



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, JULY 17, 2014 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: June 19, 2014**
- 6. Special Presentations**
- 7. Citizen Participation**
- 8. Unfinished Business**
 - A. Ordinance No. 1510 - Rezone property at 128 W. Wilbur Ave. from C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre; Pastor Terry D. Baum, No Limits Church, applicant - Second Reading (Public Hearing) (Steve Noto, Senior Planner)**
- 9. New Business**

- A. Memorandum of Understanding for Use of Facilities in an Emergency (Jackie Sova, City Manager)**
- B. Ordinance No. 1511 - Rezone property at 3112 W. Lake Mary Boulevard from RCE (Rural Country Estates) to PO (Professional Office); Linn Engineering/Chad Linn, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- C. Request for Site Plan with Variances approval for 7-Eleven, 4955 County Road 46A; Interplan, LLC, /Stuart Anderson or Heather Johnston, applicant (Public Hearing) (Steve Noto, Senior Planner)**
- D. Request for an amendment to a Developer's Agreement associated with 2014-SP-06 (7-Eleven)/Voluntary Commitment Agreement for Twin Lakes Properties, LLC; Interplan, LLC/Stuart Anderson or Heather Johnston, applicant (Public Hearing) (Steve Noto, Senior Planner)**
- E. Ordinance No. 1512 - Rezone property at the north end of Century Point at St. Peters Church from A-1 (Agriculture) to M-1A (Light Industrial); Mark Harkins, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- F. Request for Preliminary Planned Unit Development (PUD) approval for a +/- 1.35-acre property adjacent to Rinehart Road and Legends Apartments, VHB Miller Sellen/Jim Hall, applicant (Public Hearing) (Steve Noto, Senior Planner)**
- G. Approval of Police Department Security Grant**
 - a. Resolution No. 941 - Amend FY 14 Budget for Homeland Security Grant - Lake Mary Police Department Security Equipment**
- H. Fiscal Year 2015 Budget Message - Setting of Proposed Operating Millage Rate, Current Year Rolled Back Rate, and Date, Time and Place of Tentative Budget Hearing (Jackie Sova, City Manager)**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Rinehart Road Trail Rehabilitation Project**

B. Items for Information

- a. Update on One-Cent Discretionary Local Government Infrastructure Surtax**

b. Monthly department reports

12. Mayor and Commissioners Report - 4

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: August 7, 2014

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held June 19, 2014,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.

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1. Call to Order

The meeting was called to order by Mayor David Mealor at 7:00 P.M.

2. Moment of Silence

3. Pledge of Allegiance

4. Roll Call

- | | |
|-------------------------------|---|
| Mayor David Mealor | Jackie Sova, City Manager – Absent |
| Commissioner Gary Brender | Carol Foster, City Clerk – Absent |
| Deputy Mayor George Duryea | Dianne Holloway, Finance Director |
| Commissioner Thom Greene | John Omana, CDD/Acting City Manager |
| Commissioner Jo Ann Lucarelli | Gary Schindler, City Planner |
| | Steve Noto, Senior Planner |
| | Tom Tomerlin, Economic Development Mgr. |
| | Bruce Paster, Public Works Director |
| | Bryan Nipe, Parks & Recreation Director |
| | Steve Bracknell, Police Chief |
| | Robin McKinney, Acting City Attorney |
| | Mary Campbell, Deputy City Clerk |

5. Approval of Minutes: June 5, 2014

Motion was made by Commissioner Brender to approve the minutes of the June 5, 2014, meeting, seconded by Commissioner Lucarelli and motion carried unanimously.

6. Special Presentations

There were no special presentations at this time.

7. Citizen Participation

No one came forward at this time and citizen participation was closed.

8. Unfinished Business

There was no unfinished business at this time.

1 Mayor Mealor announced the passing of Randy Petitt (City Human Resources
2 Manager) last evening and asked everyone to keep his wife and family in their thoughts.

3
4 9. New Business

5
6 A. Approval of Jobs Growth Incentive Interlocal Agreement with Seminole
7 County for CareMed Pharmaceutical Services (Tom Tomerlin, Economic
8 Development Manager)
9

10 Mr. Tomerlin said for the Commission's consideration is a Jobs Growth Incentive (JGI)
11 program between Seminole County and the City of Lake Mary. It is a jobs growth
12 incentive for a company doing business as CareMed Pharmaceutical Services. The JGI
13 program is a locally administered program between Seminole County and participating
14 cities and is not a state program. It operates via agreements. There are two
15 agreements it operates under. One is the interlocal agreement between the City and the
16 County and the other is a program agreement that will be executed between the County
17 and the firm itself. The program is an inducement, meaning if not for this inducement
18 the company would not consider this area. All awards require a surety instrument. The
19 instruments available are an irrevocable letter of credit or a performance bond issued in
20 the name of the County for the exact amount of the incentive award.

21
22 Mr. Tomerlin said CareMed is a specialty pharmacy. Specialty pharmacies manufacture
23 and administer specialized, and often costly, drugs for the treatment of complex medical
24 conditions. The list varies with what kind of therapies these specialty pharmacies
25 supply to but oncology, cancer, rheumatoid arthritis, multiple sclerosis are the types of
26 ailments these specialty treatments are formulated within their facility and then shipped
27 to these patients.

28
29 Mr. Tomerlin said CareMed headquarters is currently stationed in Lake Success, New
30 York. This is consideration of relocation of its headquarters and its pharmacy
31 operations to the City of Lake Mary. The agreement spells out that this would facilitate
32 250 new jobs to the City of Lake Mary. The average annual wage would be \$50,000
33 per year. The County average annual wage is \$40,015. The \$50,000 represents about
34 125% of the County annual average. The capital investment being considered is about
35 \$4.9 million.

36
37 Mr. Tomerlin said tonight we are seeking Commission approval of execution of the JGI
38 interlocal agreement between Seminole County and the City of Lake Mary providing for
39 a funding split of \$250,000. That works out to a total award of \$2,000 per job. The
40 even split would be \$250,000 for the City contribution and \$250,000 for the County
41 contribution. Seminole County government will consider this next Tuesday (June 24,
42 2014) at its regularly scheduled meeting.

43
44 Mayor Mealor said this is a remarkable opportunity to continue to build quietly an
45 industry cluster in that quadrant of the community. It has the opportunity to transform
46 that area.

1
2 Mayor Mealor said this evening the Acting City Manager is John Omana and the Acting
3 City Attorney is Robin McKinney.

4
5 **Motion was made by Deputy Mayor Duryea to authorize the Mayor to execute the**
6 **Jobs Growth Incentive Interlocal Agreement with Seminole County for CareMed**
7 **Pharmaceutical Services in the amount of \$250,000, representing 50% of the total**
8 **award. Seconded by Commissioner Lucarelli.**

9
10 Commissioner Greene said he couldn't remember when we approved the first one.
11 What a great opportunity to pick our businesses that come to our city. We did a good
12 job. He said he was in favor of it.

13
14 Commissioner Brender said this one was not the slam dunk that it normally is for him.
15 He liked brick and mortar builds. In this particular case he was finding it is in a quadrant
16 of the City that needs some upgrading. He hoped CareMed would look into going into
17 some type of brick and mortar if they grow more than they think. He said he usually
18 liked these when there was a direct return to the taxpayers that is shorter than this one.

19
20 Deputy Mayor Duryea said the personal property tax on all this new equipment is
21 significant so there is a payback.

22
23 Mr. Tomerlin said the tangible personal property is a great deal of the share of that \$4.9
24 million that is being considered. In regard to where this firm is going to locate, right now
25 it is under negotiation between the firm and the property owner. He could not say with
26 100% certainty that it is going to go in this location. The firm has committed that they
27 want to locate in the City of Lake Mary. He could not say with 100% certainty where
28 this firm will locate but could only say it will be in the City of Lake Mary.

29
30 **Motion carried by roll-call vote: Commissioner Brender, Yes; Deputy Mayor**
31 **Duryea, Yes; Commissioner Greene, Yes; Commissioner Lucarelli, Yes; Mayor**
32 **Mealor, Yes.**

33
34 Mr. Tomerlin recognized Gabe De Jesus who is the program manager with the Metro
35 Orlando EDC who has helped a great deal with this project. He also recognized Adrien
36 Carre who is a starting sophomore and is working over the summer to develop a
37 marketing piece to highlight the City of Lake Mary from an economic development
38 perspective.

39
40 Mayor Mealor said Mr. Carre is a Lake Mary High School graduate and is at the
41 University of Virginia in Charlottesville. That is an amazing accomplishment in and of
42 itself, and we wish him continued success. If any member of the Commission may be
43 helpful don't hesitate to contact them.

44
45 Mayor Mealor thanked the representative of the Orlando EDC for being present. He
46 congratulated Mr. De Jesus for the recognition the Florida Economic Development

1 Commission bestowed on him with the economic deal of the year being the Verizon
2 project that was spearheaded through his auspices.

- 3
4 B. Ordinance No. 1510 – Rezone property at 128 West Wilbur Avenue from C-1,
5 General Commercial, and R-1A, Residential, to DC, Downtown Centre;
6 Paster Terry D. Baum, No Limits Church, applicant – First Reading (Public
7 Hearing) (Steve Noto, Senior Planner)

8
9 The Acting City Attorney read Ordinance No. 1510 by title only on first reading.

10
11 Mr. Noto showed the zoning maps for the subject properties on the overhead. He
12 pointed out two parcels, one zoned C-1 and one zoned R-1A. Both properties are part
13 of the larger holdings of the First Presbyterian Church located at the northwest corner of
14 Wilbur Avenue and North Country Club. The request for the rezoning is to go from C-1
15 and R-1A to DC Downtown Centre.

16
17 Mr. Noto clarified that the church is going to stay. What we have is a unique
18 coordination between the First Presbyterian Church and No Limits Church which is
19 currently located at 390 Longwood-Lake Mary Road. No Limits Church has found
20 themselves in a precarious situation where they are having to vacate their current
21 location in a very quick manner. They have been welcomed by the First Presbyterian
22 Church folks to operate their early learning center from their location at North Country
23 Club and Wilbur. In order for that to happen they have to do the rezoning.

24
25 Mr. Noto said the early learning program would operate in the buildings just to the west
26 abutting the main chapel area. They have already come in for permits for fencing for
27 playground purposes and to keep the kids within the property. They have also
28 submitted interior build-out permits to improve upon the structures behind the main
29 chapel.

30
31 Mr. Noto said they are working with DCF to get their proper licensing. Their current
32 licensing is for 69 students and they are operating with 48, and their current hours of
33 operation are 7:00 A.M. to 6:00 P.M. with the licensing allowing for 6:30 A.M. to 9:00
34 P.M. They are basically taking what they have on Longwood-Lake Mary Road and
35 moving it to the Presbyterian Church.

36
37 Mr. Noto pointed out that the item before the Commission is for the rezoning.

38
39 Mr. Noto had previously mentioned they were on a tight schedule. The Planning &
40 Zoning Board heard this item on June 10th and unanimously recommended approval 4-
41 0. It will not come back to the Commission for second reading until mid-July which is
42 the next scheduled meeting. Until that point we will be working with the applicant in
43 getting some paperwork together so they can provide some information to DCF and get
44 that ball rolling so they can open in August.

1 Mr. Noto said staff has found the request to rezone from C-1 and R-1A to DC does meet
2 code and is compatible with the Comprehensive Plan and recommends approval. He
3 said he and the applicant were available for any questions.

4
5 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1510.

6
7 James Thompson 108 Oaks Court, Sanford, Florida, came forward. He asked how
8 many of them remembered Harriett Boyd.

9
10 Deputy Mayor Duryea asked how they could forget.

11
12 Mr. Thompson said Pastor Terry (Baum) and his church held the funeral service for
13 Harriett Boyd. The coincidence was there. It really wasn't appropriate but he just had
14 to state it.

15
16 Mayor Mealor said Harriett Boyd had more medals for her accomplishments statewide
17 and nationally than most people.

18
19 Robert Dove came forward. He said he was asked by Mr. Omana to come back this
20 week regarding the proactive approach he would like the City to take to regulate the
21 volume of traffic on either street where the church is. It is no secret to those who have
22 ever driven in rush hour traffic down Lake Mary Boulevard that Wilbur Avenue and now
23 the street just north of the church which is where he and his daughter live on West Lake
24 Mary Avenue. This is not 10 or 20 cars but is hundreds of cars in the two-hour span of
25 rush hour in the morning as traffic begins to back up down Country Club at the light.
26 They immediately start to cut through Wilbur as well as his street and then around 5:00
27 (P.M.) to 6:30. Just coming here tonight we had to wait to pull out of our driveway.

28
29 Mr. Dove said if there is a nursery put at the church we are behind that 100% but the
30 City owns a park just on the opposite side of West Lake Mary Avenue down Country
31 Club about three blocks on the left-hand side. The art studio uses that in the summer
32 and a lot of young people are using that park. We've been here since 1998 and have
33 seen a lot of close calls there from young people running behind cars and traffic going
34 too fast. It is a cut through. Traffic begins to back up at this light (Country Club and
35 Lake Mary Boulevard) and as soon as it begins to back up anybody wanting to turn left
36 on Country Club goes down Fifth Street. They either fly down Wilbur. The intersection
37 at Wilbur and Country Club is not an easy intersection to navigate so most people know
38 instead of approaching opposite traffic trying to figure out who goes and who does what
39 they end up taking a left and cutting through our street and we don't leave our house for
40 two hours. If there are young people at this church and young people at this facility they
41 are inevitably going to the park. He pleaded with the City to do something about the
42 traffic on Wilbur and West Lake Mary Avenue.

43
44 Mayor Mealor said a number of them share the concerns. In the budget presented to us
45 last week there was a schedule of resurfacing for certain streets. The residents of
46 Lakeview are experiencing some of the same concerns with cut-through traffic. We are

1 going to look at some type of speed calming. He said he wasn't talking about speed
2 humps but some type of speed calming. If this is successful and they can move forward
3 then we would probably want to do a presence at the park just to remind people to be
4 courteous as they go through a residential area. He said he appreciated Mr. Dove
5 bringing this to their attention. One thing that may make a difference and we are going
6 to monitor it is two meetings ago the Commission approved signalization for West
7 Wilbur and Country Club. It is a difficult intersection to navigate. We believe with some
8 of the improvements it's going to make for a better situation and hopefully signalization
9 coordination.

10
11 Mr. Dove said there were no "No Thru Traffic" signs on either end and you were kind
12 enough to award us those signs years ago. His wife spoke to Chief Bracknell and they
13 have issued an officer sitting at the end of West Lake Mary Avenue. They slow down
14 but the volume is still there.

15
16 Mayor Mealor said it is part of a larger issue and not just Mr. Dove and his street. It is
17 part of a larger concern community-wide. It is time as we start to become more
18 attractive to a number of people that we try to get ahead of this.

19
20 No one else came forward and the public hearing was closed.

21
22 **Motion was made by Commissioner Brender to approve Ordinance No. 1510 on**
23 **first reading, seconded by Commissioner Lucarelli.**

24
25 Commissioner Greene said as Mr. Noto indicated this is simply a rezoning. We have
26 the opportunity before the final product is put together to deal with these issues that
27 were brought up.

28
29 Mayor Mealor said it is important because some of the same issues were brought up at
30 the P&Z meeting. We don't want to do something in isolation although technically that
31 is our charge on this particular item, but as stewards we are looking at the bigger
32 picture.

33
34 **Motion carried by roll-call vote: Deputy Mayor Duryea, Yes; Commissioner**
35 **Greene, Yes; Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Mayor**
36 **Mealor, Yes.**

37
38 C. Resolution No. 940 – Vacate a portion of North First Street, a 24.47-foot wide
39 right-of-way; Station House Apartments, LLC/Justin Sand, applicant (Public
40 Hearing) (Steve Noto, Senior Planner)

41
42 The Acting City Attorney read Resolution No. 940 by title only.

43
44 Mr. Noto said if it is the desire of the Commission the next item on the agenda is related
45 and would combine the presentations. There were no objections from the Board.

1 Mr. Noto showed a snapshot of both items on the overhead. This is a housekeeping
2 item. The applicant, EPOCH Properties, hired a new surveyor and he found additional
3 right-of-way in the First Street area as part of the right-of-way maintenance maps. The
4 area shaded in yellow is the portion of the right-of-way that will be part of the Right-of-
5 Way Use Agreement and the portion shaded in green is the portion that will be vacated.
6 As it relates to the area going into the right-of-way use amendment, it will be combined
7 with the other portion of First Street as part of that long-term lease that has a renewal
8 and then this vacate will be done as any other vacate.

9
10 Mr. Noto noted the applicant was present. He stated staff recommends approval.

11
12 Mr. Noto said the Planning & Zoning Board unanimously recommended approval 5 – 0
13 at their May 27th meeting.

14
15 Deputy Mayor Duryea asked how this fell through the cracks. He asked if this was an
16 afterthought or something being added to the original.

17
18 Mr. Noto said based on communication we received, it appears something fell through
19 the cracks during closing. It is not clear as to whose issue it was but when they brought
20 on that new surveyor it appears he took something else into consideration via the right-
21 of-way maintenance maps. He presented us and EPOCH with Florida Statute
22 information and based upon that we had to move forward to clean this up based on his
23 professional opinion.

24
25 Commissioner Brender said it was his understanding there is a building on that right-of-
26 way.

27
28 Mr. Noto said that was correct.

29
30 Mayor Mealor asked if anyone wanted to speak in reference to Resolution No. 940. No
31 one came forward and the public hearing was closed.

32
33 **Motion was made by Deputy Mayor Duryea to approve Resolution No. 940,**
34 **seconded by Commissioner Brender and motion carried by roll-call vote:**
35 **Commissioner Greene, Yes; Commissioner Lucarelli, Yes; Commissioner**
36 **Brender, Yes; Deputy Mayor Duryea, Yes; Mayor Mealor, Yes.**

37
38 D. Request to amend the Right-of-Way Utilization Agreement for Station House
39 Apartments, LLC to provide for the inclusion of a 24.47-foot wide portion of
40 North First Street Right-of-Way (Steve Noto, Senior Planner)

41
42 This item was presented and discussed under Item C.

43
44 **Motion was made by Commissioner Lucarelli to approve the amendment to the**
45 **Right-of-Way Utilization Agreement for Station House Apartments, LLC, seconded**
46 **by Commissioner Greene and motion carried by roll-call vote: Commissioner**

1 **Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
2 **Commissioner Greene, Yes; Mayor Mealor, Yes.**

3
4 10. Other Items for Commission Action

5
6 There were no items to discuss at this time.

7
8 11. City Manager's Report

9
10 A. Items for Approval

11
12 a. Release of Performance Surety for Enclave at Tuscany Subdivision

13
14 Mr. Omana said the first item is the Release of Performance Surety for Enclave at
15 Tuscany Subdivision. He asked Mr. Schindler to go over the issues pertinent to this
16 item.

17
18 Mr. Schindler said the Planning Board had a long memory of what happened with the
19 Anderson Lane property. This developer had nothing to do with the Anderson Lane
20 property but they had a very long memory and wanted to make sure that it never
21 happened again so they made a condition of approval of the surety. The developer has
22 performed all the required plantings, irrigation, it looks wonderful there and everything is
23 growing. When they had plants die they replaced them with no qualms. Staff supports
24 the return of the surety.

25
26 Mayor Mealor said there is a request to return \$56,300 to Jim Bagley.

27
28 **Motion was made by Deputy Mayor Duryea to return the surety for Enclave at**
29 **Tuscany in the amount of \$56,300 to Jim Bagley, seconded by Commissioner**
30 **Lucarelli and motion carried unanimously.**

31
32 b. SunRail Combined Operational Assistance and Voluntary Cooperation Mutual
33 Aid Agreement

34
35 Mr. Omana said this item involves the Voluntary Cooperation and Mutual Aid
36 Agreement for SunRail involving the law enforcement agencies. The essence of it is
37 jurisdictional cooperation. He asked Chief Bracknell to present further details.

38
39 Chief Bracknell said one of the problems we have been facing is enforcing the laws on
40 the rail and all the cities and properties that touch the rail. About a month ago all the
41 police chiefs and sheriffs in the four counties got together and hammered out this
42 mutual aid agreement which gives a law enforcement officer the authority to take law
43 enforcement action any place that train touches. That will help us protect the citizens.
44 The mutual aid agreement will help other officers if they are in our city. If they see a
45 crime they can effect an arrest. Our State Attorney, whether the crime occurred in
46 Osceola County, will be able to take that to case if he chooses to do so.

1
2 Deputy Mayor Duryea said it says mutual aid but unless we can put injured people on
3 the train and have them shipped down to a hospital, he didn't see it. SunRail doesn't
4 have anything in it.

5
6 Chief Bracknell said this has been a very neglected area as it relates to SunRail. They
7 have not addressed these issues. When we talked about these issues we get "this is
8 not the way we do it up north" or "this isn't how we do it down south". We are not at
9 either one of those locations. Law enforcement had to take the lead on doing this.

10
11 Deputy Mayor Duryea said if a crime occurs during the rushing of the train and it is
12 radioed to any of the police departments that are in this agreement, they would be able
13 to board the train and make the arrest and there are no jurisdictional problems.

14
15 Chief Bracknell said there are no jurisdictional problems but in that agreement it sets the
16 mechanism on how we are going to respond. Let's say a person's iPad was stolen in
17 Lake Mary and they get off in Longwood. The Longwood Police Department can take
18 that report and the citizen can go on their way. Longwood can ship us the report and
19 we can investigate it or we can send an officer up there. It allows the ability to take care
20 of the citizen now as opposed to who do we call—do we call the sheriff, Longwood, is it
21 an Altamonte issue? It's a convenience for our citizens.

22
23 Deputy Mayor Duryea asked if this spilled over to anything but SunRail.

24
25 Chief Bracknell said it was just SunRail.

26
27 Commissioner Brender asked how SunRail was handling security on the train. He
28 asked if it was up to the engineer or foreman on the train. He understood there had
29 been some incidents.

30
31 Chief Bracknell said the activities that are occurring on the train are being monitored
32 and recorded on the train. If something occurs, the engineer radios to their command
33 post and lets them know the issue. We had a disorderly person on the train coming
34 from Sanford. It was a mental issue. He made it to our platform where he was greeted
35 by four police officers. We settled the problem and one of the police officers bought him
36 a ticket back to Sanford.

37
38 Commissioner Greene said the liability issue concerned him.

39
40 Chief Bracknell said it is spelled out in the agreement. If we create a situation, it is our
41 issue and we have to handle it through our normal channels.

42
43 Ms. McKinney said Section 5 addresses that. It says each party is responsible for their
44 own acts or omissions. It also provides that the sovereign immunity Statute 768.28 will
45 apply.

46

1 Commissioner Greene asked Ms. McKinney if she felt as a signing member if there was
2 some type of lawsuit we are not going to get joined in because we signed the mutual aid
3 agreement.

4
5 Ms. McKinney said she could not say for certain that we wouldn't be joined in it but
6 thought we could make a defense that it is not our responsibility and would be the
7 conduct of the agents of that member entity.

8
9 Chief Bracknell said the mutual aid specifically says that we are responsible individually
10 for our acts.

11
12 **Motion was made by Commissioner Brender to authorize the Mayor to execute**
13 **the SunRail Combined Operational Assistance and Voluntary Mutual Aid**
14 **Agreement, seconded by Commissioner Lucarelli and motion carried**
15 **unanimously.**

16
17 B. Items for Information

18
19 Mr. Omana said Mr. Nipe had a special item to present.

20
21 Mr. Nipe said *Orlando Magazine* does an annual "Best Of", i.e. best restaurant, best
22 bar, and best place to go to get married. In 2013 there were three awards given based
23 on the readers' survey. First was Leu Gardens, second was Disney Pavilion, and third
24 was Trinity Church in Downtown Orlando. This year they contacted us. Which others
25 that have been selected aren't in yet but they will be for the August issue, but they have
26 indicated we are coming in at No. 2 in the Metro Orlando area as the best place to get
27 married and as such gave us an award. He passed the award to the Commission for
28 them to see. The Events Center was very well planned and continues to provide
29 excellent customer service. The caterers and everybody does a great job.

