774,021	\$ 3,223,428	\$ 7,738,351

BUILDING INSPECTIONS PERFORMED				
TYPE	Mar-13	YTD	Mar-12	YTD
BUILDING	196	591	279	654
ELECTRICAL	64	231	81	264
MECHANICAL	27	104	33	135
PLUMBING	54	140	54	168
TOTALS	341	1066	447	1221

FIRST STEP MEETINGS

- Proposed Single Family Subdiviosn on Longwood-Lake Mary Road

MAJOR PROJECTS

- Fountain Parke
- Enclave @ Tuscany

DOCUMENTS SCANNED				
TYPE	Mar-13	YTD	Mar-12	YTD
PERMIT PACKAGE	6,462	7,654	116	20,383
BLUEPRINTS	9	9	0	6,369
TOTALS	6,471	7,663	0	26,752

Monthly Report – MARCH 2013

Community Development Department

TO: City Commission
 FROM: Gary Schindler, City Planner
 VIA: Jackie Sova, City Manager
 DATE: April 18, 2013
 RE: Planning and Development Activity



FY2012-2013 WORKLOAD DATA

	2012		2013	
	MARCH	Total YTD	MARCH	Total YTD
Land Use Amendments	0	2	0	1
Rezoning	1	3	0	0
Conditional Use	0	4	0	1
Subdivisions/Plat	1	1	0	3
Site Plans	0	1	1	6
Variances	0	0	0	1
Vacates	0	0	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	1
PUD Development Agreement & Amendments	0	1	0	1
Development Agreements, New	0	0	0	1
DRC Reviews	0	1	0	4
Home Occupation Review	3	17	4	26
Business License Review	18	137	20	149
Arbor Permits (non-development related)	16	70	13	72
Zoning Verification Letters	0	5	1	7
Site Permits Issued	1	6	2	4
Building Permits Review	69	230	59	233
Number of Pages Scanned	0	0	0	0

Significant Meetings and Issues

March 5 – Alan Goldberg Meeting to discuss proposed Waterside Development
 March 7 – Website Meeting & PTAC Meeting
 March 12 – SANAC Meeting
 March 13 – Verizon Pre-con Meeting
 March 13 – SEED Event Meeting
 March 14 – PSFPC Meeting & SunRail Procurement Meeting

- March 15 – ReThink Biz Survey Meeting (related to potential SunRail riders)**
- March 19 – First Step & Colonial Grand Pre-con Meeting**
- March 21 – Bike From Work Meeting**
- March 22 – MetroPlan Transportation Technical Committee Meeting**
- March 27 - Meeting with City Manager to discuss SunRail Enhancements**

MEMORANDUM TO: *Mayor/City Commission
Jackie Sova, City Manager*

FROM: *Catherine D. Reischmann, City Attorney*

RE: *Purchase and Sale Contract with Harriet C. Mixon
160 W. Lakeview Avenue, Lake Mary, Florida*

DATE: *April 18, 2013*

The Commission is asked to consider the attached Seventh Addendum to the Purchase and Sale Contract of the Mixon property, to allow the Sellers to work out some additional title complications and to reduce the purchase price by \$3,000 to offset some of the City's legal fees associated with the title issues. The Closing Date would be changed to May 28, 2013. The change in the closing date is because there are still court proceedings required in order to clear title. We will make every effort to close before May 28th, if at all possible.

**SEVENTH ADDENDUM TO "AS IS" RESIDENTIAL CONTRACT
FOR SALE AND PURCHASE**

This Seventh Addendum is made to the "As Is" Residential Contract for Sale and Purchase dated April 20, 2012 (including all Addenda), between **HARRIET C. MIXON, WANDA M. STUMBO, WILLIAM C. MIXON and JUDY DEVERNE MIXON HARRIS**, ("Sellers") and **CITY OF LAKE MARY**, a Florida municipal corporation, ("Buyer"), concerning the property described on Exhibit "A" attached hereto, (the "Contract").

WHEREAS, the Buyer and Sellers agree to amend the Contract to extend the Closing Date and amend the Purchase Price so Buyer can recoup some of their attorney's fees expended to clear title issues.

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

1. The Closing Date is hereby amended and the parties agree to close the transaction on or before **May 28, 2013**.

2. The parties agree that the Purchase Price is hereby amended to be \$137,000.00, in light of the Buyer's extensive attorney's fees involved in clearing title issues.

3. Except as expressly amended herein, the Seller and Buyer do hereby confirm and ratify the Contract.

4. Counterpart Execution. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. Facsimile signatures may be deemed binding for this Addendum.

IN WITNESS WHEREOF, the Sellers and the Buyer have executed this Addendum as of the date and year noted below, the last of which shall be the effective date of this Addendum.

3/29/13
Date

SELLERS:

Harriet C. Mixon
Harriet C. Mixon

Wanda M. Stumbo
Wanda M. Stumbo

BUYER:

CITY OF LAKE MARY, a Florida municipal corporation

By: _____
Jacqueline B. Sova, City Manager

Date: _____

EXHIBIT "A"

The East 32 feet of Lot F, Lot G, and the West 17 feet of Lot H, Block 36, AMENDED PLAT OF CRYSTAL LAKE SHORES, according to the plat thereof as recorded in Plat Book 6, Page 18, Public Records of Seminole County, Florida. Together with the West 17 feet of the vacated South 1/2 of the alley lying north of said of Lot H.