30
31 Commissioner Brender said we had the Tri-County League of Cities at the Events
32 Center today and got so many compliments from so many of the members. People
33 after the meeting were walking around oohing and aahing about not only how beautiful it
34 looks but how well it is maintained.

35
36 Commissioner Greene said what Gary (Brender) said is true. The maintenance and
37 keeping that high level is so important and they have done a great job. It was a
38 beautiful building when it was built but if it weren't maintained and kept up it would go
39 down.

40
41 Mayor Mealar extended congratulations and asked Mr. Nipe to communicate their best
42 wishes for a job well done to his entire staff.

43
44 Mr. Omana reminded everyone that the July 3rd meeting was canceled and a budget
45 work session was scheduled for 5:00 P.M. on July 17th prior to the regular meeting.

1 Mr. Omana said all non-emergency offices will be closed on Independence Day. No
2 solid waste or recycling will be picked up on July 4th but Waste Management will have a
3 makeup day on Saturday, July 5th for those customers with a Friday collection day.

4
5 Mr. Omana said to kick off your Fourth of July holiday right by visiting the all-American
6 WineART Wednesday featuring the Daily City.com Food Truck Bazaar on July 2nd from
7 5:00 P.M. to 9:00 P.M. at Central Park. Enjoy local art, stroll, beer and wine garden, live
8 music, and the crowd.

9
10 Mr. Omana said to honor our military, we have the Honor Our Military exhibit at the Lake
11 Mary Historic Museum at 158 North Country Club Road through July 26th. The display
12 focuses on the Civil War and the part that Florida troops played during that conflict.
13 Uniforms, books, antique weapons, and many artifacts from the past will be on display.
14 The museum is open Tuesdays and Saturdays from 10:00 A.M. to 3:00 P.M. and
15 Wednesdays and Thursdays from noon until 8:00 P.M.

16
17 Mr. Omana said the department reports were in the packets.

18
19 12. Mayor and Commissioners Report – 3

20
21 Mayor Mealor had no report at this time.

22
23 Commissioner Greene said he was unable to attend the last meeting due to his father's
24 passing. He thanked everyone for their condolences.

25
26 Commissioner Greene said his report would go back to the opening of the Community
27 Center. He thought they probably talked about it at the last meeting. It is another first-
28 class building. Parks & Recreation and all others responsible for that building should be
29 commended. It is a beautiful building but more importantly we had the opportunity to
30 share our thoughts about Commissioner Allan Plank, the great job he did, the great
31 leader he was, and the great person he was. It was a great time.

32
33 Commissioner Greene said one of our police officers was in Leadership Seminole and
34 was one of the graduates. He thanked Chief Bracknell for allowing our police officers to
35 participate in that program. It was a great opportunity and a lot of graduates. It was also
36 a great luncheon.

37
38 Mayor Mealor said he was taken aback today as he was sitting at the largest turnout
39 they have had for the League of Cities and that building is an incredible facility. He
40 didn't want the community to lose sight of the fact that was brought to bear under
41 Commissioner Greene's leadership and it is so pleasant to have him back so we can
42 acknowledge that.

43
44 Commissioner Lucarelli said we were pleased to honor a couple of Tri-County
45 members. Over the last couple of years we started an advocacy team specifically to go
46 to Tallahassee and advocate for specific items that affected our cities, mostly home

1 rule. They are trying to strip away a lot of home rule. Kathy Till, a former Apopka
2 commissioner, has been hired by the Tri-County to train us. We were like the guinea
3 pig group. We did so well our first year that it has expanded to where she has been
4 hired to train Suncoast and another group near Tampa. We are very proud of the
5 program we started and feel like we were the initiation group. It was great to see Sarah
6 from Kissimmee get the award for home rule for her passion behind what she got
7 through and the same thing with Gary Bruhn. We all worked really hard just being
8 specific in our requests rather than being vague and saying we don't support this. Give
9 specific reasons and data to back up how this impacts your citizens and your city. We
10 have been very effective with it. They have routine fly-ins during session where you're
11 giving expert testimony on something or you have someone from your community giving
12 expert testimony. It has worked out well and we are proud of that program. She was
13 happy to commend them on their awards. It was very well deserved.

14
15 Commissioner Lucarelli said last week she spoke at The Villages which is a transitional
16 home for teens aging out of foster care. She talked to them about stalking and teen
17 dating violence. It was a good talk, just sharing some personal experiences, sitting
18 around the table throwing around questions and answers, and very open and honest. It
19 was really good and knew the kids appreciated it. She said she appreciated it. She
20 thought it had a good impact on them and was happy to be a part of it. She encouraged
21 citizens or otherwise who have some personal experience with something, whether it is
22 dating violence or some other kind of crime, to share that with other communities and
23 people because it does have an impact when you are sharing a personal story with
24 someone. It brings it home, they know you get it and feel their pain. It is a good thing to
25 do and it makes you feel good and blesses you.

26
27 Commissioner Brender said other than attending the Tri-County League meeting today
28 he attended a School Board Facilities Planning Committee. There has been a great
29 deal of discussion about this interlocal agreement that essentially blends or formalizes
30 an agreement between the seven cities, the County, and the County School Board.
31 When we have development issues in Lake Mary we communicate those effectively to
32 the School Board so they can keep a record of what's planned ahead so they can keep
33 ahead of what's needed as far as schools, school buildings, and school additions.

34
35 Commissioner Brender said surrounding that interlocal agreement was a great deal of
36 concern from the cities over a couple of issues and was the reason a couple of cities did
37 not attend the meeting in protest of those items not being addressed. One is a
38 stormwater issue. The Seminole County School Board has decided because it is a
39 government agency it doesn't need to pay stormwater fees that the cities in which they
40 are located operate. It does bring up some interesting questions. If we look across the
41 street we can see they obviously generate stormwater and have an effect on runoff.
42 Them not paying is not a significant issue for the City of Lake Mary monetarily and
43 amounts to about \$7,000 a year, but the City of Sanford is over \$150,000 and the City
44 of Winter Springs over \$100,000 so they are talking about some significant amounts of
45 money. There is no legal or court case being pursued in that particular interlocal
46 problem.

1
2 Commissioner Brender said there is one that is being taken to court now that will affect
3 us in the future and that has to do with trash pickup. The Seminole County School
4 Board decided to contract through their own franchise agreement with a certain waste
5 hauler to pick up from all the schools in the County. That is a problem with Lake Mary,
6 Winter Springs and Sanford that have their own franchise agreements with waste
7 haulers. One of the things we guarantee in our agreement is all the waste in the City
8 will be picked up by our franchised hauler. It puts us in a position where we could have
9 a legal problem with our hauler. The City of Winter Springs is battling that out right now
10 in a court of appeals to see how the appeals court is going to rule on that. There are
11 some precedent cases but the City of Winter Springs is going to pursue it to the end.
12 That is going to be something to watch because it does directly affect what results we
13 have as we go through our waste franchise agreement.

14
15 Deputy Mayor Duryea asked if we were calling the new Community Center anything
16 other than the new Community Center.

17
18 Mr. Nipe said as of right now it is the Lake Mary Community Center.

19
20 Deputy Mayor Duryea asked if we were getting a lot of calls to use it.

21
22 Mr. Nipe answered affirmatively. We had our soft opening on May 1st and our grand
23 opening on May 22nd but we ramped up our marketing events prior to that. We are over
24 30 rentals on the books so far and four are weddings, nine family reunions, and another
25 couple dozen general parties. We also have summer camp and are about at our max
26 every week. We have an agreement with the Zumba instructor. We have yoga, martial
27 arts, and an art class coming beginning next week. Rentals are constantly coming in.
28 He said he had given a couple of tours and his staff is constantly busy on the phone or
29 giving tours. We envision at some point to be busier than the Events Center. He
30 thought it was very successful at this point.

31
32 13. City Attorney

33
34 Ms. McKinney reported on a bill that passed this recent legislative session. There are
35 two items that would be pertinent to you all. One is ethics training and the other is about
36 voting and abstentions. This is Senate Bill 846. One part amended Florida Statute
37 112.3142 which is the required ethics training for municipal officers. The new section of
38 the law is going to require all elected municipal officers to complete four hours of ethics
39 training each calendar year beginning January 2015. That ethics training is going to
40 focus on the code of ethics for public officers and employees and also public records
41 and public meeting laws. This requirement can be satisfied through a continuing legal
42 education class or other professional educational class, seminar or presentation on
43 those required subjects. We will keep you advised as more opportunities arise for that
44 training.

45

1 Ms. McKinney said the second item is about abstention from voting in quasi-judicial
2 proceedings. It was previously recommended that there are certain cases where
3 members should abstain from voting if there is a conflict or the appearance of a conflict.
4 The new language is if the official decision, ruling or act occurs in the context of a quasi-
5 judicial proceeding, a member may abstain from voting on such matter if the abstention
6 is to assure that a fair proceeding free from potential bias or prejudice will occur. She
7 said this is vague and they may have questions from time to time as to what would fall
8 within that category. That is for quasi-judicial proceedings and you “may” abstain. It is
9 not a “shall”.

10
11 Commissioner Brender said there are 300 or 400 cities in Florida. Assuming there is an
12 average of five to six people that is 3,000 people that are going to have to go through
13 four hours of training. He assumed the legislators in Tallahassee would also go through
14 four hours of training.

15
16 Ms. McKinney said it was already required that constitutional officers go through the
17 training.

18
19 Commissioner Brender said the legislators don’t have to. He asked if they had
20 addressed who is going to be giving these courses and where they are going to give
21 them.

22
23 Ms. McKinney said she thought they would be hearing more about that as those
24 courses are developed in advance of that January 1 start date.

25
26 14. Adjournment

27
28 There being no further business the meeting adjourned at 8:00 P.M.

29
30
31
32
33 _____
34 David J. Mealor, Mayor

35
36
37 _____
38 Mary Campbell, Deputy City Clerk

39
40
41 ATTEST:

42 _____
Carol A. Foster, City Clerk



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

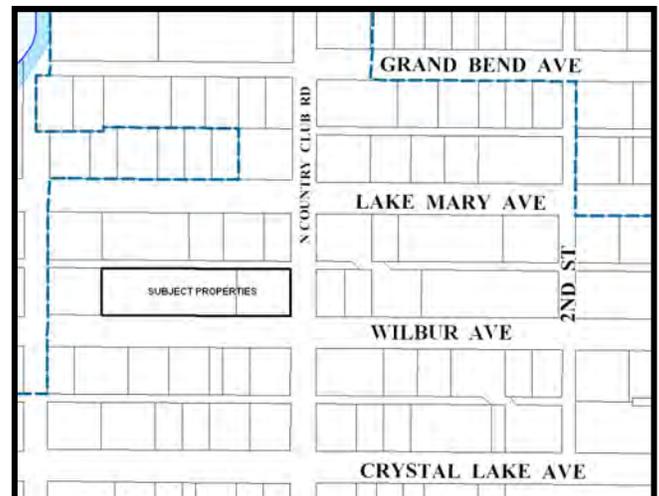
VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1510 - Rezone property at 128 W. Wilbur Ave. from C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre; Pastor Terry D. Baum, No Limits Church, applicant - Second Reading (Public Hearing) (Steve Noto, Senior Planner)

REFERENCE: City Code of Ordinances and Comprehensive Plan.

COORDINATION: Development Review Committee.

REQUEST: The applicant is requesting approval to rezone the subject from C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre. The applicant intends to work with the First Presbyterian Church to open a day care center.



DISCUSSION:

Location: The subject property, located at 128 W. Wilbur Ave, currently operates as the First Presbyterian Church of Lake Mary. That use will continue. No Limits Church, which is currently located at 390 Longwood Lake Mary Rd., has to move their facilities to another location. Until a final location is found, the two churches are working together so that No Limits Church may continue to operate their Early Learning Center program. The day care facility would operate in the buildings to the west of the church. The overall student capacity is determined by DCF (current licensing is 69 students, they are operating with 48); hours of operation are 7:00am to 6:00pm (current licensing allows for 6:30am to 9:00pm). It is important to note that the rezoning of the subject property is what is under review, not the operational design of the day care.

The lots to be rezoned are 23-36 of Block 21 of the Crystal Lake Winter Homes plat.

Zoning			Future Land Use		
NW R-1A	N R-1A	NE R-1A	NW DDD	N DDD	NE DDD
W R-1A	SITE C-1/R-1A	E Seminol e County	W DDD	SITE DDD	E DDD
SW DC/ R-1A	S C-1/R-1A	SE C-1	SW DDD	S DDD	SE DDD

CRITERIA FOR REZONING:

Need: The applicant proposes to rezone the property for future subdivision into 8 single-family residential lots.

- A. **Justification:** Currently, the subject property is zoned a combination of C-1, General Commercial, and R-1A, Residential. While child care centers are a permitted use within the C-1 zoning district, they are not within R-1A. Additionally, as this is an expansion of use within the Downtown, the City has been

consistent with requiring property owners to rezone to DC, Downtown Centre.

By rezoning to DC, the property owners have a larger number of uses available in the event they decide to redevelop. However, until that time occurs, churches and day care centers are permitted within the DC zoning district.

- B. Effect of Change In and Around Area:** The subject property falls within the Downtown Development District boundary and abuts parcels with Downtown Development District (DDD) future land use. There are commercial uses to the east, and southeast. The subject property currently operates as a church, and while a learning center does not currently operate there, such a use is considered to be ancillary to churches.
- C. Amount of Similar Zoned Land and Comparable Undeveloped Land in Area:** Within the entire city, less than 5% of all parcels are designated as DC.
- D. Relationship to Comprehensive Plan:** The Future Land Use (FLU) designation of the subject property is DDD (Downtown Development District), which is consistent with the proposed DC (Downtown Center) zoning district.

Table GOP-1 “Future Land Use/Zoning Compatibility Chart” indicates that the DC zoning district is compatible with the Future Land Use designation of DDD.

Compatibility to City Code: The requested DC zoning district is compatible with the City’s Code of Ordinances.

FINDINGS OF FACT: The above findings of fact A through D are determined to provide support for the request to rezone the subject property from C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre, by establishing consistency and compatibility.

LEGAL DESCRIPTION:

LOTS 23 TO 32 BLK 21 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG 115 & 08-20-30-5AL-2100-0050 LOTS 5 6 7 8 9 10 & W ½ OF LOT 11 BLK 21 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG 115

AND

LEG LOTS 33 TO 36 BLK 21 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG 115

PLANNING AND ZONING BOARD: At their regular June 10, 2014 meeting, the Planning and Zoning Board voted unanimously, 4-0, to recommend approval of proposed rezoning of C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre.

ATTACHMENTS:

- Ordinance No. 1510
- Location Map
- Land Use Map
- Zoning Map
- Aerial
- June 10, 2014 Planning & Zoning Board Synopsis

Z:\commdev\staff reports\Rezoning\2014-RZ-04 No Limits Church First Presbyterian Church CC.doc

ORDINANCE NO. 1510

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE CITY OF LAKE MARY OFFICIAL ZONING MAP BY REZONING CERTAIN PROPERTY WITHIN THE CITY OF LAKE MARY, CONSISTING OF +/- 1.23 ACRES, LOCATED AT THE NORTHWEST CORNER OF NORTH COUNTRY CLUB ROAD AND WILBUR AVENUE, MORE FULLY DESCRIBED HEREIN, FROM THE PRESENT ZONING CLASSIFICATIONS OF C-1, GENERAL COMMERCIAL, AND R-1A, RESIDENTIAL, TO DC, DOWNTOWN CENTRE, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the No Limits Church, applicant, has petitioned to rezone the properties located at the north west corner of North Country Club Road and West Wilbur Avenue, within the City of Lake Mary, Florida, which is currently in a zoning district of C-1, General Commercial, and R-1A, Residential, and has a Future Land Use designation of DDD, Downtown Development District, in the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and that it promotes the health and general welfare of the citizens of Lake Mary, Florida, to rezone the above described subject property to DC, Downtown Centre; and

WHEREAS, the proposed DC zoning district is compatible with the DDD land use designation; and

WHEREAS, at their regular June 10, 2014 meeting, the City of Lake Mary Planning and Zoning Board voted unanimously to recommend the proposed DC 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 zoning classification of C-1, General Commercial, and R-1A, Residential: SEE ATTACHMENT "A".

Section 2. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

Section 3. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason, held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid or inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of

circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

Section 4. Conflicts. This Ordinance shall not be construed to have the effect of repealing any existing Ordinances concerning the subject matter of this Ordinance, but the regulations herein shall be supplemental and cumulative; however, in the case of a direct conflict with a provision or provisions of any existing Ordinance the provision which is more restrictive and imposes higher standards or requirements shall govern.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 17th day of July, 2014

FIRST READING: June 19, 2014

SECOND READING: July 17, 2014

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

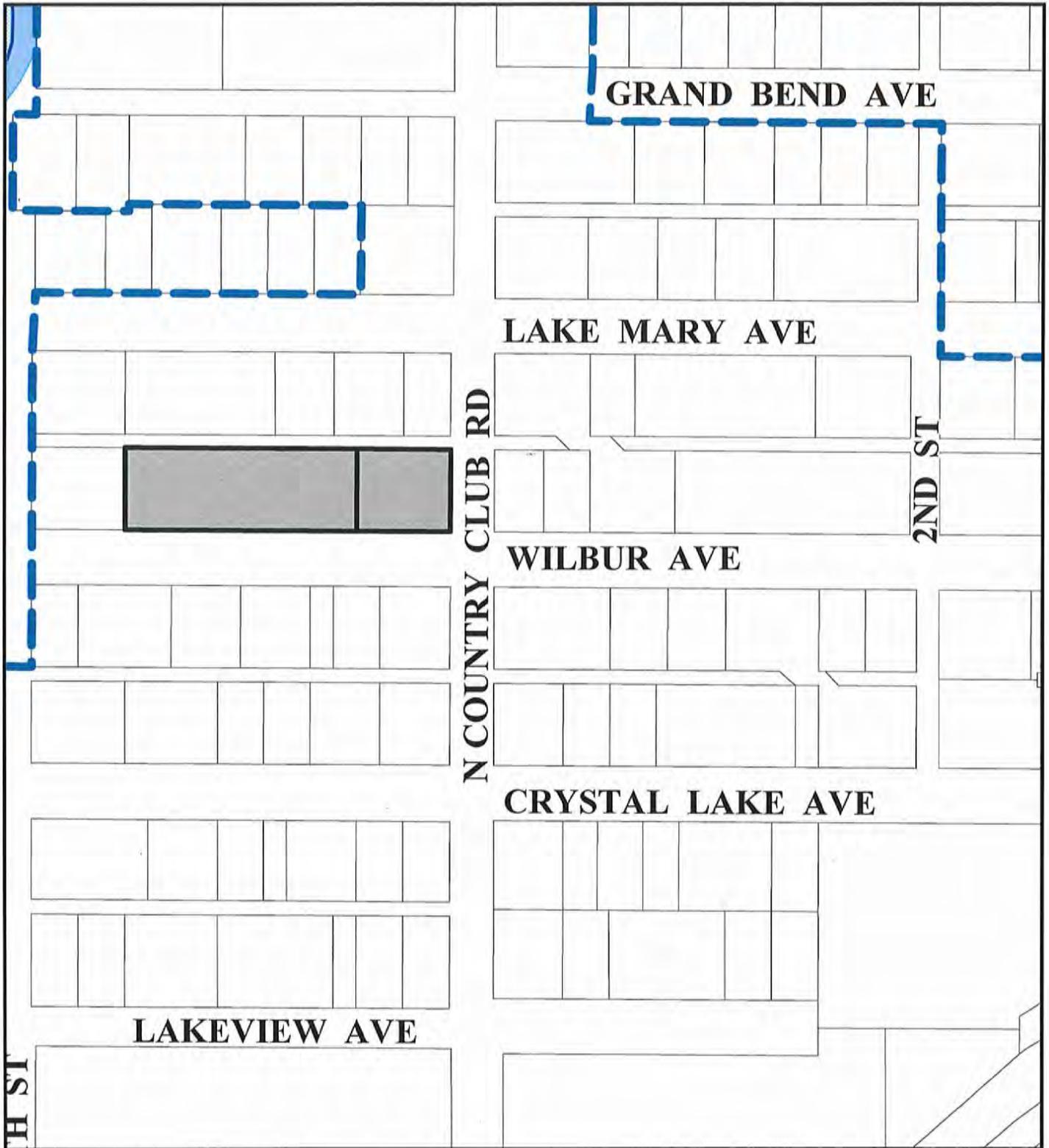
CATHERINE D. REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"
LEGAL DESCRIPTION

LOTS 23 TO 32 BLK 21 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG 115 &
08-20-30-5AL-2100-0050 LOTS 5 6 7 8 9 10 & W ½ OF LOT 11 BLK 21 CRYSTAL
LAKE WINTER HOMES SUBD PB 2 PG 115

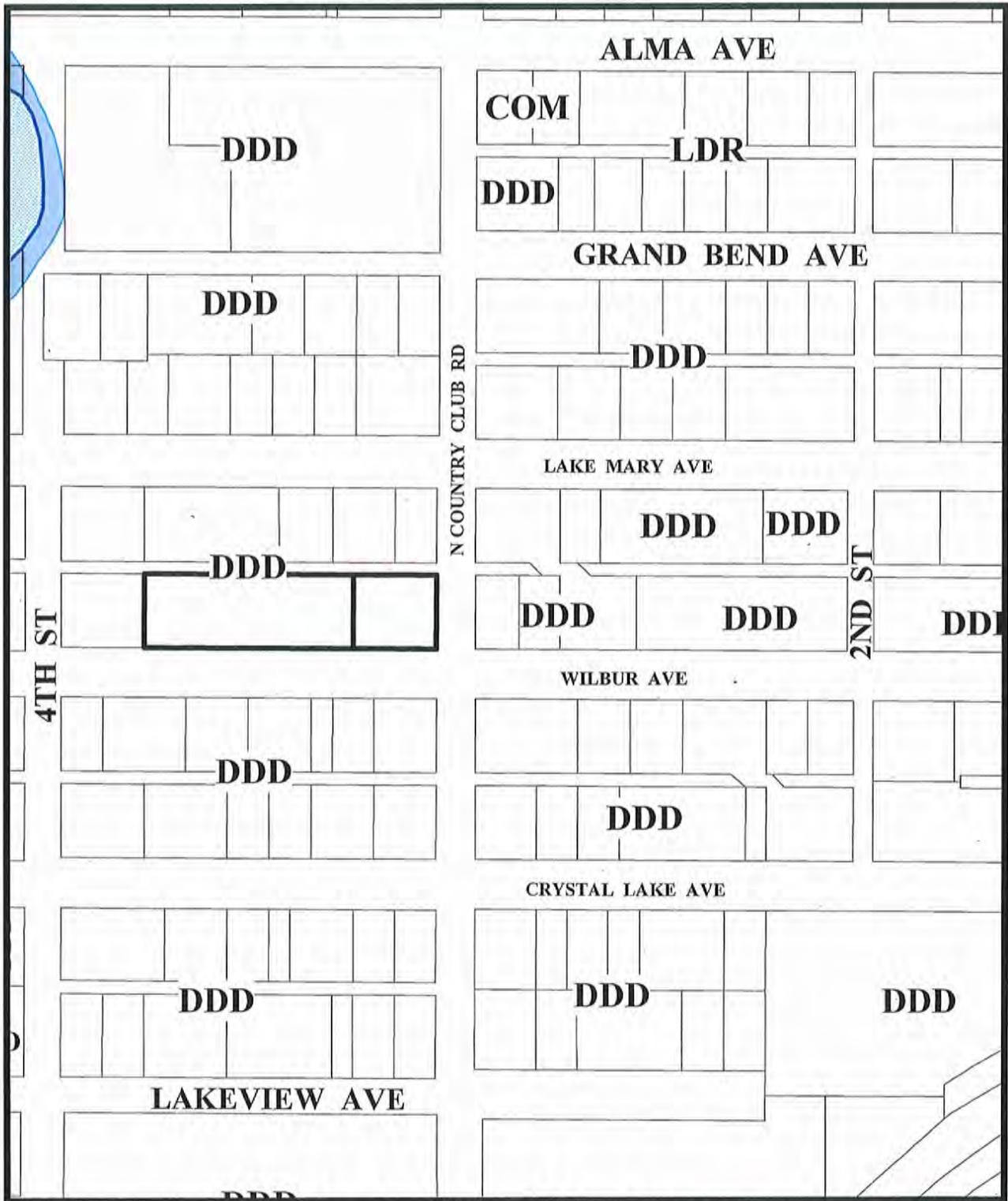
AND

LEG LOTS 33 TO 36 BLK 21 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG
115



LOCATION MAP
128 W. Wilbur Ave.



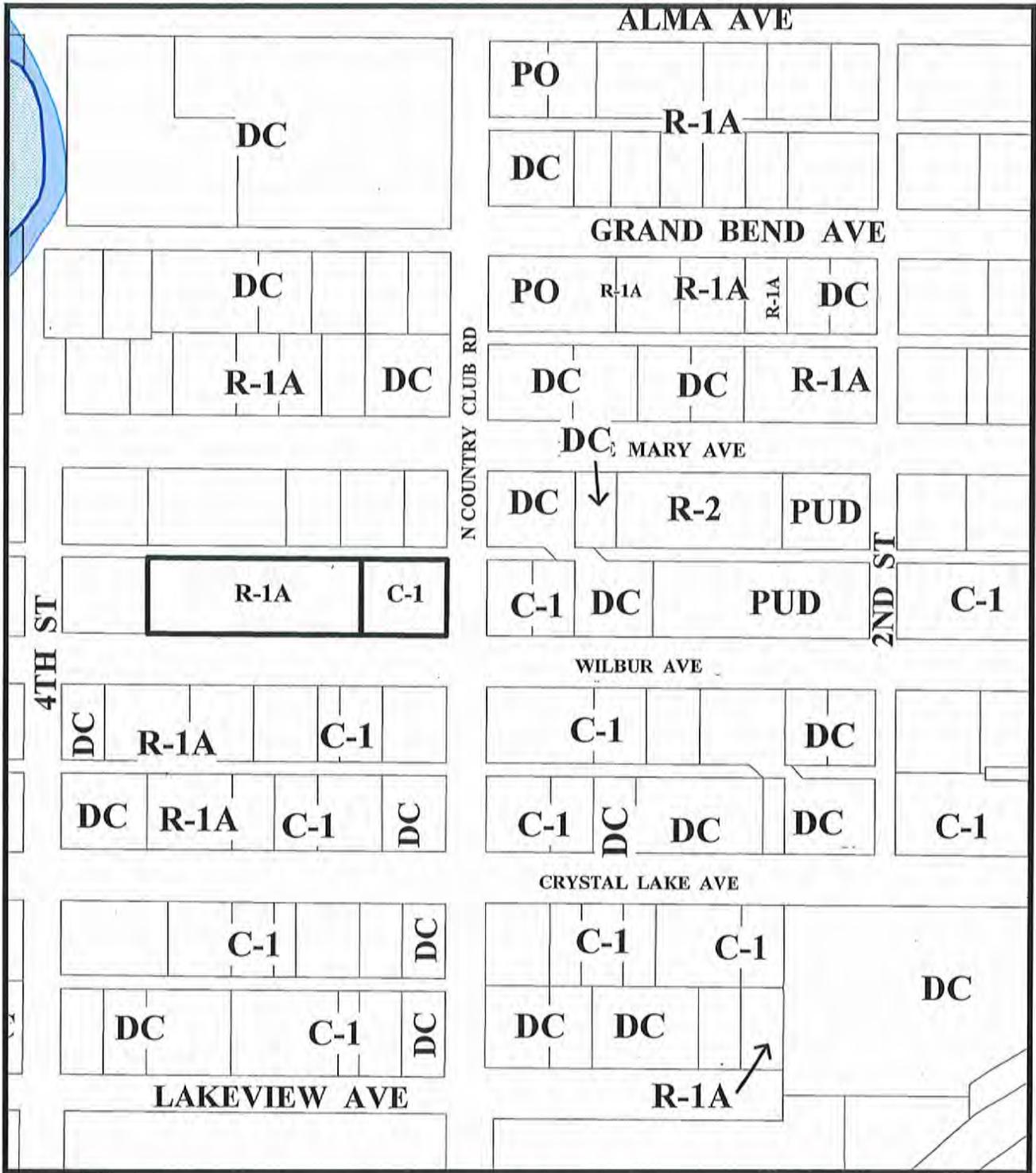


Future Land Use Map



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





Zoning Map



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





N Country Club Rd

W Wilbur Ave

115

123

128

208

115

119

107

147



190

- B. 2014-RZ-04: Recommendation to the City Commission concerning a rezoning from C-1 (General Commercial) and R-1A (Residential) to DC (Downtown Centre) for First Presbyterian Daycare, property located at 128 W. Wilbur Avenue, Lake Mary, Florida; Applicant: No Limits Church/ Pastor Terry Baum (Public Hearing)

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by No Limits Church/ Pastor Terry Baum concerning a rezoning from C-1 (General Commercial) and R-1A (Residential) to DC (Downtown Centre) for First Presbyterian Daycare, property located at 128 W. Wilbur Avenue, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report. Member York seconded the motion, which carried unanimously 4-0.



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Memorandum of Understanding for Use of Facilities in an Emergency
(Jackie Sova, City Manager)

The attached Memorandum of Understanding between Seminole County, the School Board, and each of the seven cities in Seminole County, will basically solidify a "handshake" agreement to use each other's commission chambers during times of emergency. This will allow us to quickly and effectively move our elected officials or committee meetings from a City Hall to another City Hall or County Chamber in the event of disaster.

Mr. Alan Harris, Seminole County's Emergency Manager, will be present at your meeting to answer any questions you may have.

RECOMMENDATION:

Request Commission authorize Mayor to execute Memorandum of Understanding for Use of Facilities in an Emergency.

Attachment

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY, SCHOOL BOARD OF SEMINOLE COUNTY,
AND THE CITIES OF ALTAMONTE SPRINGS, CASSELBERRY,
LAKE MARY, LONGWOOD, OVIEDO, SANFORD AND WINTER SPRINGS
FOR USE OF FACILITIES IN AN EMERGENCY**

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered by and between SEMINOLE COUNTY, a Charter County and political subdivision of the State of Florida; the SCHOOL BOARD OF SEMINOLE COUNTY, a political subdivision of the State of Florida; and the CITIES of ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD, and WINTER SPRINGS, all Florida municipal corporations, which entities are the parties to this MOU.

WITNESSETH:

WHEREAS, the subject of this MOU is for the parties to establish county-wide meeting services for their elected and appointed commissions and boards to hold meetings across city and county borders in an effort to provide continuity of operations for elected officials, commissions, and boards during times of disaster; and

WHEREAS, elected and appointed commissions and boards must continue to meet, set policy, and operate after a disaster or during times of damage to the regularly scheduled meeting location; and

WHEREAS, damage can occur to the facility and infrastructure used for regularly scheduled meeting locations; and

WHEREAS, Chapter 252, Florida Statutes (2013), directs the use of personnel, resources, and equipment to facilitate response and recovery efforts for local jurisdictions; and

WHEREAS, each City is obligated to request assistance through the County Emergency Management Office if damage and citizens needs meets thresholds for Presidential Disaster Declaration; and

WHEREAS, meetings of elected and appointed commissions and boards are paramount to obtain assistance and to set policy; and

WHEREAS, some parties may not be affected by an individual disaster and other parties may require the assistance from a neighboring party or SEMINOLE COUNTY,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, SEMINOLE COUNTY, SCHOOL BOARD OF SEMINOLE COUNTY, and the CITIES of ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD, and WINTER SPRINGS, all intending to be legally bound, hereby agree as follows:

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

Section 2. Emergency Use of Facilities.

(a) SEMINOLE COUNTY, SCHOOL BOARD OF SEMINOLE COUNTY, and the CITIES of ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD, and WINTER SPRINGS shall work together to offer space and information technology infrastructure to allow meetings of their respective elected officials, commissions and boards to continue in the event of an official local, state or federal declaration of disaster or emergency affecting one or more of the parties. Such declaration of emergency includes a Governor Declared State of Emergency or a local State of Emergency as these terms are defined in Section 72.3 of the Seminole County Code (2014).

(b) It will be the responsibility of the respective board, commission, or committee holding a meeting to notify the public of the change of location of the meeting.

(c) SEMINOLE COUNTY agrees to serve as the coordinator of agencies and jurisdictions to provide damage information on the normal meeting space of elected officials, commissions and boards within Seminole County to the State of Florida and the Federal government, and to request Presidential Disaster Declarations through standard damage assessment reporting procedures.

(d) The party that has requested use of another party's facility will be responsible for making certain all materials are returned to their original location after the meeting takes place. Any cleaning or trash collection will be the responsibility of the party requesting the meeting place. Otherwise, this MOU does not create any obligation for any party to this agreement to reimburse or compensate another party for any costs or expenses associated with the cooperative activities undertaken pursuant to this MOU.

(e) All parties agree to work cooperatively with all other parties to collect, validate, and provide space in their respective commission or board chambers to allow all elected and appointed commission and board meetings to continue.

(f) All parties agree to provide resources to any affected party when disaster is localized in one area of the County, such as in the event of a tornado, wildfire, or airplane crash.

(g) Any party conducting a meeting outside of its own facility shall conduct the meeting according to applicable law.

Section 3. Participation in Similar Activities. This MOU in no way restricts SEMINOLE COUNTY from participating in similar activities with other public or private

agencies, organizations, and individuals. SEMINOLE COUNTY shall communicate and coordinate all activities with each other party to this MOU.

Section 4. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 5. Indemnification. Each party is solely responsible to third parties with whom they may contract in carrying out the terms of this MOU, and shall hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2013), as this statute may be amended from time to time.

Section 6. Contacts. SEMINOLE COUNTY, SEMINOLE COUNTY SCHOOL BOARD, and the CITIES of ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD, and WINTER SPRINGS shall furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU and each party shall keep all other parties informed of any subsequent changes to this information as provided in Section 7 below.

Section 7. Notice. Any notice delivered with respect to this AGREEMENT must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other

person as the party may have specified by written notice to the other party delivered in according to this provision:

As to SEMINOLE COUNTY:

County Manager
Seminole County Services Building
1101 East 1st Street
Sanford, FL 32771

As to SCHOOL BOARD OF SEMINOLE COUNTY:

Superintendent
Education Support Center
400 East Lake Mary Boulevard
Sanford, FL 32773

As to ALTAMONTE SPRINGS, FLORIDA

City Manager
225 Newburyport Avenue
Altamonte Springs, FL 32701

As to CASSELBERRY, FLORIDA

City Manager
95 Triplet Lake Drive,
Casselberry, Florida 32707

As to LAKE MARY, FLORIDA

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

As to LONGWOOD, FLORIDA

City Manager
175 West Warren Avenue
Longwood, Florida 32750

As to OVIEDO, FLORIDA

City Manager
400 Alexandria Boulevard
Oviedo, Florida 32765

As to SANFORD, FLORIDA

City Manager
300 North Park Avenue
Sanford, Florida 32771

As to WINTER SPRINGS, FLORIDA

City Manager
1126 East State Road 434
Winter Springs, Florida 32708

Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 10. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2013), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2013), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 12. Public Records Law.

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2013), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2013), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2013), with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2013), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

Section 13. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

Section 14. Effective Date and Term. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years from the Effective Date, unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

[Balance of this page intentionally left blank; signatory pages follow.]

IN WITNESS THEREOF, SEMINOLE COUNTY, SEMINOLE COUNTY SCHOOL BOARD, and the CITIES of ALTAMONTE SPRINGS, CASSELBERRY, LAKE MARY, LONGWOOD, OVIEDO, SANFORD, and WINTER SPRINGS, has caused this MOU to be executed, said MOU to become effective and operative with the fixing of the last signature hereto.

ATTEST:

CITY OF ALTAMONTE SPRINGS

Erin O'Donnell, City Clerk

By: _____
Pat Bates, Mayor

James A. ("Skip") Fowler
City Attorney

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF CASSELBERRY

Donna G. Gardner, City Clerk

By: _____
Charlene Glancy, Mayor

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF LAKE MARY

Carol A. Foster, City Clerk

By: _____
David J. Mealor, Mayor

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF LONGWOOD

Michelle Longo, City Clerk

By: _____
Robert Cortes, Mayor

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF OVIEDO

Barbara Barbour, City Clerk

By: _____
Dominic Persampiere, Mayor

Date: _____

Approved as to form and
legality

Lonnie Groot, City Attorney

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF SANFORD

Cynthia Porter, City Clerk

By: _____
Jeff Triplett, Mayor

Date: _____

Approved as to form and
legality

William L. Colbert, City Attorney

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

CITY OF WINTER SPRINGS

Andrea Lorenzo-Luaces, City Clerk

By: _____
Charles Lacey, Mayor

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

ATTEST:

THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA

Dr. Walt Griffin, Superintendent

By: _____
Karen Almond, Chairman

Date: _____

Date: _____

[Balance of this page intentionally left blank; signatory pages continue.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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 _____,
2014, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
06/17/14

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MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1511 - Rezone property at 3112 W. Lake Mary Boulevard from RCE (Rural Country Estates) to PO (Professional Office); Linn Engineering/Chad Linn, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)

APPLICANT: Larry Holbrook, agent for the owner.

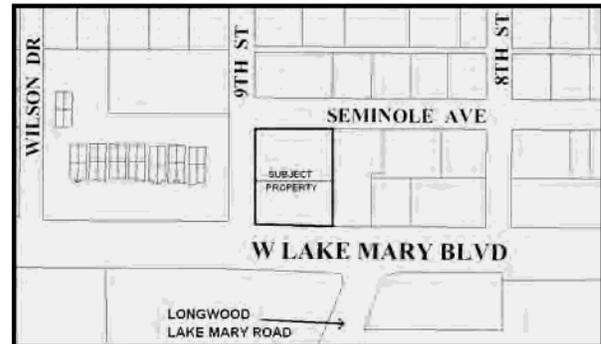
REFERENCE: City Code of Ordinances and Comprehensive Plan.

COORDINATION: Development Review Committee.

REQUEST: The applicant requests approval of the PO zoning designation for two properties located at 3112 W. Lake Mary Boulevard. The subject properties have the Seminole County Parcel ID numbers of 08-20-30-503-4700-00J0 & 08-20-30-503-4700-00A0.

DISCUSSION:

Location: The subject properties are located on the NE corner of West Lake Mary Boulevard and the unopened 9th Street right-of-way. Currently, the subject properties are sandwiched between PO zoned office developments to the east and west.



History: Historically, the subject properties were used for a combination of residential and agricultural activities. The subject property has an Office land use designation.

Zoning

NW A-1	N R-1AA	NE R-1AA
W PO	SITE RCE	E R -1AA & PO
SW A-1	S A-1	SE C-1

Land Use

NW LDR	N LDR	NE LDR
W OFF	SITE OFF	E OFF
SW RCOM	S RCOM	SE RCOM

CRITERIA FOR REZONING:

Need: The applicant proposes to rezone the property for office use.

- A. Justification:** Per Table GOP-1 of the Future Land Use Element of the City’s Comprehensive Plan, the existing RCE zoning classification is not compatible with the existing Office land use designation. The proposed PO zoning is compatible with the Office land use designation. Additionally, the City has a long standing policy of promoting office uses along the north side of Lake Mary Boulevard. The proposed PO zoning classification is necessary to achieve this goal.
- B. Effect of Change In and Around Area:** The proposed PO zoning is compatible with the surrounding uses.
- C. Amount of Similar Zoned Land and Comparable Undeveloped Land in Area:** Between Wilson Drive to the west and 8th Street to the east, the subject properties are the only properties along Lake Mary Boulevard that are not zoned PO.
- D. Relationship to Comprehensive Plan:** The Future Land Use (FLU) designation of the subject property is OFF (Office), which is consistent with the proposed PO (Professional Office) zoning district.

Compatibility to City Code: The requested PO zoning district is compatible with the City’s Comprehensive Plan & the Code of Ordinances.

FINDINGS OF FACT: The above referenced findings of fact A through D are determined to support the requested rezoning of the subject property from RCE, Rural Country Estate, to PO, Professional Office, by establishing consistency and compatibility.

PLANNING AND ZONING BOARD: At their regular June 10, 2014 meeting, the P&Z voted 4 to 0 to recommend approval of the requested PO zoning.

LEGAL DESCRIPTION: LOTS A, B, C, & D & ALL VACATED ALLEY ADJ ON S BLK 47 AMENDED PLAT CRYSTAL LAKE SHORES, PB 6, PG, 18 OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA

&

LOTS J, K, L & M (LESS ROAD ON S) BLK 47 NORTH RANCHES SEC 7 PB 13, PG 3, OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA

ATTACHMENTS:

- Ordinance
- Location Map
- Land Use Map
- Zoning Map
- Aerial
- P & Z Minutes

ORDINANCE NO. 1511

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE CITY OF LAKE MARY OFFICIAL ZONING MAP BY REZONING CERTAIN PROPERTY WITHIN THE CITY OF LAKE MARY, CONSISTING OF +/- 1.08 ACRES, LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST LAKE MARY BOULEVARD AND THE UNOPENED 9TH STREET RIGHT-OF-WAY, MORE FULLY DESCRIBED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF RCE, RURAL COUNTRY ESTATE, TO PO, PROFESSIONAL OFFICE, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Mr. Larry Holbrook of Premier Management, applicant, has petitioned to rezone the properties located on the northeast corner of West Lake Mary Boulevard and the unopened 9th Street ROW, within the City of Lake Mary, Florida, which is currently in a zoning district of RCE, Rural Country Estate, and has a Future Land Use designation of OFF, Office, in the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and that it promotes the health and general welfare of the citizens of Lake Mary, Florida, to rezone the above described subject property to PO, Professional Office; and

WHEREAS, the proposed PO zoning district is compatible with the Office land use designation; and

WHEREAS, at their regular June 10, 2014 meeting, the City of Lake Mary Planning and Zoning Board voted unanimously to recommend the proposed PO 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 zoning classification of RCE, Rural Country Estate, to PO, Professional Office: SEE ATTACHMENT "A".

Section 2. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

Section 3. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason, held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid or inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

Section 4. Conflicts. This Ordinance shall not be construed to have the effect of repealing any existing Ordinances concerning the subject matter of this Ordinance, but the regulations herein shall be supplemental and cumulative; however, in the case of a direct conflict with a provision or provisions of any existing Ordinance the provision which is more restrictive and imposes higher standards or requirements shall govern.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 7th day of August, 2014

FIRST READING: July 17, 2014

SECOND READING: August 7, 2014

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

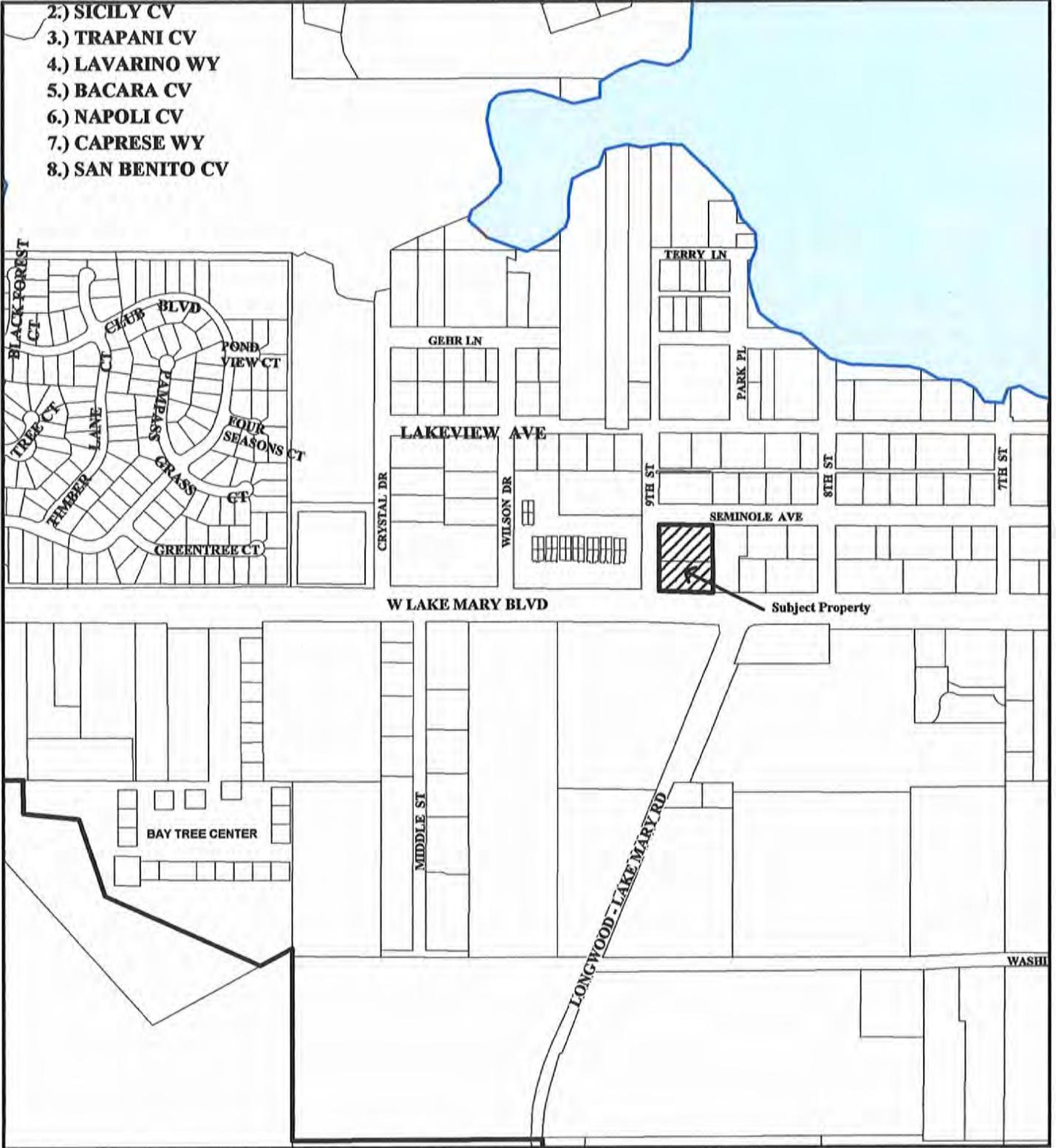
CATHERINE D. REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"
LEGAL DESCRIPTION

THE SOUTH 899.84 FEET OF THE NORTH 924.84 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA. LESS AND EXCEPT THAT CERTAIN TRUSTEE'S DEED TO SEMINOLE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGE 341, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

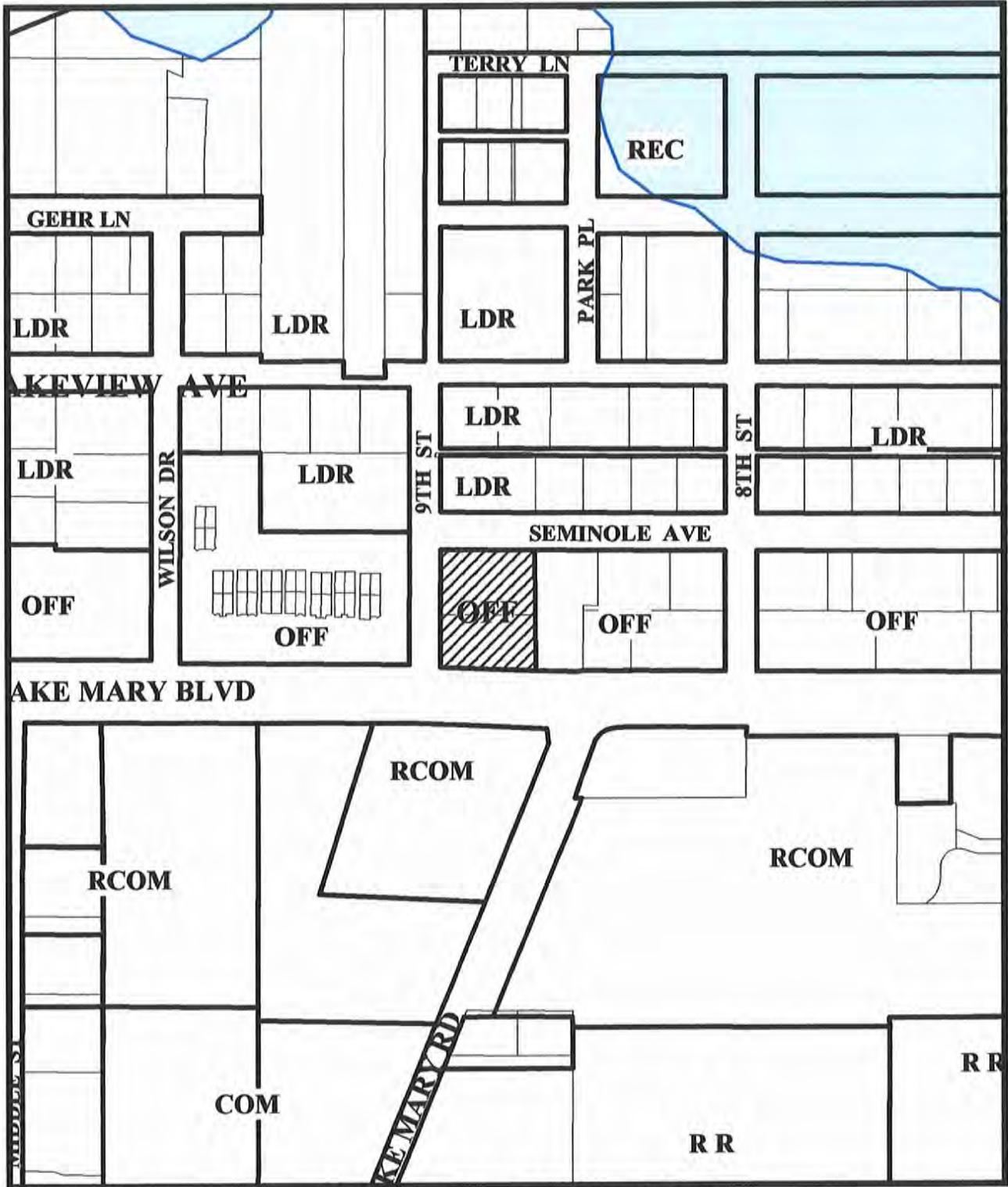
A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID SECTION 15; THENCE NORTH $89^{\circ}36'35''$, WEST ALONG THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 1,316.65 FEET; THENCE SOUTH $00^{\circ}41'40''$ WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}41'40''$ WEST, A DISTANCE OF 18.20 FEET; THENCE NORTH $89^{\circ}56'53''$ WEST, A DISTANCE OF 658.40 FEET; THENCE NORTH $00^{\circ}40'42''$ EAST, A DISTANCE OF 22.09 FEET; THENCE SOUTH $89^{\circ}36'35''$ EAST, A DISTANCE OF 658.38 FEET TO THE POINT OF BEGINNING.

- 2.) SICILY CV
- 3.) TRAPANI CV
- 4.) LAVARINO WY
- 5.) BACARA CV
- 6.) NAPOLI CV
- 7.) CAPRESE WY
- 8.) SAN BENITO CV



Location Map 3112 W. Lake Mary Blvd.

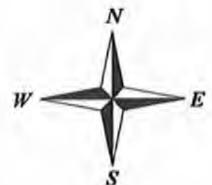


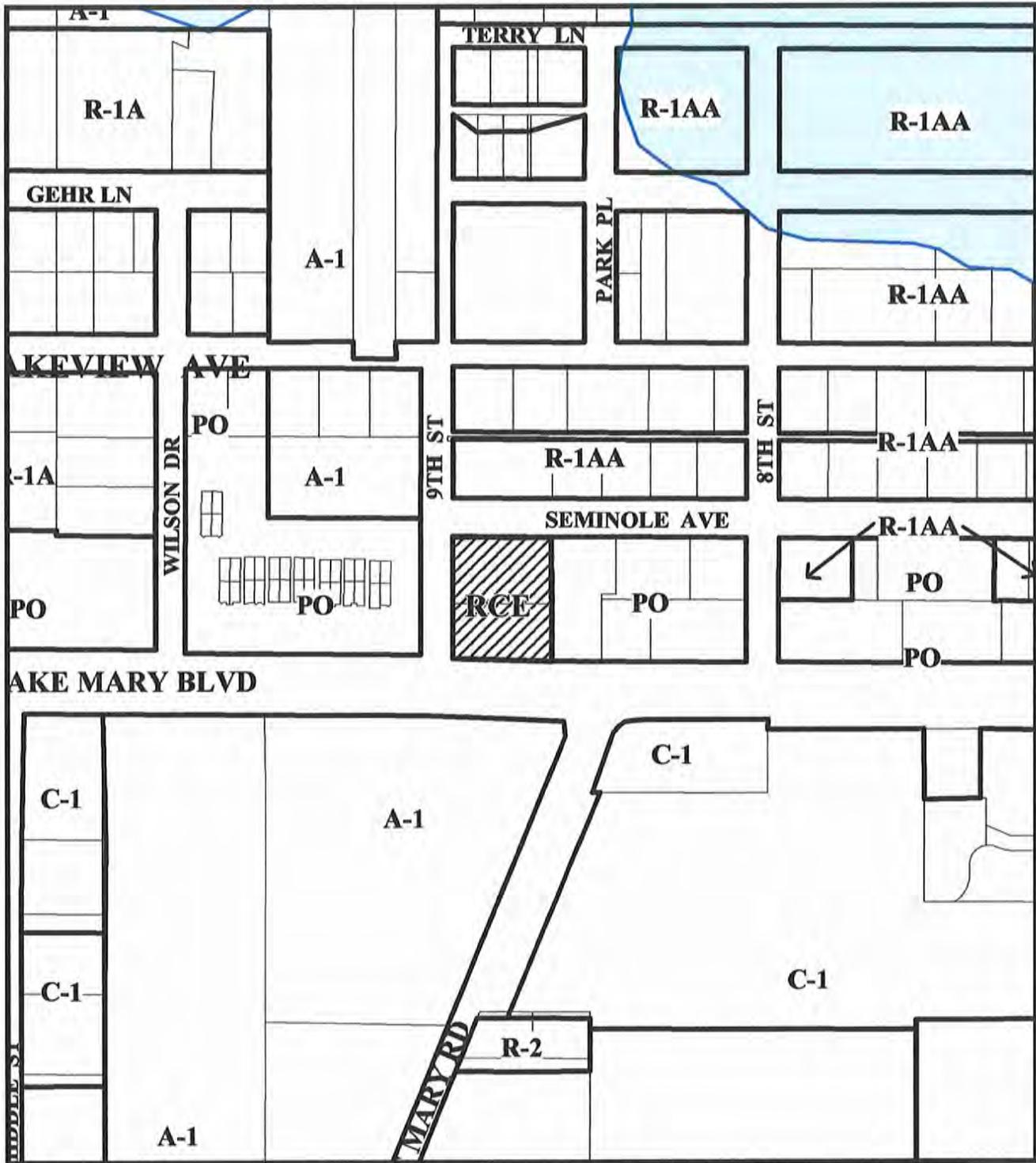


Future Land Use Map



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





Zoning Map

LEGEND

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





9th Street

Seminole Ave.

W. Lake Mary Blvd.



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It is noted there was no citizen participation and Chairman Hawkins closed that portion.

It is also noted that the P&Z Public Participation Process (see attached) was not read aloud by Chairman Hawkins.

VII. Old Business

None

VIII. New Business

A. **2014-RZ-03**: Recommendation to the City Commission concerning a rezoning from RCE (Rural Country Estates) to PO (Professional Office) for Premier Management, property located at 3112 W. Lake Mary Boulevard, Lake Mary, Florida; Applicant: Linn Engineering/Chad Linn (Public Hearing)

Gary Schindler, City Planner, presented Item A. and the related Staff Report. He said, if it pleases the Planning and Zoning Board, I'd like to do two things. One, I'd like to, first of all, address the issue of the rezoning. Secondly, I would like to take a moment to talk about the development of the property. We do not have formal plans yet, but I think I can sum up some of the issues that people are concerned about, and that way when we do come back, they will then know what to expect when it comes back as a Site Plan.

Mr. Schindler put a colored aerial photo attached to the Staff Report on the overhead projector.

Mr. Schindler stated, this is a rezoning for property located at 3112 W. Lake Mary Boulevard. This is property located just to the west – well, first of all, it's on the north side of Lake Mary Boulevard just to the west of the intersection of Longwood-Lake Mary Road and Lake Mary Boulevard. The underlying land use of this property is Office. It's been Office land use for a long time. It was zoned RCE before I ever came, and I can only anticipate that the zoning was done in order to legalize or to legitimize the fact that Ms. Boyd – this is Harriet Boyd's property – kept chickens because RCE does allow for chickens. Now, RCE is not necessarily compatible with Office land use, but it was felt that in the long run the use would change and then it would go to PO zoning, which is what is happening now.

Mr. Schindler said that staff has looked at the four rezoning criteria for the rezoning. He stated, the Office land use was established along the north side of Lake Mary Boulevard to encourage the adaptive reuse of the properties and the

1 structures along there. And it's worked quite efficiently. A number of the homes
2 have been turned into offices. Some of the homes have been demolished and
3 offices built. And this is what the City's intent was. So, in light of this, the four
4 rezoning criteria, A. through D. listed in the Staff Report, are determined to
5 support the requested rezoning of the subject property from RCE (Rural Country
6 Estates) to PO (Professional Office) by establishing consistency and
7 compatibility.

8
9 Mr. Schindler concluded his presentation by discussing development of the
10 property. He zoomed out a little bit more on the colored aerial on the overhead
11 projector. He said, to the north, we have Seminole Avenue. To the west, we
12 have an unopened 9th Street right of way. Here is Lake Mary Boulevard
13 (indicating to overhead projector). Here is the intersection of Longwood-Lake
14 Mary Road (indicating to overhead projector). This is Professional Office here
15 (indicating to overhead projector). The Applicant, Mr. Holbrook, has a long-
16 established business that's been in Primera for years. He is proposing to come –
17 he is a contract purchaser – he asked Mr. Holbrook, I don't think you have
18 purchased the property yet; have you?

19
20 Larry Holbrook, seated in the audience, answered, no.

21
22 Mr. Schindler stated, okay. He is the contract purchaser and he plans to build a
23 one-story office building here (indicating to overhead projector). His business is
24 property management. His employees manage the HOAs for the residents.
25 Now, we have a long-established policy of no commercial driveways from
26 Seminole Avenue, and I can assure you that when the Site Plan comes in, there
27 will be no access to this property from Seminole Avenue. On the north side of
28 Seminole Avenue, we have residences and we intend to protect the integrity of
29 the residential development along Seminole Avenue. Also, there is a b
30 landscape buffer along the north property line that is 25' average width. It
31 includes a lot of landscaping and includes either a 4-foot-high brick wall or a 3-
32 foot-high berm and 2-foot-high plantings. It's up to the Applicant, but there will be
33 actually a visual barrier between the building and the properties to the north.

34
35 Mr. Schindler said, one of the things we are going to do is we are going to have
36 the driveway to this property off of 9th Street right of way. Now, that does not
37 mean – and I can assure you that 9th Street will not be opened all the way to
38 Seminole Avenue. It will be open only to the north side of the driveway into this
39 property. Once again, it will not connect to Seminole Avenue. So, once again,
40 we are protecting the residential neighborhood to the north. Also, there will be –
41 we are going to push for cross-access between the subject property and the
42 professional offices to the east.

1 Chairman Hawkins questioned, is the City going to vacate that part of 9th Street?
2

3 Mr. Schindler responded, no, we have no plans to vacate. The City Commission
4 has said they do not wish to vacate properties, rights of way, unless there is an
5 economic development benefit to the City. At this point, we are simply requiring
6 the Applicant to develop 9th Street right of way to the City's cross-section, to the
7 north side of the driveway, and it will not – once again, it will not go to Seminole
8 Avenue. We do not want – we are trying/wanting to avoid another driveway
9 directly onto Lake Mary Boulevard because of the conflicts; therefore, we want
10 the driveway to be as far away from the intersection as possible, and by using 9th
11 Street right of way, we can achieve that.

12 Chairman Hawkins asked, are we going to place a physical barrier at the north
13 end of 9th Street?
14

15 Mr. Schindler replied, the thing is full of trees. There are physical barriers there
16 today.
17

18 Chairman Hawkins stated, okay. Good.
19

20 Mr. Schindler said, if we have to, we will, but the trees should be a sufficient,
21 physical barrier.
22

23 Member Schofield questioned, how much of 9th Street from West Lake Mary
24 Boulevard – how far back are you talking about developing?
25

26 Mr. Schindler answered, at this point, until they come in with a Site Plan, I can't
27 tell you, but it is anticipated that the parking lot will probably be at the south part
28 of the property with the building in the more middle part. So, I don't anticipate
29 that 9th Street is going to be open too far because the farther it goes back, the
30 more it cost the developer to develop 9th Street right of way.
31

32 Member Schofield asked, and with regards to opening up 9th Street for that small
33 portion, how close is that in relation to the property to the west where that turn
34 lane is?
35

36 Mr. Schindler responded, it's very close.
37

38 Chairman Hawkins stated, you can see there right above the W on – you can see
39 the turn lane right there (indicating to overhead projector).
40

41 Member Schofield questioned, do you know if the City has any plans to widen or
42 extend that turn lane or make it longer, or is it going to stay as is?
43

1 Mr. Schindler replied, this is something that we are going to be looking into.
2 Now, if it was simply an intersection of a driveway and Lake Mary Boulevard,
3 there would be a requirement for a turn lane. Generally, when you open a street,
4 there is not. But that is not hard and fast. We are going to be looking into it
5 when they come in with a Site Plan.
6

7 Member Schofield said, the only reason I ask is because it appears that the turn
8 lane starts before you get to 9th Street to turn into that property.
9

10 Mr. Schindler stated, yes, it does. And the City has been very adamant about
11 driveways on Lake Mary Boulevard having decel lanes. The County is less
12 stringent in their requirement, but the City has informed all developers as to the
13 need for a decel lane.
14

15 Chairman Hawkins requested the Applicant come forward and address the
16 Board.
17

18 Chad Linn, Applicant Representative/engineer for the project, 3840 St. Johns
19 Parkway, Sanford, Florida, came forward in favor of the proposed rezoning. He
20 introduced Larry Holbrook to the Board.
21

22 Larry Holbrook, 286 Via Siena Lane, Lake Mary, Florida 32746, said that he and
23 his wife, Gina, own Premier Management.
24

25 Chairman Hawkins asked Mr. Holbrook if he had anything further to add to Mr.
26 Schindler's comments.
27

28 Mr. Linn answered, to address your comments, the drive aisle is going to go back
29 to the main drive that runs across the face of the property. The front setback, I
30 believe, is like 25', then we have a 20-foot row of parking, and then the drive
31 aisle. So, we are actually just going to go back, butt into that, and run straight
32 across. I don't think Gary mentioned that we are coordinating with the neighbor
33 too to get a cross-connection to the east, the dentist's office, because there is an
34 easement provided, existing today, so we are coordinating that also. And those
35 will just line up. It will be a straight shot straight across.
36

37 Juan (John) A. Omana, Jr., Community Development Director, announced that
38 both rezonings this evening are quasi-judicial in nature; that a Quasi-Judicial
39 Sign-In Sheet (see attached) was located at the back of the chambers for any
40 interested party to sign in order to be kept abreast of these matters.
41

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

1 **MOTION:**

2
3 **Member Schofield moved to recommend approval to the City Commission**
4 **the request by Linn Engineering/Chad Linn concerning a rezoning from RCE**
5 **(Rural Country Estates) to PO (Professional Office) for Premier Management,**
6 **property located at 3112 W. Lake Mary Boulevard, Lake Mary, Florida,**
7 **consistent with staff's Findings of Fact listed in the Staff Report. Member**
8 **Miller seconded the motion, which carried unanimously 4-0.**

9
10 Mr. Omana announced this item will move forward to the City Commission's July
11 cycle.

12
13 B. 2014-RZ-04: Recommendation to the City Commission concerning a rezoning
14 from C-1 (General Commercial) and R-1A (Residential) to DC (Downtown
15 Centre) for First Presbyterian Daycare, property located at 128 W. Wilbur
16 Avenue, Lake Mary, Florida; Applicant: No Limits Church/ Pastor Terry Baum
17 (Public Hearing)

18
19 Stephen Noto, Senior Planner, presented Item B. and the related Staff Report. A
20 colored aerial that is attached to the Staff Report was on the overhead projector.
21 He stated, we have a unique item before you this evening. Not so much the
22 rezone but why the rezone is occurring. The First Presbyterian Church exists at
23 the northwest corner of N. Country Club Road and W. Wilbur Avenue. The two
24 parcels that we're talking about this evening are outlined in yellow. The church
25 owns more property than that, but these are the only two that are a part of this
26 request. The No Limits Church has been operating out of a building at 390
27 Longwood-Lake Mary Road for a number of years and they have run into a
28 situation where they have to leave the building and move on to a different facility
29 and they have a very, very short time to do so. So, having said that, they have
30 reached out to First Presbyterian Church in order to continue operating their
31 daycare operations. You can see behind the church that there are about 3,000-
32 4,000 square feet worth of space in these buildings to the west of the main
33 chapel area. The No Limits Church operation is looking to operate their daycare
34 facility in those out buildings. Like I said, it's their early learning center program
35 that's currently operating at their facility at 390 Longwood-Lake Mary Road, but
36 due to the amount of time they have to move out of the building, which is not
37 much, they are working with the First Presbyterian Church to operate there.

38
39 Mr. Noto said, the properties already have Downtown Development District land
40 use. This property is within the Downtown – let me put up a different map here
41 (puts document entitled Future Land Use Map attached to the Staff Report on the
42 overhead projector). You can see all the DDDs all over the place. This is within
43 the boundaries of the Downtown. Everybody knows what's happening in the

QUASI-JUDICIAL SIGN-IN SHEET

6/10, 2014
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: July 17, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

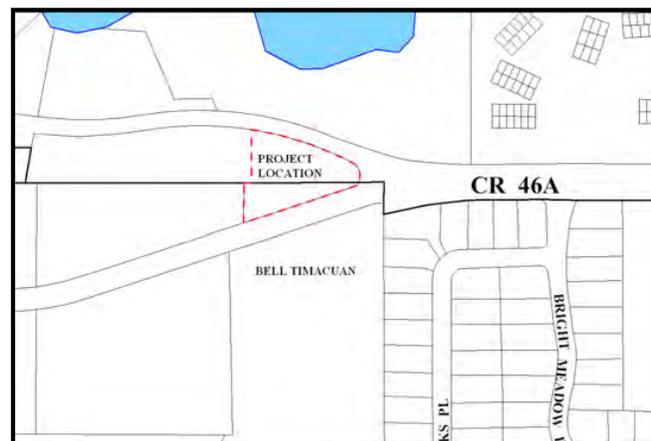
VIA: Jackie Sova, City Manager

SUBJECT: Request for Site Plan with Variances approval for 7-Eleven, 4955 County Road 46A; Interplan, LLC/Stuart Anderson or Heather Johnston, applicant (Public Hearing) (Steve Noto, Senior Planner)

APPLICANT: Interplan, LLC.

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

REQUEST: The applicant requests site plan approval, with variances, for the construction of a 7-Eleven gas station. The site will consist of a 3,117 sq. ft. convenience store and gas canopy with six gas pump stations. A portion of the site is located within the City of Sanford; therefore, only a portion of the site is to comply with City of Lake Mary site design standards. This is discussed further within the body of this staff report.



HISTORY: The site has been vacant for several years, and has been primarily used for agricultural uses. In 2009, the property owner rezoned the City of Lake Mary section of the property to C-2, Commercial District. A Future Land Use amendment from Public/Semi-Public to Commercial was also processed. The purpose of the amendments was to allow for a convenience store/gas station.

Additionally, a voluntary developer’s agreement was entered into to further regulate uses and signage, among other things.

Similar amendments were processed concurrently within the City of Sanford to allow for same.

DISCUSSION:

Location: The entire project area is approximately 1.38 acres. Of that, .59 acres is within the City of Lake Mary, and .79 acres is within the City of Sanford. The Oaklawn Funeral Home is located to the west, and the Bell Timacuan apartments are located to the south. County Road 46A eastbound and westbound lanes are adjacent to the property.

Zoning

NW City of Sanford	N City of Sanford	NE City of Sanford
W A1	SITE C2	E CR46A
SW A1	S PUD	SE R1A

Future Land Use

NW City of Sanford	N City of Sanford	NE City of Sanford
W PUB/SEMI PUB	SITE COM	E CR46A
SW PUB/SEMI PUB	S HDR	SE LDR

Project Description: The applicant is proposing to construct one 3,117 sq. ft. convenience store, a six pump gas canopy, and ancillary improvements, in order to operate a 7-Eleven. The entire convenience store building is located within the City of Sanford, as well as approximately 75% of the gas canopy. Due to the location of the convenience store, the parking requirements for the site are dictated by the City of Sanford Code of Ordinances. From a building permits perspective, any improvement to be built within the City of Sanford will be permitted by Sanford, and any improvement to be built within the City of Lake Mary will be permitted by Lake Mary.

Access: The applicant will be providing turn lanes on CR 46A at both entry points onto the site. A sidewalk will be provided along the perimeter of the site. In coordination with Seminole County, two crosswalk sections have been provided for pedestrians to have safer crossing paths across both 46A eastbound and westbound.

Landscaping and Tree Protection: There are no historic trees on site. The applicant has requested variances from the required west and south buffers. The variance requests are outlined further, below.

Open Space: The subject property meets the open space requirement of Policy 3.1 of the City’s Recreation & Open Space Element in the Comprehensive Plan. The site plan shows a total of 49% open space.

Site Lighting: The proposed lighting within the City meets City code.

Signage: The applicant has proposed amendments to the previously approved Voluntary Commitment Agreement that would allow for two monument signs to be placed within the project limits. This would allow for drivers going in both directions to see what the price of gas is. These are low profile signs that are architecturally consistent with the convenience store building. Additional information is provided within the developer's agreement amendment staff report, and as an attachment to this staff report.

Stormwater Management: A dry pond is proposed at the southwestern corner of the project site, within the City of Lake Mary. Due to the unique site layout, and to avoid impacting the flood plain to the west, a retaining wall is required for a portion of the pond. A variance has been requested for the length of the wall, which is outlined further, below.

REQUESTED VARIANCE: The applicant has applied for a variance to the following sections of the Code described below:

1. *Chapter 155, Appendix C, Section 4 (c) - A variance to allow a retaining wall to be 51% of the circumference of the dry bottom retention pond, a variance of 18% (Note: Total circumference is 285'. 33% is 94.05'; requested length is 145').*

The applicant is justifying the variance request through the following hardships:

- Unique shape and topography of the site;
- Avoiding encroachment into the adjacent flood plain.

Variance Criteria (Section 154.06):

In making a recommendation regarding the requested variance, the Planning and Zoning Board shall determine that all the following criteria have been met:

CRITERIA No. 1:	
<i>That a special condition and circumstance exists which is peculiar to the land, structures, or subdivision improvements involved, and which are not applicable to other lands, structures, or required improvements; and</i>	
FINDINGS OF FACT No. 1:	
Criteria met?	The site is bisected by County Road 46A, as well as having a U-Turn lane at the eastern edge of the site, creating a unique triple-frontage scenario. Additionally, there is a flood plain area at the SW corner of the subject site and the adjacent property, which cannot be built within. Because of these factors, and the other requirements of developing the site, the applicant was left with little choice on locating the retention pond in the proposed location and providing a retaining wall that would not impact the flood plain.
YES	

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant; and

FINDINGS OF FACT No. 2:

Criteria met?	The surrounding transportation network, site geometry, topography, and environmental characteristics are not a result of the applicant.
YES	

CRITERIA No. 3:

That granting the variance requested would not confer on the applicant any special privilege that is denied by the provisions of this section to other lands, structures, or required improvements under similar conditions. No pre-existing conditions on neighboring lands which are contrary to the provisions of the section shall be considered grounds for the issuance of variances; and

FINDINGS OF FACT No. 3:

Criteria met?	Granting the applicant the ability to construct the retaining wall as proposed would not confer any special privileges. The surrounding transportation network, the property's unique geometry, topography, and environmental characteristics, have created a scenario unique to the applicant.
YES	

CRITERIA No. 4:

That literal interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other properties with similar conditions; and

FINDINGS OF FACT No. 4:

Criteria met?	Literal interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other properties with similar conditions.
YES	

CRITERIA No. 5:

That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or other improvements; and

FINDINGS OF FACT No. 5:

Criteria met?	The requested variance is the minimum required to make reasonable use of the property under the current future land use and zoning categories.
YES	

CRITERIA No. 6:	
<i>That the granting of the variance will be in harmony with the general intent and purpose of the ordinance will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.</i>	
FINDINGS OF FACT No. 6:	
Criteria met?	The granting of the variance is in harmony with the general intent and purpose of the ordinance. It would allow for the safe construction of a retention pond that would not impact the neighboring flood plain.
YES	

FINDINGS OF FACT No. 7: Staff finds that the applicant has met all of the criteria as stated above to grant the requested variance.

LANDSCAPE VARIANCES: The criteria for variances from landscaping are contained in Section 157.10, which reads, the City Commission may waive various provisions of Section 157.04-.07 if the general intent and purpose of the district is maintained. The basis for waiving these provisions includes but is not limited to:

- The existing land use and zoning classification of surrounding properties are inconsistent.
- The existing zoning classification and future land use designation of surrounding properties are inconsistent.
- There is an unusual site size, location or configuration.

On the basis of unusual site size, location, or configuration, the applicant has applied for the following variances from Section 157.04:

1. *West Landscape Buffer – Section 157.04 (F)(4)*
 - a. *A variance of 5’ from the required 60’ wide landscape buffer, a variance of 15 canopy trees from the required 16, and a variance from the requirement to provide a six-foot high brick wall along the west property boundary.*

2. *South Landscape Buffer – Section 157.04 (F)(7)*
 - a. *A variance of 9’ from the required 35’ wide landscape buffer, and a variance of 15 canopy trees from the required 24.*

Landscape Variance Analysis – The variance criteria: “Unusual site size, location, or configuration” provides support for this request. As mentioned previously in this report, the subject property has triple frontage on CR46A.

Additionally, the adjacent property to the west is encumbered with a flood plain area and wetlands, leaving the potential for development very low. There are also existing trees and plantings adjacent to the SW corner of the subject property that will not be disturbed as part of this development.

Due to the geometry and topography of the site, the landscape buffer widths cannot be maintained throughout the western and southern buffers due to the infrastructure needed to construct the site in a practical and safe manner.

FINDINGS OF FACT:

Variations – Staff finds that requested variations meet the criteria as stated above. The variations are as follows:

Landscape Variations

1. *West Landscape Buffer – Section 157.04 (F)(4)*
 - a. *A variation of 5' from the required 60' wide landscape buffer, a variation of 15 canopy trees from the required 16, and a variation from the requirement to provide a six-foot high brick wall along the west property boundary.*

2. *South Landscape Buffer – Section 157.04 (F)(7)*
 - a. *A variation of 9' from the required 35' wide landscape buffer, and a variation of 15 canopy trees from the required 24.*

FINDING OF FACT: Staff finds that the request for Site Plan approval, with variations, for a 7-Eleven to be located at 4955 County Road 46A is consistent with the Lake Mary Code of Ordinances and Comprehensive Plan and recommends approval with the following conditions:

1. The site construction plans shall be updated as follows:
 - a. The cover sheet shall accurately state the landscape variation requests;
 - b. Sheet L-1 shall accurately state the landscape requested and provided.
2. Prior to the issuance of a site construction permit, the applicant shall comply with any remaining DRC comments from the Seminole County Health Department.

PLANNING AND ZONING BOARD: At their regular June 24, 2014 meeting, the Planning and Zoning Board voted, 4-1, to recommended approval of proposed site plan with variations, with the following conditions:

1. The site construction plans shall be updated as follows:
 - a. The cover sheet shall accurately state the landscape variation requests;
 - b. Sheet L-1 shall accurately state the landscape requested and provided.
2. Prior to the issuance of a Site Construction Permit, the Applicant shall comply with any remaining DRC comments from the Seminole County Health Department.

3. Planning and Zoning Board recommends that both pedestrian intersections be equipped exactly like the one on International Parkway between the Westin hotel and Publix and that there be adequate lighting at those locations.

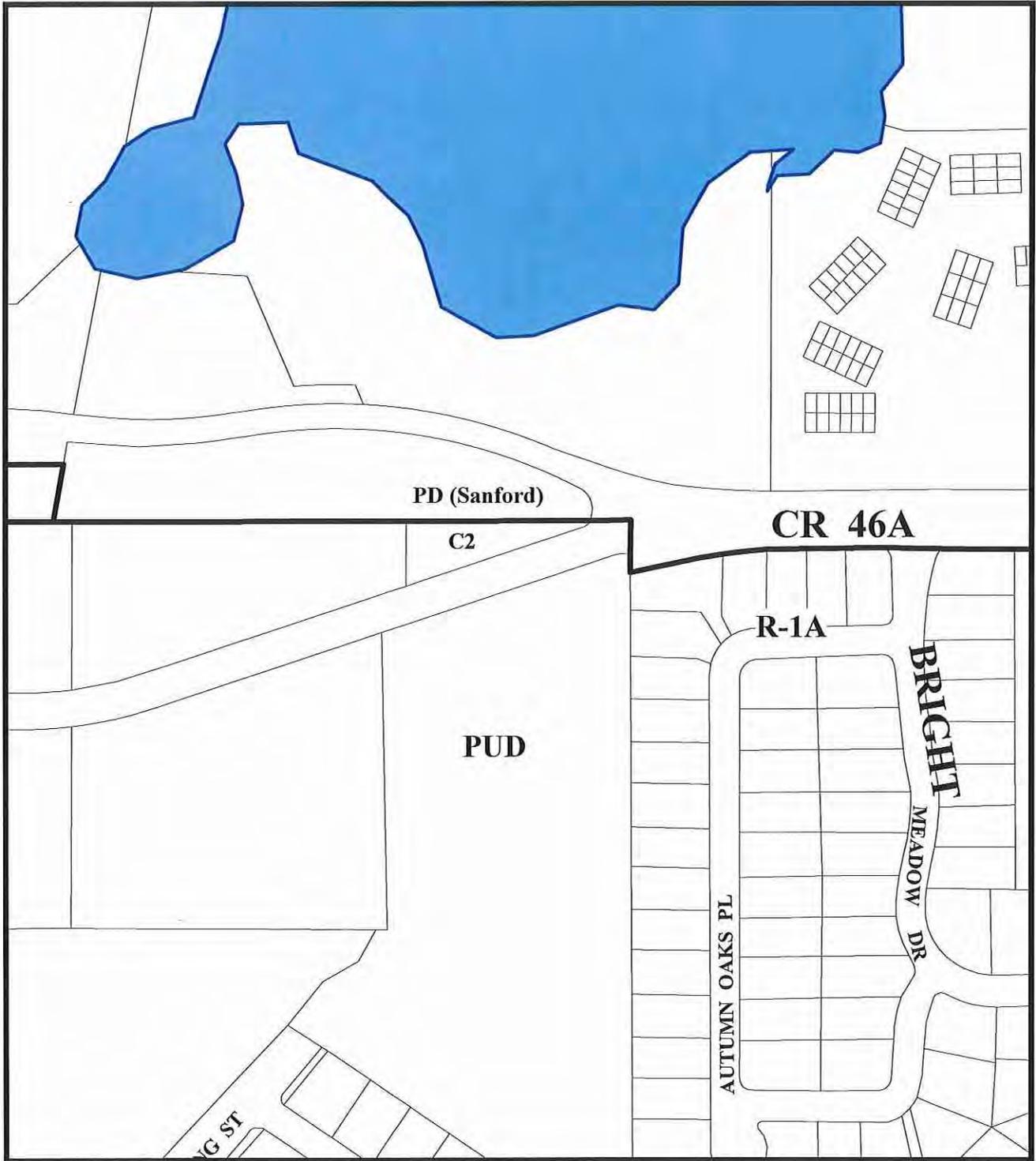
ATTACHMENTS:

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Map
- Site Plan
- Building Elevations
- Conceptual Drawings of Monument Signage
- June 24, 2014 Planning & Zoning Board Minutes



Location Map 4955 CR 46A

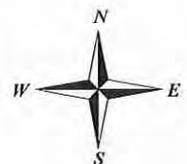


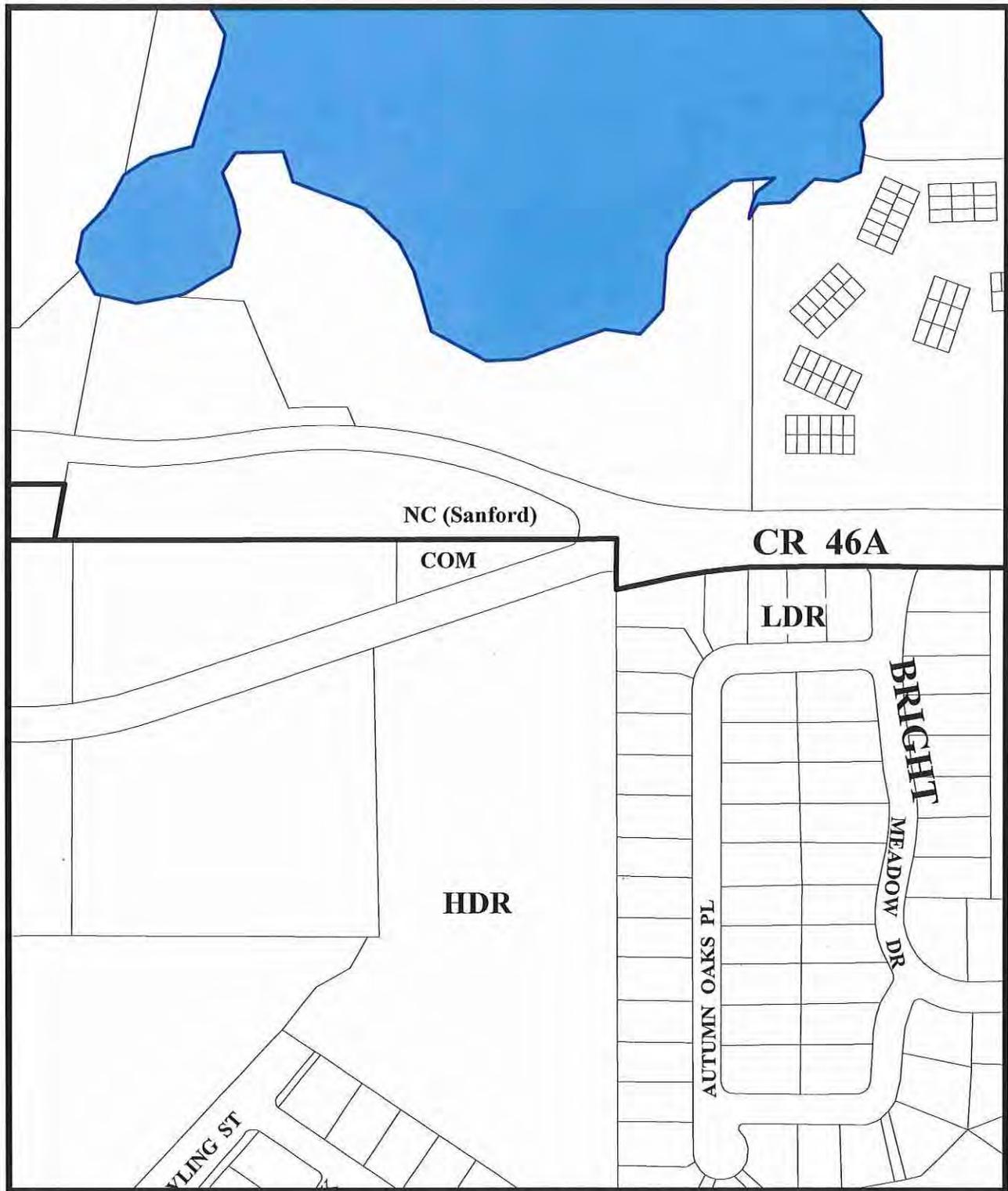


Zoning Map



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
						SC PUD	Sem. Cnty PUD



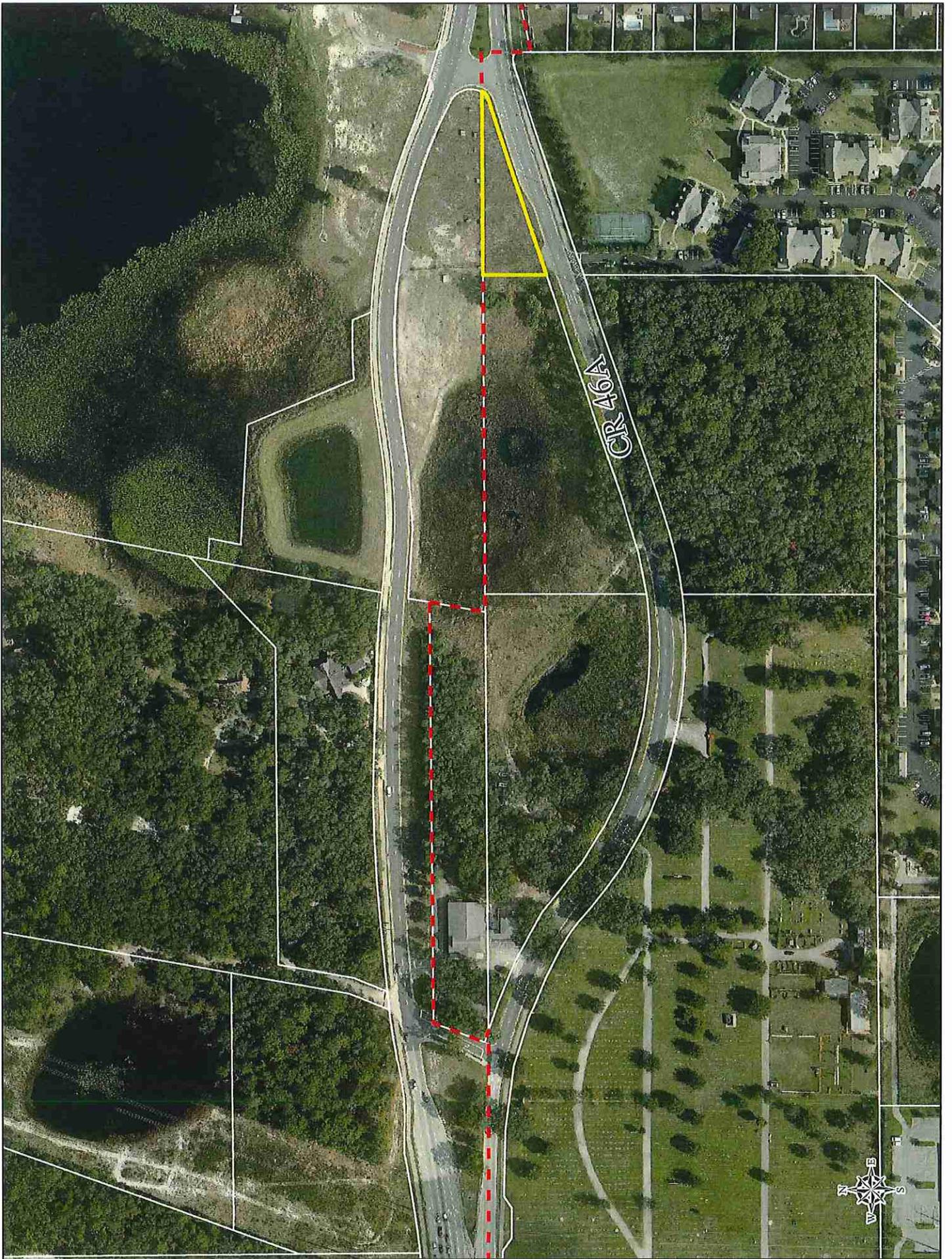


Future Land Use Map



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







DOVE WINGS
OC-18



SUITE ROCK
AC-8



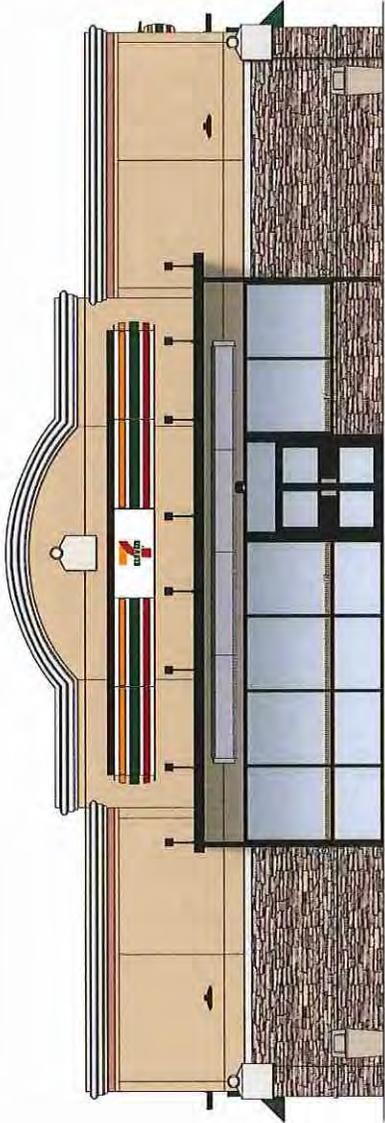
GANCHO BROWN
2076-40



MARIPOSA
BRONZE



CENTURY STONE
VINE HILL STONE



FRONT ELEVATION



RIGHT SIDE ELEVATION



7-11
4955 CR 46A
SANFORD, FL

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRIMERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OF MATERIAL SAMPLES PROVIDED.

INTERPLANE

INTERPLAN NO. 2013.0266
03-27-14, 04-22-14, 05-24-14, 06-04-14

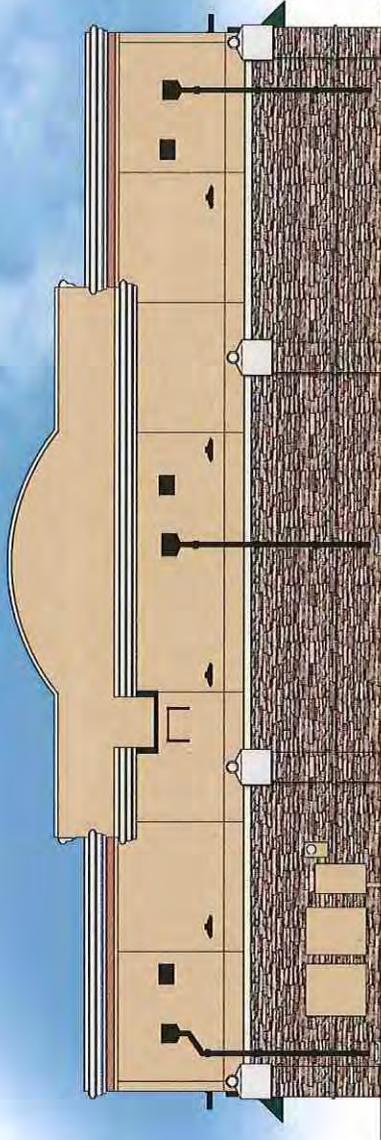
DOVE WINGS
OC-18

BUTE ROCK
AC-8

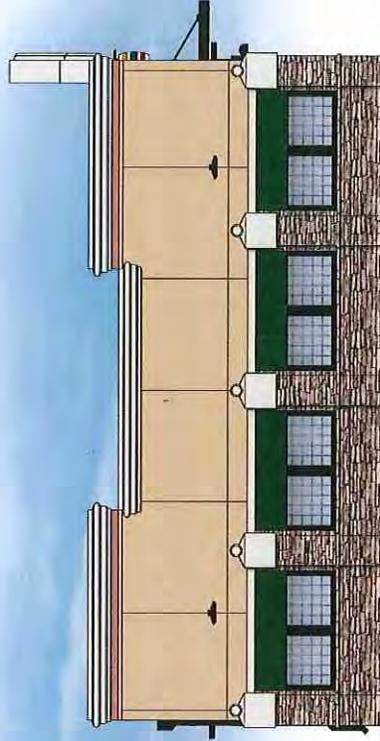
GAUCHO BROWN
2076-10

MAPES LUMISHADE
BRONZE

CENTURION STONE
VINE HILL SUEDE



REAR ELEVATION



LEFT SIDE ELEVATION



7-11
4955 CR 46A
SANFORD, FL

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.

INTERPLAN

INTERPLAN NO. 2013.0266
03-27-14, 04-22-14, 05-24-14, 06-04-14

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1 VIII. New Business

2
3 A. 2014-SP-06: Recommendation to the City Commission for Site Plan approval
4 with Variances for 7-Eleven, 4955 County Road 46A, Lake Mary, Florida;
5 Applicant: Interplan, LLC/Stuart Anderson or Heather Johnston (Public
6 Hearing)

7
8 B. 2014-DEV-01: Recommendation to the City Commission for an amendment to
9 a developer's agreement entitled First Amendment to Voluntary Commitment
10 Agreement for Twin Lakes Properties, LLC (associated with 2014-SP-06/7-
11 Eleven); Applicant: Interplan, LLC/Stuart Anderson or Heather Johnston (Public
12 Hearing)

13
14 Juan (John) A. Omana, Jr., Community Development Director, provided opening
15 remarks/points of order. He said, Mr. Noto will be presenting the technical merits of
16 the application. We have been working very closely with the Applicant and their
17 engineers working out a number of technical and design issues over the last few
18 months and we have had some good feedback from both sides. We have also
19 been working with the City of Sanford in light of the fact that they also have partial
20 jurisdiction on this project.

21
22 Mr. Omana stated, as another point of order, as I stated, we have been meeting
23 with the Applicant on numerous occasions. We also had an opportunity to meet
24 with the Applicant yesterday at 911 Wallace Court with staff present at that
25 meeting, as well as Dr. Hawkins present at that meeting. As a matter of record, I
26 would like to get our Chief of Police, Steve Bracknell, to the podium to state for the
27 record what he discussed and disclosed at the meeting. I will then ask Mr. Noto to
28 do the same, followed by Mr. Schindler, and I will follow-up, and then we'll proceed
29 with your disclosure.

30
31 Steve Bracknell, City of Lake Mary Police Chief, said, thank you, John. I was asked
32 to attend the meeting yesterday just to review/look at what the Applicant had as it
33 relates to public safety and to see if my concerns would be – if there were any
34 public safety issues. As it relates to their presentation, I really did not have any
35 concerns. As it relates to placement of their buildings, their outbuildings, or their
36 sign, as they were going to bring it down on 46A, I had a big concern. There's a
37 down grade. How far up they were going to put that sign, or if it was just going to
38 appear right at the entrance so those people will be slamming on their brakes was
39 my biggest concern. But, the Applicant pointed out that they are going to move it
40 further up, which would give notice to some folks if they saw a brake light, and that
41 in combination/concert with the decel lane, I believe, the turn lane coming in, will
42 work out nicely. That's what I discussed and that's what I observed. That's about
43 it.

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1 Stephen Noto, Senior Planner, stated, I was there for any additional back-up
2 information that was needed by the Applicant or Dr. Hawkins at the meeting.
3 Mainly talked about the signage, the landscape issues, and access to the site.
4 Other than that, it was general discussion about the project.
5

6 Gary Schindler, City Planner, said, discussed the landscaping primarily and the
7 signage, but also stated concern about the safety issue of not having the sign on
8 the eastbound lane, and that because of the configuration of the lane and the heavy
9 vegetation very close to the curb, there will be a site distance problem, and without
10 the signage, I felt that there would be a potential for people getting up on the
11 building, deciding that's where they wanted to go, stopping suddenly, and we could
12 have a rash of rear-end accidents; whereas, the signage would be – people would
13 know in advance that it's there and could adequately slow down and could signal
14 their intent to the vehicles behind them.
15

16 Mr. Omana stated, I spoke about landscaping, specifically palm trees, and the
17 landscape plan and the perimeter buffers. So, that was the extent of my
18 discussion.
19

20 Chairman Hawkins said, the Applicant asked/contacted me a couple of weeks ago
21 and wanted to meet with me prior to me going on vacation and prior to receiving
22 this packet, so I thought it would be a good idea, since I didn't have all the
23 information, if we could meet at the planning and zoning board room. And so we
24 did. And, thank you, Mr. Noto, for arranging that and getting everybody to attend. I
25 guess the word was out that I'm concerned about signs in the City of Lake Mary.
26 So, I guess that's how that request came about. We had a good discussion on the
27 signs, on where to put them, and we had discussion on the funeral home right
28 behind it on whether we had granted some variances and some exceptions for the
29 funeral home, which I'm sure Mr. Noto will bring up in a little while. And I saw the
30 rendering for the signs and the rendering for the building and the placement of the
31 signs, and based on everybody's discussion, I had no disagreement with any of it
32 other than maybe moving a couple of shrubs and trees around the signs just so the
33 signs are more visible like Gary and the Chief said. So, that was, pretty much, my
34 input.
35

36 Mr. Omana asked Chairman Hawkins, in light of those comments and in light of the
37 fact that this is a quasi-judicial proceeding, is it correct then that the decision that
38 you will be making this evening will be solely based on the evidence that is
39 presented this evening?
40

41 Chairman Hawkins answered, yes. Thank you. And I said that at the meeting; in
42 addition to what the Board recommends, not just me.

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1 Mr. Noto proceeded to present Items A. and B. simultaneously along with their
2 respective Staff Reports with a PowerPoint presentation on the overhead projector.
3 He stated, we have had many, many, many P&Z meetings. It's a rare occasion to
4 have a PowerPoint presentation on any item, but I went ahead and put one
5 together for this item because of its uniqueness. A lot of moving parts, a lot of
6 unique things happening, so I went ahead and threw one together today to kind of
7 help out with some of the topics of discussion that we'll touch on this evening.
8

9 Mr. Noto said, this first slide here is some real basic information. If you recall, five
10 years ago, the property owner came forth with a rezoning to Commercial and – C-1
11 (General Commercial) zoning – excuse me, Commercial land use and C-1 (General
12 Commercial) zoning with the intent to redevelop the property from what we
13 affectionately call the "Goat Island" to a Commercial property. That was done, as I
14 said, in 2009. The City of Sanford -- went through a similar process with them with
15 a Development Order, again, with the purpose of redeveloping the site as a
16 commercial property.
17

18 Mr. Noto stated, the request that's before you this evening is very unique. You will
19 note there it's a 3117 square-foot convenience store with gas canopy. The
20 convenience store isn't even in the City of Lake Mary. It's all in City of Sanford.
21 Only a little sliver of the gas canopy is in the City of Lake Mary as you will see in the
22 upcoming slides. But, there are still improvements happening on a portion of the
23 project that are within the City limits, which is why we are here this evening.
24

25 Mr. Noto said, so, here's an aerial of the property. You can see the portion of the
26 project that is within the City of Lake Mary. The other portion is just to the north.
27 We'll see more of that in a minute. I will point out when the rezoning came through,
28 a good portion of land to the west was part of that rezoning. That is not part of the
29 project this evening. We're only talking about the western edge of the holdings.
30

31 Mr. Noto stated, so, here's the Site Plan (indicating to overhead projector). The
32 jurisdictional boundary is the red line there (indicating to overhead projector). So,
33 everything we're reviewing is essentially underneath that red line. So, we'll be
34 looking at the dumpster placement, the parking, and the stormwater. The unique
35 thing about the parking – as I said, the convenience store is not in the City of Lake
36 Mary, so, we actually have no jurisdiction over the total number of parking spaces
37 that are required onsite. So, by all intents, the parking that has been provided is
38 being dictated by the land development code of City of Sanford; however, what we
39 saw that is being provided, we found to be sufficient.
40

41 Mr. Noto said, dumpster location --would turn in from 46A just at the end of the
42 parking aisle adjacent to the stormwater pond that is being proposed at the
43 southwest corner. I will point out – you will see this dark, black line. We'll talk

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about that in a short amount of time. That is a retaining wall. There are some floodplain issues, as well as a lot of wetlands, on the property to the west. We really don't think that property will ever be developed. It's not owned by the property owner that owns this parcel. Highly unlikely for that property to ever be developed, especially in that area. So, I will cover that in a bit more detail later on when we get to the wall variance.

Mr. Noto stated, some new access points into the property. I will point out the turn lanes. In coordination with the County – obviously, County Road 46A is a county road. Upon their review of the project, they requested that two turn lanes be added at the two curb cuts in the property. Really think that will help with access. We all know how people fly around the corner by the cemetery. This compounded with the signage really is going to increase safety in the area; let people have an area to slow down, decide whether or not they want to get in. There is, of course, a turn lane existing that helps folks do a U-turn to go westbound and that will kind of all work together to really improve this area of town.

Mr. Noto said, there will also be crosswalks from the sidewalks on both City of Sanford side and City of Lake Mary side; heavily used sidewalk area getting to the Rinehart Trail, and there is also work to be done on the north side of 46A, a little bit further away from here, but it will have an impact, trickle down, and that is the filling of the gaps of the Rinehart Trail in City of Sanford between Rinehart and 46A to really put together that network. It has nothing to do with this project; however, the amount of use that we'll see on the sidewalks and 46A, we can expect that to increase.

Mr. Noto stated, there is one variance that is not necessarily landscape-related that is part of the Site Plan request and that is for the retaining wall. The Code says that your retaining wall cannot exceed 33% of the circumference of a retaining pond. As I mentioned, there are some issues with the floodplains on the adjacent property that do come onto this property, some elevation challenges, so they have had to design it as shown in order to make it work. Retaining walls and landscaping variances are really two of the easier variances to get. While the findings of fact for retaining walls are similar to those of setbacks, the findings of fact for landscaping are much different; however, we found that their request to construct the retaining wall, as proposed, was reasonable. You will see on pages 3 through 5 of your Staff Report the different findings that we found. We really saw no other way for them to design this without requesting that variance.

Mr. Noto said, here are your building elevations (indicating to overhead projector). Originally, there was brick proposed. We're kind of on a different swing these days it seems with brick in different parts of the City. So, in coordination with the Applicant and City of Sanford, they have proposed kind of the stacked stone look

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1 that has been used recently mainly in the Colonial Towne Center area, the new
2 apartments they have used the stone, and there are some other businesses in that
3 area that have incorporated the stone. So, they provided us these elevations on
4 what we can expect to see. The rear elevation is really going to be tough to see.
5 There is some vegetation at the southwest corner of not this site, but the adjacent
6 site that will stay. So, we really think while it is a nice looking elevation with all the
7 landscaping and such, it won't be seen much anyways.

8
9 Mr. Noto stated, speaking of landscaping, really unique site here. A lot of
10 challenges with buffer widths and number of plantings. That being said, their
11 landscape folks did a really great job in trying to get as many trees in as possible.
12 We really think that the buffer on the south and the west is going to be really
13 something when everything is planted. You can see the different types of trees that
14 are being proposed in the southern buffer. One item that is not shown on here –
15 actually, I will get to that in a minute regarding the wall. And there is your western
16 landscape buffer adjacent to the retaining wall (indicating to overhead projector).
17 Both buffers require variances. The southern buffer, there is a variance of 9' from
18 the required 25-foot buffer, and then a variance of 15 canopy trees from the
19 required 24. It's really difficult to fit in all the trees needed in that area. I mean,
20 there really was not a whole lot of room to plug in all the required trees, but as I
21 said, they did a really great job with the area that they had to work with.

22
23 Mr. Noto said, something that was not in the Staff Report but that was considered
24 as part of the variance was the variance of providing a six-foot-tall brick wall or a
25 four-foot-high berm really serves no purpose. Really isn't a whole lot of room to
26 install something like that. Just to the south, we have the Bell Timacuan
27 apartments, and then just off to the side of the slide here would be The Hills of Lake
28 Mary. We really didn't feel that it had much of a need, the wall, and this site is so
29 unique that it would just not work well.

30
31 Chairman Hawkins interposed questioning, no need for a buffer from a cemetery, is
32 there?

33
34 Mr. Noto responded, right. That either. Good neighbors. He stated, your western
35 buffer, not as much of a challenge in the width, but, again, another challenge with
36 the number of canopy trees and things of that nature. But, as you can see, we
37 have a few different levels of trees to be planted adjacent to that buffer. And, as I
38 mentioned, over in this area just to the southwest (indicating to overhead projector),
39 a lot of existing vegetation that will stay as it is not part of this project. And, again,
40 another variance from the retaining wall and the berm.

41
42 Mr. Noto said, let's talk about signage really quick. You can see the two red circles
43 where the proposed signage is to go. A little bit of history. When we did the

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rezoning in 2009, there was a voluntary developer's agreement that was entered into. Among other things, there were some regulations on signage. That regulation was there was to be one monument sign placed onsite. Good intentions, but now that we're at the practical portion of Site Plan review and now that this site is not being developed as one project with the remaining parcel to the northwest, in working with the Applicant and City of Sanford, we really felt that two monument signs – and as Gary, Chief and John mentioned earlier, it really became a safety concern. In talking with the Applicant, the most likely position of one monument sign would be at the easternmost portion of the project site. Really not practical at all. So, in working with staff, Sanford and, again, the Applicant, we said, okay. Let's go back and amend that developer's agreement. Let's allow two monument signs on this portion of the project. What's great about it is we have one – we still have one monument sign on this parcel. This is a separate parcel in Lake Mary, and then the northern parcel is a separate parcel in the City of Sanford. So, from a precedent standpoint, we really think we have some good things to lean on in the Commitment Agreement in that these are separate parcels, not to mention, as Dr. Hawkins alluded to earlier, the funeral home property just to the west, they have two monument signs on the north side and the south side of the property, and they also have two monument signs on the cemetery side; one on Rinehart and one on 46A. So, we really think that there are good things to lean on from a legal perspective, from an aesthetics perspective, and from a safety perspective in amending that developer's agreement allowing these two monument signs; the text of which is this (indicating to overhead projector) outlined in your Staff Report. Still no LED signs. The monument signs will essentially look like this conceptual drawing (indicating to overhead projector), but by all intents, we expect something almost similar to this to be installed 4'6" tall. We have the manual copy prices. We tried to suggest maybe putting a 2 there and just keeping it as the literal price, but, you know, that never works out. We have the stone base; stone in the back. One thing that came up in the discussions yesterday, one additional item, was moving around some of the plantings and adding maybe a little planter base on the rear of the sign with some flowers and such to kind of add a little buffer to the rear of the monument sign. And I think there was one Live Oak tree that had to be moved so as to not create a new safety problem when we're trying to relieve the safety problem.

Mr. Noto stated, that is it. Because of the variances, both items will go to the City Commission on July 17th. We have two conditions as part of our recommendation of approval; that the cover sheet be updated to show the landscape variances, which has been provided to us via PDF, but we just want to see it on the actual site construction plans. The same with Sheet L-1; accurately state the landscape requested and such. That has been provided PDF. That will just be put in as part of the Site Construction Permit. And then Condition No. 2 is that the Applicant shall comply with any remaining DRC comments from the Seminole

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County Health Department. There are some other things just hanging out there as part of their DRC review comments, but nothing that would hold up the request.

Mr. Noto concluded his presentation by saying, so, we are recommending approval of not only the Site Plan with the variances but also 2014-DEV-01, which is the amendment to the Voluntary Commitment Agreement. I'll be happy to take any questions. The Applicant is also here this evening if you have any other questions for them.

Mr. Omana announced these items are quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see attached) was located at the back of the chambers for any interested party to sign in order to be kept abreast of these matters.

Chairman Hawkins asked, is there room for a tanker truck to go around the island and make that turn? He said it's hard to conceptualize.

Mr. Noto replied questioning, the existing U-turn area here on 46A, or you mean to get into the site?

Chairman Hawkins answered, a tanker truck is going to come in from the south side and it's going to unload the gas where the tanks are, and then exit around the other way. I just wanted to make sure that the tanker truck could make a turn and go through there.

Mr. Noto stated, we didn't talk much about that, but I'm looking over at the Applicants and they are shaking their heads, yes, that that was a consideration in designing the site.

Member Miller said, my question is about the crosswalk. He asked, I would imagine you're expecting traffic from the apartment complexes, both bicycles and pedestrians, coming through that crosswalk?

Mr. Noto responded, correct.

Member Miller questioned, is it well lit there? What's the lighting like there?

Mr. Noto replied, right now it's not well lit, but after this is installed, it will definitely – not only will it be well lit from just by purpose of it being developed, but we'll also be working with the County to have special signage installed, perhaps those rapid flashing beacons or some additional signage, to let people know that there would be crosswalks happening or folks crossing the road there.

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Member Miller asked, is it possible to equip this intersection like the Publix to Westin hotel where they have the crosswalk? Is that something that the Applicant should pay for and install?

Mr. Noto answered, as far as that goes, I can't speak to that because this is a county roadway and that's in their right of way, as part of their improvements. We would have to look into that a little bit further with the Applicant and the County as far as who would pay for it, but I think that instrument would be a great improvement.

Member Miller pointed out that, so far, we're number one in pedestrian problems and he would like us not to add to that.

Mr. Noto agreed with Member Miller.

Member Schofield pointed out on the monument signage slide of the PowerPoint presentation that on the far right, about four down, it says, white LED. He questioned if that was the back lighting of the sign.

Mr. Noto, responded affirmatively.

Member Schofield further pointed out that the Amendment says that, in no case, shall LED signage be permitted. He asked if he was understanding that properly.

Mr. Noto replied that he understood where Member Schofield was heading. He informed Member Schofield that the City allows ground signs to have LED bulbs but doesn't allow LED numbers or moving graphics, things of that nature. He assured Member Schofield that staff will revisit the Amendment to ensure it's clear under Section 1. where it says "In no case shall LED signage be permitted" since the monument signage shown on the PowerPoint presentation indicates white LED backlighting of the sign.

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

Stuart Anderson, P.E., Applicant Representative with Interplan, LLC, 604 Courtland Street, S. 100, Orlando, Florida 32804, addressed the Board on behalf of 7-Eleven in favor of the proposed Site Plan with variances. He stated that he thought Mr. Noto has adequately presented their project and he was just present to answer any questions the Board may have.

Member Miller questioned Mr. Anderson, would you object if our motion included a recommendation that says that somewhere in this process Chief Bracknell would approve pedestrian safety for this or whatever we would do? He said, I'd kind of

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1 like to feel comfortable that a professional has looked at this and says we're not
2 creating something that we're going to be sorry for later.

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4 Mr. Anderson answered, I understand where you're coming from and I'm willing to
5 work with the Police Chief; however, this is a Seminole County road. We met with
6 Seminole County and this is the design from the County Engineer. This is exactly
7 what he wanted; wider crosswalks; they're in the locations that he wanted, and the
8 signage that we are providing is what he asked us to provide. They are going to be
9 stamped – actually, it's a colored mat that looks like brick pavers, but it's not
10 actually brick pavers, but it provides a discrepancy in the pavement so that it stands
11 out. I think you call it some high emphasis type of brick paver walkway. The golf
12 course just down the street has a golf cart path crossing Country Club and it's the
13 exact same material that they put down there and the signage. That was one of the
14 ones that he asked us to look at and said that's what the County would want it to be
15 in this location. He stated they are dealing with the County and the two cities, but
16 that he would be happy to speak with Chief Bracknell about this and show him what
17 the County asked them to do.

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19 Vice Chairman Taylor asked Mr. Anderson if he had any questions, comments,
20 additions, or concerns as it relates to the meeting prior to this meeting between staff
21 and Chairman Hawkins as to what their comments were.

22
23 Mr. Anderson responded, no. We understand their comments and we're working
24 through them. They are minor that I know of other than getting the other agency
25 permits, the County right-of-way permit and the Health Department permit. I think
26 those are the major hurdles we still have to overcome.

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28 Member Schofield questioned what the hours of operation for this 7-Eleven are
29 going to be.

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31 Mr. Anderson replied, a 24-hour store.

32
33 Chairman Hawkins opened the hearing to public comment regarding 2014-SP-06.
34 Hearing none, he closed that portion and lengthy board discussion ensued as
35 follows.

36
37 Member Fitzgerald expressed his opposition to this project. His concerns are
38 people leaving the property due to the speed on 46A, the elevation changes
39 causing visibility problems; that there was nothing about it from a safety standpoint
40 that he liked at all and requested to lower the speed limit on 46A for that stretch.

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42 Member Schofield expressed his concern of a commercial property running 24/7 in
43 a residential area.

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Member Fitzgerald further expressed his concern of residents at Bell Timacuan crossing the road in that traffic going that speed limit.

Vice Chairman Taylor concurred with Member Fitzgerald's safety concerns/comments about this being an encouraged pedestrian access, especially the travelers coming off I-4, but she saw it as a great addition.

Chairman Hawkins expressed he was in favor of the project because it includes accel/decel lanes (see further conversation about accel lanes below); that he thought this would be a good addition. He expressed he was not in favor of the crosswalks, but he didn't think that was up to the City to decide. He suggested recommending to the City Commission that the crosswalks be lit up, or however the City wants it done.

Vice Chairman Taylor asked if there was a way to put a sign, or any flashing anything, on both sides of 46A, warning of the crosswalks ahead.

Mr. Noto answered that he has seen signs saying such things as driveway ahead, things of that nature. He pointed out that he drives this area a zillion times a year since he resides in the area and there are almost two dozen safety signs indicating speed limit, golf cart crossing, curve ahead, signs for everything, from Rinehart going east along this curb, most of them having to do with the funeral home. He agreed that there needs to be more, but whether or not the public pays attention to them is a whole another ball game. He said that the City will coordinate with the County because, again, this is all up to the County what type of signage or improvements happen on 46A, but that driveway ahead, crosswalks ahead, all of those safety signs certainly should be considered, if not required, along the curve in this area here (indicating to overhead projector) leading up to the driveway on the south side.

Vice Chairman Taylor requested that additional road signage be looked into and request Seminole County to add additional road signage, and if it needs to be lit or flashing or it's expensive, then that be borne at the cost of the Applicant.

Member Fitzgerald commented that he thought the multiple safety signs bears out the point that it's not a safe area and that he thought we're going to regret this if approved, but that it would be convenient to be able to get gas there.

Chairman Hawkins commented that he didn't think this particular stretch of road is currently safe; that he didn't think the City and the County have made it safe.

Member Schofield questioned if Bell Timacuan was going to match up evenly with the entrance to the proposed project.

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Mr. Noto responded, the existing curb-cut to get onto the subject property is right about where this laser point is (indicating to overhead projector), and just to the south of that is the entrance into Bell Timacuan (indicating to overhead projector). The existing curb-cut, if you recall having driven past that area, is practically/literally right after the existing landscaping and such that is on the property to the west. They are moving that curb-cut further to the east, so there will not be a direct access point from Bell Timacuan straight across 46A.

Member Schofield pointed out that people are going to have to jog across two lanes to get into that decel lane and then turn in, but if somebody is leaving 7-Eleven trying to get back into Bell Timacuan, they are going to have to leave out of the north exit and circle around to get back. He asked, how much of a difference is it? Are we talking ten feet off of each other? He stated that he thought a lot of people that would probably just take that 10' and jump the cut.

Mr. Noto replied, if you look at the Site Plan here, the access point is right here (indicating to overhead projector). It's quite a distance because the existing access point is more in this general area here (indicating to overhead projector) putting the Bell Timacuan driveway right around here (indicating to overhead projector). He pointed out that if folks from Bell Timacuan want to go westbound, they have to cross two lanes of traffic to get into the existing turn lane and then do a U-turn to go westbound on 46A.

Member Fitzgerald commented, I don't think the challenge is leaving Bell Timacuan to get to the 7-Eleven. I think the safety issue is leaving the 7-Eleven to go to Bell Timacuan, and they are probably not going to go around.

Member Schofield commented, it depends how wide that gap is between those entrances.

Discussion ensued between Chairman Hawkins and Member Miller as to whether or not there is actually an acceleration lane on the south side and looked to staff for direction on that.

Mr. Noto said, I wouldn't necessarily call it an acceleration lane because it is a left-turn lane. So, if you were to leave the southern access point and turn east, I guess you could go in that turn lane and try to pick up some speed. It's not meant as an acceleration lane as then there would be arrows giving you the ability to speed up and do what you need to do. They are specifically decal lanes.

Chairman Hawkins commented, but there is not a left-hand turn lane as there exists now.

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Mr. Noto stated, there is a left-hand turn lane to do a U-turn.

Chairman Hawkins commented, okay. So, essentially, there is what there is there now.

Mr. Noto said, right, and then they're extending the left-turn lane down. And, just to kind of give you an idea, here is the existing curb-cut into Bell Timacuan that will not be modified (indicating to overhead projector). The existing curb-cut into the subject property is a little bit further this direction (indicating to overhead projector), so it's not a direct cut across, but here's your 150-foot difference. They have the ability to now jet across and have a full left-turn lane to make their decisions; either go in or make their U-turn.

Chairman Hawkins asked Mr. Noto if the subject property is zoned C-1 or C-2.

Mr. Noto answered, C-1. And then as part of the Voluntary Commitment Agreement, there was a number of uses that were not permitted to be put here. Convenience store was not on that list. It was really the intent – originally, the zoning was A-1 (Agriculture) and the Future Land Use was Public/Semi-Public. Both of those were changed to Commercial, as a whole, in 2009.

Member Miller commented that he was hearing an unusual amount of negative comments on this item. He questioned the implications of a no vote.

Mr. Noto responded, you're the recommending body, so it still goes to City Commission. I would encourage you that whatever changes you would like to see or whatever additions you would like to see, add them as conditions of approval or conditions of denial. I don't know if you would condition a denial, per se, but if you recommend denial, you may want to ask the Commission to look at these things if they opt to approve such as the safety signage and the other items, lighting and such.

Member Miller commented that he was really not comfortable with this overall, but if somehow the pedestrian safety issues were taken into consideration, he would feel less uncomfortable and could probably vote yes for it. He requested that both pedestrian intersections be equipped exactly like the one on International Parkway between the Westin hotel and Publix and that there be adequate lighting at those locations.

Chairman Hawkins suggested Member Miller make that a condition, if he wanted to.

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Vice Chairman Taylor commented that she would like to recommend that Seminole County look at pre-site warning signage of ingress and egress born at the cost of the Applicant; whether that be flashing or lighted, or anything else, to distinguish it from the other run-of-the-mill safety signage in an abundance of caution and the belief that we're doing the best thing for the citizens of Lake Mary and those who visit Lake Mary.

Chairman Hawkins commented, I think it would be good to make that comment, but I don't think you can make it a condition because I don't think that's something that the Applicant has control over. Certainly the Applicant has control over what kind of crosswalk to put in and how it's constructed and how it's lighted. I think you just need to make a recommendation that the City put additional warning signs, whatever that may be.

Vice Chairman Taylor commented, I personally would recommend approval with several conditions related to pedestrian and driver safety.

Member Schofield commented, I'm not a traffic engineer, by any stretch of the imagination, but my guess is Seminole County has said these are the minimum requirements, but just because it may be a minimum, doesn't mean that it has to stop there. I think the County and the Applicant have the ability to go above and beyond to ensure the safety of the residents.

Vice Chairman Taylor commented, I don't think the Applicant can bear the responsibility of signage on the roadways. They don't have any control over that. Even if they wanted to, the County could say no. So, I don't want to put that burden on the Applicant.

Mr. Anderson stated, I just want to discuss the meeting that I had with Seminole County and the County Engineer, and the first thing I would like to point out is that there are advance warning signs that we're proposing 300' in front of the crosswalk that will be similar to what's up the street at the funeral home. They have an advance warning, pedestrian crossing ahead signs, and then you've got signs again at the crosswalk. However, we did talk about that crosswalk you are talking about over by the Westin hotel, and the County did not like that in this situation mostly because of the speed limit again. I know it is a higher speed limit here. It's a lot lower there. They felt that on a higher speed road, if you put the flashing lights, it makes pedestrians feel too comfortable; that they can just walk out into the street and that they're protected, and they need to be aware of the situation. Also, that it isn't a perfect situation, but it is the only way to provide pedestrian access to the site, but at least by not putting flashing lights, pedestrians are more aware of their surroundings and are watching for cars instead of just, oh, there's a flashing light, I'm going to walk out into the street. So, they did not like the idea of the

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flashing lights. They wanted to just put signage up. We probably wouldn't object to putting more signage, if you wanted it, 500' and at 300', but, like I said, we met with the County. This is their design, what they asked for. They said push it further down so that it's not right when you come around the bend. It's a little bit further down the site. So, that was kind of a summary of the meeting I had with the County and what they asked us to do.

Member Miller commented, and that's one reason I feel sorry for you having to deal with all of us because I just totally disagree with what they said.

Member Schofield asked Chief Bracknell, once a pedestrian enters a crosswalk, they have the right of way regardless of whether it's signs or flashing lights; correct?

Chief Bracknell replied, you are 100% correct.

Member Schofield questioned, so, if that's the case, then the County's assumption -- based on your professional opinion, would you say that what the County is saying holds water, I guess?

Chief Bracknell answered, well, much like you, I am not a traffic engineer, but I would put a flashing light there.

Member Schofield said, I mean, if the pedestrian has the right of way, regardless of whether there's a flashing light there or not, and the County is concerned about the speed and, therefore, they don't want to put the flashing light in, it almost seems like it's a double negative. And I hope the Applicant understands that -- and I feel for you because you're in a tough situation.

Mr. Anderson stated, I understand and I don't object to what you're asking. It's not that big of a deal, but it's just dealing with the County. It's their right of way; having to go back to them and re-permit something they have already approved/designed and this is what they have asked for. So, I'm kind of caught in the middle with the jurisdictions here.

Alternate York commented that you are always going to have a pedestrian traffic issue as long as you have drivers that aren't driving at slower speeds, but he thought this was a good idea; that this is something that is just going to take time and it's going to require everybody to drive slower on 46A.

Chairman Hawkins commented that he thought that these kind of crosswalks that are in the middle of a road and not at an intersection ought to be more highly visible than the ones at a traffic light. I think it ought to be a standard that the County adopts for any crosswalk across a four-lane road.

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Member Miller commented, I'm on MetroPlan Orlando Citizens Advisory Committee and we hear an awful lot about pedestrian accidents and deaths, and the one thing that really hit home with me – I'm not sure I understood the crosswalk law until it was pointed out to me. If someone is standing in that crosswalk, automobiles are required to stop. If you want to see how often that gets violated and how motorists don't know that law and violate it, go stand in a crosswalk and see how many people whiz right by you without slowing down. Orange County wrote tickets until they were blue in the face at \$260 a ticket when they tried that. They had policemen standing in the crosswalk and people didn't stop, didn't slow down. So, I think a crosswalk alone – and this is in a bad place. It's a place where you're going to be attracting new people to go somewhere and their customers of 7-Eleven and we want them to go and we want you to be there, but I don't want to be part of signing off on something and then two weeks after you open up, I get to find out that a nine-year-old boy got hit in a crosswalk there. So, I want to do everything I can to make sure that doesn't happen. And I'm sorry you're caught between two jurisdictions, but that's where the property is.

Alternate York reiterated that he thought this is a good use of the property; that he didn't see any other use.

Chairman Hawkins commented that C-1 is pretty intense and you're going to have the traffic no matter what goes there.

Mr. Anderson said, just one more thing to add. I mean, this is a gas station. We would rather people drove to the site, and I don't think we'd object to removing the crosswalks so that we're not encouraging people to cross the road and we'd rather they drove across the site or walked down to one of the intersections to get over.

Member Miller asked, with the proximity to Bell Timacuan, you don't think kids are going to walk over there and get a Slurpee?

Mr. Anderson responded, I'm not saying they're not going to go to it. I'm just offering up another solution.

Member Miller stated, I understand. I don't like that one either.

Chairman Hawkins said, it would be okay if there weren't existing sidewalks on either side of 46A, but.....

Mr. Noto stated, I'll just echo Member Miller's comments regarding MetroPlan. I serve on three of the committees, I think. I'm the Chairman of the Bicycle and Pedestrian Advisory Committee. Pedestrian safety and our rankings, as a region, in this country are – it's a sad state of affairs, and it's a double-edged sword with –

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and this is the exact type of site that is such a challenge because you want people to get there safely, but on a highway, how do you maximize your safety opportunities? You can put lights, you can do public education, you can have officers out there ticketing, you could do this, you could do that. We know distracted driving is at – I’m not the Police Chief, so – you’re the one with the gun, but distracted driving is, like, the number one thing these days, and as long as someone can swing around that corner with their cell phone calling people or texting, or they can have the radio blasting or whatever, there will always be some sort of challenge in dealing with drivers. Having a crosswalk is really step one. Without the crosswalk, we’d have whoever – Bell Timacuan or somebody from down the road or around the corner, or whatever, trying to go get their Slurpee or their milk or whatever -- without a crosswalk you’re running with no law to back you up in case you get hurt. With the crosswalk, you at least have the law on your side from a drivers are supposed to stop perspective. I was on Rinehart Road the other day turning to go east on 46A and there was a gentleman at the intersection on his bicycle to go northbound across 46A and into Sanford – the light turned green for northbound traffic and that gave that pedestrian the opportunity to cross, and I was the first car in line and, obviously, I let him go, but I looked in my rearview mirror and what I saw is what I expected to see, a guy shaking his head furiously and pounding his steering wheel because we had to wait for this person to cross the crosswalk. So, whether or not – you know, we can – the signs or whatever we put there, for whatever reason, drivers just don’t want to stop for a person who is five feet ahead of them just trying to get somewhere safely.

Member Miller commented, I got to respond to that. I think you have a lot better chance of a driver noticing a pedestrian if there is a light there; that they have a crossing light with a crosswalk. So, everything you just said says to me we need a light in the crosswalks there. We need the same kind of facility they have at the Westin hotel and Publix. And I’m not happy voting for this in any way other than that. The more I hear the more convinced I am.

Vice Chairman Taylor questioned if there were any other crosswalks across 40 miles an hour roads that aren’t at a light or an intersection.

Mr. Noto replied, I can’t think of any off the top of my head in the City of Lake Mary.

Vice Chairman Taylor commented, I would prefer recommending approval conditioned upon either removing the crosswalk so it doesn’t encourage pedestrian crossing or put a lighted flashing like the Westin with signs that say pedestrian has right of way because I just think this is an untenable middle ground.

Chairman Hawkins commented, I think the Applicant has agreed to do that.

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Vice Chairman Taylor commented, I want him to understand why I would make a recommendation that I would make. I think it's an unsafe middle ground luring pedestrians into an unsafe crossing. I think motorists should be notified with a flashing light that pedestrians have right of way. The flashing light makes pedestrians a little more aware. I don't think I could recommend approval of this as is, but I could if it was conditioned upon removal or addition of a lighted sign.

Mr. Anderson said, I just want to point out that FDOT has actually done this same thing -- they didn't put in the stamped brick pavers, they just put in a crosswalk on 17-92 as you're heading south just before you get to Airport Boulevard. It's mid-block. It's 10-foot wide, but I believe it's the regular zebra crossing. They have the same signage we have, no light, and I believe it's 40 or 45 miles an hour on 17-92, in that location.

Member Schofield questioned if that was residential.

Mr. Anderson answered negatively.

Chairman Hawkins commented to Member Miller, I thought your condition is a good one.

Member Miller commented, I do, too. And the reason I don't like yours is I think there needs to be a crosswalk there. I think people are going to use it. They're going to walk across there. That asphalt will be more of a warning than the rest of the asphalt for the people coming out of Bell Timacuan and off that sidewalk to cross in there. So, I don't like one that doesn't have a crosswalk, and I like it being lighted. And, I wasn't really -- in my mind, I have no idea who pays for this, so it wasn't like I was trying to load this on the Applicant. I don't know who normally -- I don't know who paid for the one over at the Westin. So, I hope you understand I'm not trying to stick the Applicant with some more costs.

Chairman Hawkins commented, I just think we need to put the onus on this back to the City Commission to have the Mayor call the County or have Planning and Zoning work more with the County and the Applicant and say we don't like it this way, and if the City Commission agrees, then have them go back and revisit it with the County.

Member Miller asked, so, we would vote to recommend it only if there is a pedestrian intersection like the one at the Westin and Publix?

Vice Chairman Taylor answered, recommendation be conditioned upon.

Member Fitzgerald commented that he was still going to vote against this Site Plan.

DRAFT

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Member Schofield commented, I don't have a problem voting for it with the lighted crosswalk, like Dr. Hawkins has indicated, that being a condition, to put the onus back on the County to see if they will have the City and the County talk to see if this is something we can really do. If they don't want to do that, I just have grave concerns for our residents.

Chairman Hawkins commented, like I say, we're putting the onus on the City Commission.

Member Schofield commented, yeah. And I think that's the best we can do.

Chairman Hawkins commented, because this is C-1 and I think the Applicant is entitled to develop this and we're trying to help them develop it and I think they have done a pretty good job so far except for this one major concern. I don't think it's a minor concern, I think it's a major concern.

Member Schofield commented, yeah. I don't think the Applicant has done anything wrong. I think they have done everything they are supposed to.

Chairman Hawkins commented, no, no. They've done – I mean, the County designed it.

There being no further board discussion, Chairman Hawkins entertained a motion as follows.

MOTION:

Member Miller moved to recommend approval to the City Commission the request by Interplan, LLC/Stuart Anderson or Heather Johnston for a Site Plan with Variances for 7-Eleven, 4955 County Road 46A, Lake Mary, Florida, consistent with all of staff's findings listed in the Staff Report and subject to the following three variances and three conditions. Member Schofield seconded the motion. Member Fitzgerald was opposed to the motion. The motion carried 4-1.

VARIANCES:

- 1. Chapter 155, Appendix C, Section 4(c): A variance to allow a retaining wall to be 51% of the circumference of the dry bottom retention pond; a variance of 18% (Note: Total circumference is 285'. 33% is 94.05'. Requested length is 145').**
- 2. West Landscape Buffer- Section 157.04 (F) (4):**

DRAFT

a. A variance of 5' from the required 60-foot-wide landscape buffer; a variance of 15 canopy trees from the required 16; and a variance from the requirement to provide a six-foot-high brick wall along the west property boundary.

3. South Landscape Buffer - Section 157.04 (F) (7):

b. A variance of 9' from the required 35-foot wide landscape buffer; and a variance of 15 canopy trees from the required 24.

CONDITIONS:

1. The site construction plans shall be updated as follows:
 - a. The cover sheet shall accurately state the landscape variance requests;
 - b. Sheet L-1 shall accurately state the landscape requested and provided.
2. Prior to the issuance of a Site Construction Permit, the Applicant shall comply with any remaining DRC comments from the Seminole County Health Department.
3. Planning and Zoning Board recommends that both pedestrian intersections be equipped exactly like the one on International Parkway between the Westin hotel and Publix and that there be adequate lighting at those locations.

Mr. Noto announced this item will move forward to the City Commission meeting of July 17, 2014.

Chairman Hawkins opened the hearing to public comment regarding 2014-DEV-01. Hearing none, he closed that portion and entertained board discussion and/or a motion.

Chairman Hawkins commented, this is just change in the developer's agreement to go from one sign to two. I don't have a problem with that.

MOTION:

Member Miller moved to recommend approval to the City Commission the request by Interplan, LLC/Stuart Anderson or Heather Johnston for an amendment to a developer's agreement entitled First Amendment to Voluntary Commitment Agreement for Twin Lakes Properties, LLC, consistent with staff's Finding of Fact listed in the Staff Report and for staff to revisit the Amendment to ensure it's clear under Section 1. where it says "In no case shall LED signage be permitted" since the monument signage

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shown on the PowerPoint presentation indicates white LED backlighting of the sign. Member Schofield seconded the motion.

Vice Chairman Taylor questioned if this application was specifically intended to this particular applicant. She stated that it seems like this would be for any future applicant if this doesn't go through.

Mr. Noto responded, the development order is not only for the property we are talking about this evening, but as well as the left over piece; that it was all rezoned as one piece of property. It's not in the City of Lake Mary, but the way it was written was intended to be impacting the entire project area.

Vice Chairman Taylor asked, but it runs permanently with the land and not with the Applicant though?

Mr. Noto replied, that's correct. Yes.

The motion carried unanimously 5-0.

Mr. Noto announced this item will move forward to the City Commission meeting of July 17, 2014.

QUASI-JUDICIAL SIGN-IN SHEET

6/24, 2014
P72 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: July 17, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

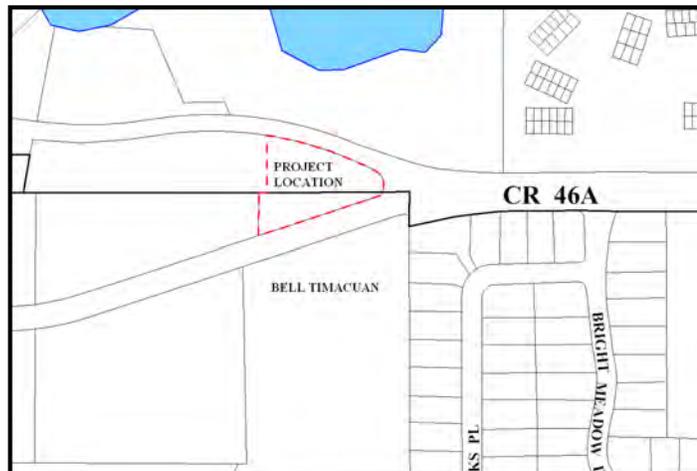
VIA: Jackie Sova, City Manager

SUBJECT: Request for an amendment to a Developer's Agreement associated with 2014-SP-06 (7-Eleven)/Voluntary Commitment Agreement for Twin Lakes Properties, LLC; Interplan, LLC/Stuart Anderson or Heather Johnston, applicant (Public Hearing) (Steve Noto, Senior Planner)

APPLICANT: Interplan, LLC.

REFERENCE: Development Review Committee, City Code of Ordinances, and City of Sanford.

REQUEST: The subject property has an address of 4955 CR 46A and is located in both City of Lake Mary and City of Sanford jurisdictions. In 2009, the property owner rezoned the City of Lake Mary section of the subject property to C-2, Commercial District. A Future Land Use amendment from Public/Semi-Public to Commercial was also processed. The purpose of the amendments was to allow for a convenience store/gas station. As part of the rezoning, the applicant entered into a Voluntary Commitment Agreement (VCA) which regulated signage and uses, among other things.



Currently, 7-Eleven, via Interplan, LLC, is in for site plan review for the construction of a 7-Eleven on a portion of the Twin Lakes Properties, LLC land area. The project site will consist of a 3,117 sq. ft. convenience store and gas canopy with gas pump stations. A

portion of the project is being developed within the City of Lake Mary, and another portion within the City of Sanford.

Due to the unique geometry of the site, two entrances to the site are being proposed; one on the north side of the project site adjacent to 46A westbound, and another on the south side of the project site adjacent to 46A eastbound. That being said, an issue arose regarding the language within the VCA regarding monument signs. The current language reads that “any signage to be placed on the 3.5 +/- acre project shall be subject to the regulations of the City of Lake Mary Sign Code”. Therefore, only one monument sign could be placed on the site.

Based on staff’s knowledge of the vehicular and pedestrian traffic patterns of the area, major safety concerns were raised due to the potential location of one monument sign on the entire site. The main concerns are:

- A sign could be placed at the eastern edge of the site, however it would conflict with landscaping, a drain field and septic system, and could cause eastbound drivers to U-turn at the last moment to re-enter the site based upon gas prices or other businesses they were unaware of on the site.
- If there were to be one sign, it would likely be well over 10’ tall and could cause visibility issues at the U-turn segment of CR 46A.

Because of these factors, which were reviewed with Public Safety staff, the applicant has proposed language to allow for a low-profile sign design that could be used on both sides of the site. That being said, the following language is being proposed to take the place of Section 1 of the VCA:

- “Owner applicant agrees that two (2) single sided monument signs will be allowed on the 1.38 acre 7-Eleven project. Each monument sign will have a twenty (20) sq. ft. copy area, not exceed four feet, six inches (4’6”) in height, and shall have a stone finish similar to the concept drawings attached to this amendment. The remaining property of the original 3.5 +/- parcel will be subject to Lake Mary’s sign code and be allowed to have one monument sign per legally subdivided parcel area. In no case shall LED signage be permitted.”

This language would allow for 7-Eleven to have two monument signs on the site. However, one sign will be in Lake Mary, and the other sign will be in Sanford. Staff believes that due to the split jurisdictional boundaries, as well as the site geometry, enough uniqueness exists to avoid an issue with precedent.

Conceptual drawings of the signs and site plan are attached to the amendment.

FINDING OF FACT: Staff recommends approval of the amendment to the Twin Lakes Center, LLC, Voluntary Commitment Agreement.

PLANNING AND ZONING BOARD: At their regular June 24, 2014 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the request for an amendment to a Voluntary Commitment Agreement for the Twin Lakes Properties, LLC with the following condition:

1. Staff revisits the Amendment to ensure it's clear under Section 1 where it says "In no case shall LED signage be permitted" since the monument signage shown on the PowerPoint presentation indicates white LED backlighting of the sign.

STAFF NOTE: Based on the Planning & Zoning Board condition, staff has altered the agreement to list all of the prohibited signs outlined within the City's sign code.

ATTACHMENTS:

- Amendment to Voluntary Commitment Agreement
- June 24, 2014 Planning & Zoning Board Minutes

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

FIRST AMENDMENT TO
Voluntary Commitment Agreement for Twin Lakes Properties, LLC

THIS FIRST AMENDMENT TO VOLUNTARY COMMITMENT AGREEMENT (the "First Amendment") is made and entered into this _____ day of _____, 2014, by and among **TWIN LAKES PROPERTIES, LLC**, ("Owner") whose address is PMD 429, Unit #104, 4044 West Lake Mary Boulevard, Lake Mary, FL 32746, and the **City of Lake Mary**, Florida, a Florida municipal corporation, ("City") whose address is 100 N. Country Club Road, Lake Mary, Florida, 32746.

WITNESSETH:

WHEREAS, On or about March 5, 2009, Owner and City entered into a Voluntary Commitment Agreement for Twin Lakes Properties, LLC, ("Exhibit A") which restricted signage and uses, among other things; and

WHEREAS, It has been determined that due to the unique site geometry and topography, and the surrounding transportation network, the language regulating signage could create unsafe traffic flow scenarios in conflict with the public welfare; and

WHEREAS, the Owner and City desire to amend the Agreement to provide for signage that is aesthetically pleasing, and promotes a safer transportation condition.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Owner and City do hereby agree as follows:

1. **AMENDMENTS TO SECTION 1.** The Owner and City do hereby agree that the Agreement is amended as follows:
 - (A) Owner applicant agrees that two (2) single sided monument signs will be allowed on the 1.38 acre 7-Eleven project. Each monument sign will have a twenty (20) sq. ft. copy area, not exceed four feet, six inches (4'6") in height, and shall have a stone finish similar to the concept drawings attached to this amendment. The remaining property of the original 3.5 +/- parcel will be subject to Lake Mary's sign code and be allowed to have one monument sign per legally subdivided parcel area. The conceptual monument sign design is attached as "Exhibit B", and the conceptual location plan is attached as "Exhibit C". The following signs are prohibited:
 - a. Any sign which constitutes a traffic or pedestrian hazard or a detriment to traffic or pedestrian safety by reason of its size, location, movement,

- coloring, or method of illumination. Any sign which obstructs the vision of pedestrians or vehicles using the public right-of-way
- b. Electronic signs or signs of a flashing, animated or rotating nature.
 - c. Bare bulb signs, excluding neon signs.
 - d. Signs that interfere with, mislead or confuse traffic.
 - e. Signs attached to trees, streetlight poles, parking lot light poles or utility poles.
 - f. Signs attached to or painted on vehicles, when these vehicles are not regularly used to make deliveries, pickups or are not otherwise actively used, and are parked or located in such a way as to advertise.
 - g. Signs made of combustible materials that are attached to or in close proximity to fire escapes or firefighting equipment.
 - h. Roof signs.
 - i. Pole banners, streamers, ribbons, propellers, searchlights, balloons or pennants.
 - j. Portable signs.
 - k. Pole signs.
 - l. Any privately owned sign placed or located on or over any public or private thoroughfare, road, alley, sidewalk or right-of-way within the city, unless approved by the City Commission.
 - m. Parasite signs.
 - n. Sandwich signs or double sided signs exceeding 30 degrees.
 - o. Any sign not expressly allowed by this sign code.
 - p. Discontinued signs.
 - q. Changeable copy signs unless otherwise expressly allowed by this sign code.
 - r. Off-premises signs.
 - s. Billboards.
 - t. Animated signs.
 - u. Intermittent signs.
 - v. Ground signs greater than 100 square feet in size (area).
 - w. Banner signs, except for new businesses as expressly allowed in Chapter 155, § 6(E)(3) of the City of Lake Mary sign code.

2. **RATIFICATION.** Except as expressly amended herein, the Owner and City do hereby confirm and ratify the Agreement.

IN WITNESS WHEREOF, the Owner and City have executed this First Amendment as of the date and year first above written.

Witnesses:

City of Lake Mary, Florida

By: _____

David J. Mealor, Mayor

Printed Name: _____

ATTEST:

By: _____

Carol A. Foster, City Clerk

Printed Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by David J. Mealor, Mayor for the City of Lake Mary, Florida, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public

Printed Name: _____

My commission expires:

Witnesses:

Twin Lakes Properties, LLC.

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ for Twin Lakes Properties, LLC, who is personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A

[EXISTING VOLUNTARY COMMITMENT AGREEMENT]

VOLUNTARY COMMITMENT AGREEMENT

THIS AGREEMENT made and entered into this 5 day of March 2009, by and between the City of Lake Mary, a municipal corporation, whose address is 100 N. Country Club, Road, Lake Mary, Florida 32746, hereinafter referred to as the "City" and Twin Lakes Properties, LLC, whose address is PMD 429, Unit #104, 4044 West Lake Mary Boulevard, Lake Mary, Florida 32746, hereinafter referred to as the "Owner Applicant".

WHEREAS, the City of Lake Mary has considered the rezoning of the property legally described in Exhibit A (hereinafter referred to as the "Subject Property") to C-2 (Commercial District) attached hereto and made a part herewith; and

WHEREAS, the Owner Applicant is in voluntary agreement with the conditions, terms, and restrictions hereinafter recited and have agreed voluntarily to their imposition as an incident to the development of the Subject Property.

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

1. SIGNAGE RESTRICTIONS

Owner Applicant agrees that any signage to be placed on the 3.5+/- acre project shall be subject to the regulations of the City of Lake Mary Sign Code.

2. RESTRICTED USES UNDER C-2 ZONING

The Following Uses normally permitted under C-2 zoning shall not be permitted:

- a. Drive-through business (restaurants, film developing, pharmacies, banks)
- b. Bars, cocktail lounges
- c. Animal hospitals or veterinary clinics with outside kennels (those without are permitted)
- d. Adult, congregate living facilities
- e. Nursing homes
- f. Package stores or liquor stores, except beer and wine as an accessory to a convenience store
- g. Hotels or motels
- h. Pawn shops and flea markets
- i. Catalog showrooms
- j. Marinas
- k. Private retail and recreational facilities
- l. Auto repairs
- m. Home improvement stores/building supply stores with outside storage (those without are permitted)
- n. Hospitals
- o. Walk-in or Drive-in Theatres

- p. Funeral homes
- q. Dry cleaners with on-site processing (those without are permitted)
- r. Banks and financial institutions with drive-in facilities (those without are permitted)
- s. Post offices
- t. Health clubs
- u. Pharmacies with drive-thrus (Pharmacies without drive-thrus are permitted)
- v. Churches
- w. Parking garages

3. LANDSCAPING REQUIREMENT

Owner Applicant shall provide a Medjool Palm landscape buffer along property lines as shown by the clouded section in Exhibit B, as to create an "entry feature" for travel along CR 46A Westbound.

4. 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.

5. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action. The Owner Applicant shall reimburse the City any legal expenses and cost incurred in defense of this Agreement.

6. BINDING COVENANTS

This Agreement shall run with title to the property and the benefits and burdens hereof shall bind the 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 instruments executed in connection with the development or sale of the Subject Property.

7. RECORDING

This Agreement shall be recorded by the City, at the Owner Applicants 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 of Lake Mary, Florida, and signed by all parties hereto.

8. ARCHITECTURAL FEATURES

The Owner Applicant shall work with the City to provide aesthetically pleasing architectural features throughout the project.

9. DONATION TO CITY OF LAKE MARY PARKS DEPARTMENT

The Owner Applicant has agreed to make a voluntary donation of \$10,000.00 to the City of Lake Mary Parks and Recreation Department prior to the issuance of a City of Lake Mary Site Construction Permit.

10. DURATION OF AGREEMENT

The duration of the Agreement shall be for a term of twenty (20) years from the effective date of this Agreement. If development of the subject property is not completed in accordance with the terms and conditions of this Agreement and applicable state laws of the State of Florida within 20 years from the effective date of this Agreement, then and in that event, the City of Lake Mary shall not be precluded, prohibited or estopped from re-designing and/or rezoning all or any portion of the Subject Property.

11. EFFECTIVE DATE

This Agreement shall not be effective and binding on all parties until the later of (1) this Agreement is approved by the City Commission of the City of Lake Mary, Florida and signed by all parties hereto; or (2) the City rezones the Subject Property to C-2 (Commercial District).

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date and year first above written.

WITNESSES:

[Signature]

Printed Name: Stephen Neto

[Signature]

Printed Name: G.M. Schindler

Twin Lakes Properties, LLC.

By: [Signature]

Printed Name: CHRISTOPHER E. KELLEY

Title: MANAGER

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 3 day of MARCH, 2009, by CHRISTOPHER KELLEY as MANAGER for Twin Lakes Properties LLC., on behalf of the partnership. He is personally known to me or has produced FL DL# as identification.

WITNESS my hand and official seal on the date last above written.

NOTARY SEAL:

[Signature]
NOTARY PUBLIC
Printed Name: LYNDA LEACH
My Commission Expires:



WITNESSES:

City of Lake Mary, Florida

Carol A Foster

Printed Name: Carol A Foster

Susan B. Thorne

Printed Name: Susan B. Thorne

By: [Signature]

Its: Mayor

David J. Meador

Printed Name

Date: 3-5-09

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 5th day of March, 2009, by David J Meador as Mayor for the City of Lake Mary Florida, who is personally known to me or has produced as identification.

WITNESS my hand and official seal on the date last above written.

NOTARY SEAL:



Carol A Foster

NOTARY PUBLIC

Printed Name: Carol A Foster

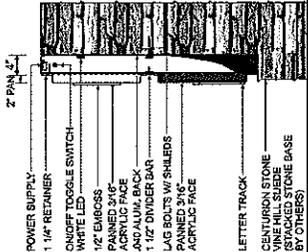
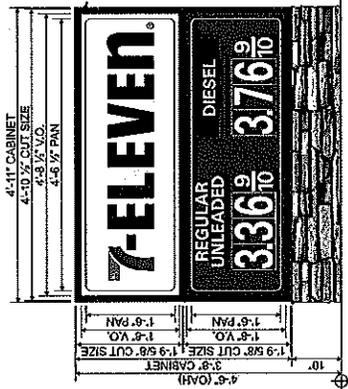
My Commission Expires:

EXHIBIT A

LEG SEC 05 TWP 20S RGE 30E ALL W 6 1/2 CH OF E 51 1/2 CH OF SEC N OF
PAOLA RD

EXHIBIT B

[CONCEPTUAL MONUMENT SIGN DESIGN]



7-ELEVEN LOGO
DIMENSIONS:
OAH: 9 1/2"
OAL: 57 3/4"

NUMBER PANEL: 8 1/2" X 5 1/4"
PRODUCT CORR: 2 1/2"
DIRT: 7 1/4"
FONT: UNIVERSE BOLD

MANUFACTURE & SHIP TWO (2) CUSTOM SF INTERNALLY ILLUMINATED MONUMENT SIGNS.
MAIN ID FACE: 3/16" THICK PAN FORMED & EMBOSSED WHITE ACRYLIC FACES W/ TRANSLUCENT VINYL
CUTS: 1.9 5/8" CUT SIZE, 1.8" V.O., 1.6" PAN, 1.6" V.O.
7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-43 RED, 3M 3630-26 GREEN
GAS PRICE FACE: 3/16" THICK PAN FORMED CLEAR ACRYLIC FACES TO BE BACK SPRAYED PMS 485 RED, THEN PMS WHITE W/ 3M 3630-26 GREEN
TRANSLUCENT VINYL APPLIED SECOND SURFACE & CLEAR ACRYLIC TRACKING ADHERED FIRST SURFACE FOR CHANGEABLE FONT KIT.
7-ELEVEN PAINT SPECS: PMS 485 RED, PMS WHITE 7-ELEVEN VINYL SPECS: 3M 3630-26 GREEN
4" DEEP EXTRUDED ALUM. CABINET W/ 1 1/4" RETAINERS & 1 1/2" DIVIDER BARS ALL TO BE PAINTED DURANODIC BRONZE.
CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. PROVIDE CUSTOMER W/ STANDARD 8 7/8" FONT KIT.

NOTE: STACKED STONE BASE TO BE PROVIDED BY OTHERS!
1 | Face View & Side Mounting Detail - Custom Monument Sign - Sign Type A
1/4" = 1'-0"

Display Square Footage (Each Cabinet): 18.0

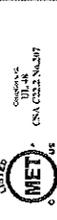
harbinger.
sign of the future
5300 SHAD ROAD, JACKSONVILLE, FL 32257 904.268.4681

7-ELEVEN #37092
4965 CR 45A
SANFORD, FL 32773

SVE3393R4
FX Customer (V7 Eiken)
SVE3393R4 #37092.cdr

Replicate & Install:
Sign Package
S.A.M.: ORIGINAL CONCEPT
S.22.M.: 82 - V5 Monument Sign / (Stacked Stone)
S.23.M.: 83 - V5 Monument Sign / (Elevations Unit)
S.24.M.: 84 - V5 (Oak Monument / Elevations Stone)
S.25.M.: 84 - V5 (Oak Monument / Elevations Stone)

Salesperson: RC
Designer: VS
PK: LL
Date: _____

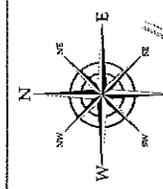
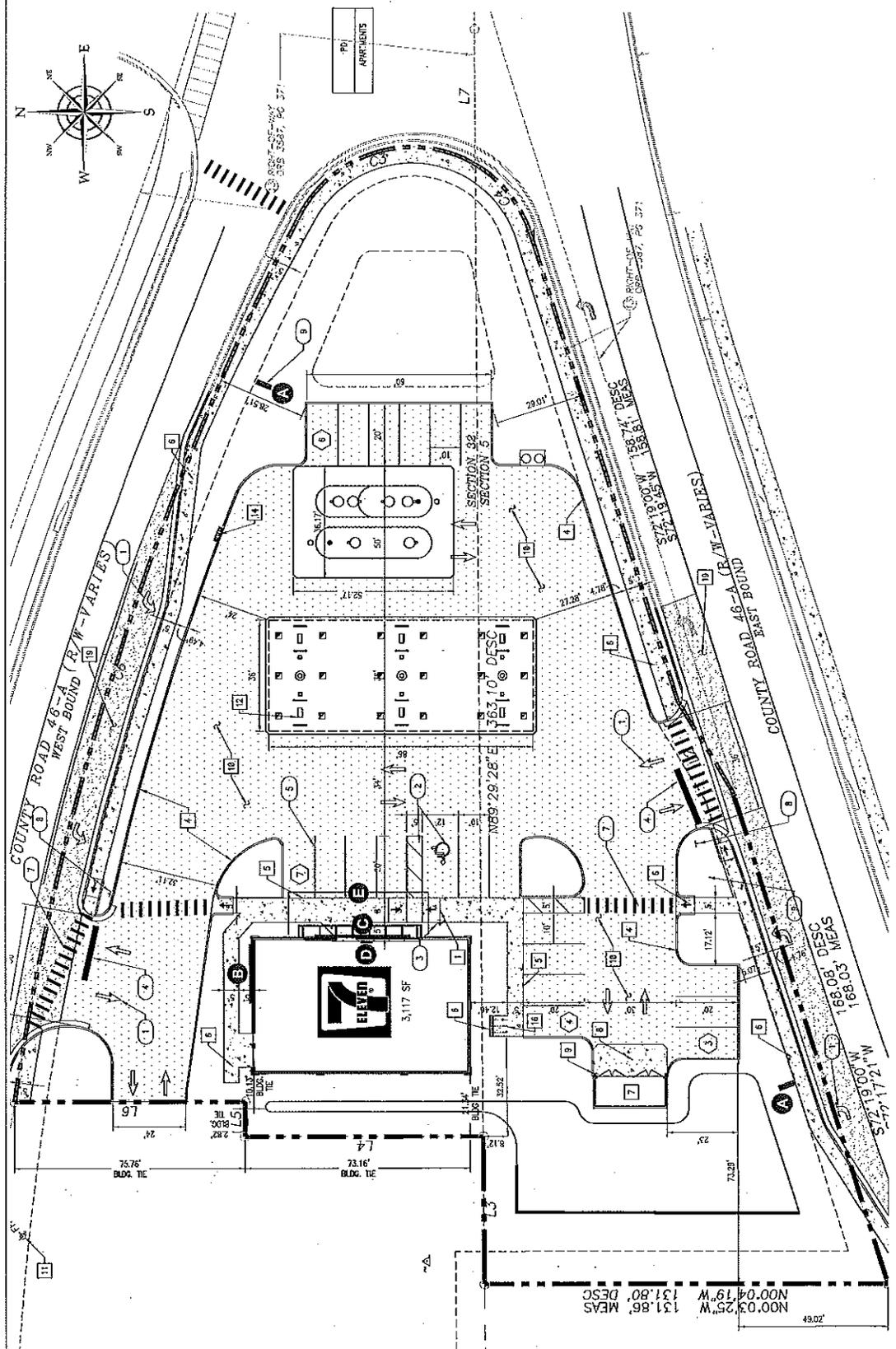


CONFORMS TO:
UL 48
CNS 2232-NA-017
THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS FOR THE SIGNAGE AND/OR THE SIGN PACKAGE ON THE FOOT SIDE.

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EXHIBIT C

[CONCEPTUAL LOCATION PLAN]



APPURTENANCES	PO	AP

11 | Site Plan
1/20" = 1'-0"

harbinger.
sign of the future

5300 SHAD FORD, JACKSONVILLE, FL 32217 904-268-4481

7 ELEVEN #37092
4955 CR 46A
SANFORD, FL 32773

SVC3395R4

Fabricate & install:
Sign Package
5.014: ORIGINAL CONCEPT Sign / Canopy Structure
5.2214: R2 - V5 Monument Sign / Scaffolding
6.314: R4 - V5 Monument Sign / Scaffolding (Unit)
6.314: R4 - V5 Monument Sign / Scaffolding (Unit)

Selection: RG
PK: LL
Designer: VS
Pages: 6

15720
MET
CSA (C) 2013

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1 VIII. New Business

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3 A. 2014-SP-06: Recommendation to the City Commission for Site Plan approval
4 with Variances for 7-Eleven, 4955 County Road 46A, Lake Mary, Florida;
5 Applicant: Interplan, LLC/Stuart Anderson or Heather Johnston (Public
6 Hearing)

7
8 B. 2014-DEV-01: Recommendation to the City Commission for an amendment to
9 a developer's agreement entitled First Amendment to Voluntary Commitment
10 Agreement for Twin Lakes Properties, LLC (associated with 2014-SP-06/7-
11 Eleven); Applicant: Interplan, LLC/Stuart Anderson or Heather Johnston (Public
12 Hearing)

13
14 Juan (John) A. Omana, Jr., Community Development Director, provided opening
15 remarks/points of order. He said, Mr. Noto will be presenting the technical merits of
16 the application. We have been working very closely with the Applicant and their
17 engineers working out a number of technical and design issues over the last few
18 months and we have had some good feedback from both sides. We have also
19 been working with the City of Sanford in light of the fact that they also have partial
20 jurisdiction on this project.

21
22 Mr. Omana stated, as another point of order, as I stated, we have been meeting
23 with the Applicant on numerous occasions. We also had an opportunity to meet
24 with the Applicant yesterday at 911 Wallace Court with staff present at that
25 meeting, as well as Dr. Hawkins present at that meeting. As a matter of record, I
26 would like to get our Chief of Police, Steve Bracknell, to the podium to state for the
27 record what he discussed and disclosed at the meeting. I will then ask Mr. Noto to
28 do the same, followed by Mr. Schindler, and I will follow-up, and then we'll proceed
29 with your disclosure.

30
31 Steve Bracknell, City of Lake Mary Police Chief, said, thank you, John. I was asked
32 to attend the meeting yesterday just to review/look at what the Applicant had as it
33 relates to public safety and to see if my concerns would be – if there were any
34 public safety issues. As it relates to their presentation, I really did not have any
35 concerns. As it relates to placement of their buildings, their outbuildings, or their
36 sign, as they were going to bring it down on 46A, I had a big concern. There's a
37 down grade. How far up they were going to put that sign, or if it was just going to
38 appear right at the entrance so those people will be slamming on their brakes was
39 my biggest concern. But, the Applicant pointed out that they are going to move it
40 further up, which would give notice to some folks if they saw a brake light, and that
41 in combination/concert with the decel lane, I believe, the turn lane coming in, will
42 work out nicely. That's what I discussed and that's what I observed. That's about
43 it.

1 Stephen Noto, Senior Planner, stated, I was there for any additional back-up
2 information that was needed by the Applicant or Dr. Hawkins at the meeting.
3 Mainly talked about the signage, the landscape issues, and access to the site.
4 Other than that, it was general discussion about the project.
5

6 Gary Schindler, City Planner, said, discussed the landscaping primarily and the
7 signage, but also stated concern about the safety issue of not having the sign on
8 the eastbound lane, and that because of the configuration of the lane and the heavy
9 vegetation very close to the curb, there will be a site distance problem, and without
10 the signage, I felt that there would be a potential for people getting up on the
11 building, deciding that's where they wanted to go, stopping suddenly, and we could
12 have a rash of rear-end accidents; whereas, the signage would be – people would
13 know in advance that it's there and could adequately slow down and could signal
14 their intent to the vehicles behind them.
15

16 Mr. Omana stated, I spoke about landscaping, specifically palm trees, and the
17 landscape plan and the perimeter buffers. So, that was the extent of my
18 discussion.
19

20 Chairman Hawkins said, the Applicant asked/contacted me a couple of weeks ago
21 and wanted to meet with me prior to me going on vacation and prior to receiving
22 this packet, so I thought it would be a good idea, since I didn't have all the
23 information, if we could meet at the planning and zoning board room. And so we
24 did. And, thank you, Mr. Noto, for arranging that and getting everybody to attend. I
25 guess the word was out that I'm concerned about signs in the City of Lake Mary.
26 So, I guess that's how that request came about. We had a good discussion on the
27 signs, on where to put them, and we had discussion on the funeral home right
28 behind it on whether we had granted some variances and some exceptions for the
29 funeral home, which I'm sure Mr. Noto will bring up in a little while. And I saw the
30 rendering for the signs and the rendering for the building and the placement of the
31 signs, and based on everybody's discussion, I had no disagreement with any of it
32 other than maybe moving a couple of shrubs and trees around the signs just so the
33 signs are more visible like Gary and the Chief said. So, that was, pretty much, my
34 input.
35

36 Mr. Omana asked Chairman Hawkins, in light of those comments and in light of the
37 fact that this is a quasi-judicial proceeding, is it correct then that the decision that
38 you will be making this evening will be solely based on the evidence that is
39 presented this evening?
40

41 Chairman Hawkins answered, yes. Thank you. And I said that at the meeting; in
42 addition to what the Board recommends, not just me.

1 Mr. Noto proceeded to present Items A. and B. simultaneously along with their
2 respective Staff Reports with a PowerPoint presentation on the overhead projector.
3 He stated, we have had many, many, many P&Z meetings. It's a rare occasion to
4 have a PowerPoint presentation on any item, but I went ahead and put one
5 together for this item because of its uniqueness. A lot of moving parts, a lot of
6 unique things happening, so I went ahead and threw one together today to kind of
7 help out with some of the topics of discussion that we'll touch on this evening.
8

9 Mr. Noto said, this first slide here is some real basic information. If you recall, five
10 years ago, the property owner came forth with a rezoning to Commercial and – C-1
11 (General Commercial) zoning – excuse me, Commercial land use and C-1 (General
12 Commercial) zoning with the intent to redevelop the property from what we
13 affectionately call the "Goat Island" to a Commercial property. That was done, as I
14 said, in 2009. The City of Sanford -- went through a similar process with them with
15 a Development Order, again, with the purpose of redeveloping the site as a
16 commercial property.
17

18 Mr. Noto stated, the request that's before you this evening is very unique. You will
19 note there it's a 3117 square-foot convenience store with gas canopy. The
20 convenience store isn't even in the City of Lake Mary. It's all in City of Sanford.
21 Only a little sliver of the gas canopy is in the City of Lake Mary as you will see in the
22 upcoming slides. But, there are still improvements happening on a portion of the
23 project that are within the City limits, which is why we are here this evening.
24

25 Mr. Noto said, so, here's an aerial of the property. You can see the portion of the
26 project that is within the City of Lake Mary. The other portion is just to the north.
27 We'll see more of that in a minute. I will point out when the rezoning came through,
28 a good portion of land to the west was part of that rezoning. That is not part of the
29 project this evening. We're only talking about the western edge of the holdings.
30

31 Mr. Noto stated, so, here's the Site Plan (indicating to overhead projector). The
32 jurisdictional boundary is the red line there (indicating to overhead projector). So,
33 everything we're reviewing is essentially underneath that red line. So, we'll be
34 looking at the dumpster placement, the parking, and the stormwater. The unique
35 thing about the parking – as I said, the convenience store is not in the City of Lake
36 Mary, so, we actually have no jurisdiction over the total number of parking spaces
37 that are required onsite. So, by all intents, the parking that has been provided is
38 being dictated by the land development code of City of Sanford; however, what we
39 saw that is being provided, we found to be sufficient.
40

41 Mr. Noto said, dumpster location --would turn in from 46A just at the end of the
42 parking aisle adjacent to the stormwater pond that is being proposed at the
43 southwest corner. I will point out – you will see this dark, black line. We'll talk

1 about that in a short amount of time. That is a retaining wall. There are some
2 floodplain issues, as well as a lot of wetlands, on the property to the west. We
3 really don't think that property will ever be developed. It's not owned by the
4 property owner that owns this parcel. Highly unlikely for that property to ever be
5 developed, especially in that area. So, I will cover that in a bit more detail later on
6 when we get to the wall variance.
7

8 Mr. Noto stated, some new access points into the property. I will point out the turn
9 lanes. In coordination with the County – obviously, County Road 46A is a county
10 road. Upon their review of the project, they requested that two turn lanes be added
11 at the two curb cuts in the property. Really think that will help with access. We all
12 know how people fly around the corner by the cemetery. This compounded with
13 the signage really is going to increase safety in the area; let people have an area to
14 slow down, decide whether or not they want to get in. There is, of course, a turn
15 lane existing that helps folks do a U-turn to go westbound and that will kind of all
16 work together to really improve this area of town.
17

18 Mr. Noto said, there will also be crosswalks from the sidewalks on both City of
19 Sanford side and City of Lake Mary side; heavily used sidewalk area getting to the
20 Rinehart Trail, and there is also work to be done on the north side of 46A, a little bit
21 further away from here, but it will have an impact, trickle down, and that is the filling
22 of the gaps of the Rinehart Trail in City of Sanford between Rinehart and 46A to
23 really put together that network. It has nothing to do with this project; however, the
24 amount of use that we'll see on the sidewalks and 46A, we can expect that to
25 increase.
26

27 Mr. Noto stated, there is one variance that is not necessarily landscape-related that
28 is part of the Site Plan request and that is for the retaining wall. The Code says that
29 your retaining wall cannot exceed 33% of the circumference of a retaining pond. As
30 I mentioned, there are some issues with the floodplains on the adjacent property
31 that do come onto this property, some elevation challenges, so they have had to
32 design it as shown in order to make it work. Retaining walls and landscaping
33 variances are really two of the easier variances to get. While the findings of fact for
34 retaining walls are similar to those of setbacks, the findings of fact for landscaping
35 are much different; however, we found that their request to construct the retaining
36 wall, as proposed, was reasonable. You will see on pages 3 through 5 of your Staff
37 Report the different findings that we found. We really saw no other way for them to
38 design this without requesting that variance.
39

40 Mr. Noto said, here are your building elevations (indicating to overhead projector).
41 Originally, there was brick proposed. We're kind of on a different swing these days
42 it seems with brick in different parts of the City. So, in coordination with the
43 Applicant and City of Sanford, they have proposed kind of the stacked stone look

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1 that has been used recently mainly in the Colonial Towne Center area, the new
2 apartments they have used the stone, and there are some other businesses in that
3 area that have incorporated the stone. So, they provided us these elevations on
4 what we can expect to see. The rear elevation is really going to be tough to see.
5 There is some vegetation at the southwest corner of not this site, but the adjacent
6 site that will stay. So, we really think while it is a nice looking elevation with all the
7 landscaping and such, it won't be seen much anyways.

8
9 Mr. Noto stated, speaking of landscaping, really unique site here. A lot of
10 challenges with buffer widths and number of plantings. That being said, their
11 landscape folks did a really great job in trying to get as many trees in as possible.
12 We really think that the buffer on the south and the west is going to be really
13 something when everything is planted. You can see the different types of trees that
14 are being proposed in the southern buffer. One item that is not shown on here –
15 actually, I will get to that in a minute regarding the wall. And there is your western
16 landscape buffer adjacent to the retaining wall (indicating to overhead projector).
17 Both buffers require variances. The southern buffer, there is a variance of 9' from
18 the required 25-foot buffer, and then a variance of 15 canopy trees from the
19 required 24. It's really difficult to fit in all the trees needed in that area. I mean,
20 there really was not a whole lot of room to plug in all the required trees, but as I
21 said, they did a really great job with the area that they had to work with.

22
23 Mr. Noto said, something that was not in the Staff Report but that was considered
24 as part of the variance was the variance of providing a six-foot-tall brick wall or a
25 four-foot-high berm really serves no purpose. Really isn't a whole lot of room to
26 install something like that. Just to the south, we have the Bell Timacuan
27 apartments, and then just off to the side of the slide here would be The Hills of Lake
28 Mary. We really didn't feel that it had much of a need, the wall, and this site is so
29 unique that it would just not work well.

30
31 Chairman Hawkins interposed questioning, no need for a buffer from a cemetery, is
32 there?

33
34 Mr. Noto responded, right. That either. Good neighbors. He stated, your western
35 buffer, not as much of a challenge in the width, but, again, another challenge with
36 the number of canopy trees and things of that nature. But, as you can see, we
37 have a few different levels of trees to be planted adjacent to that buffer. And, as I
38 mentioned, over in this area just to the southwest (indicating to overhead projector),
39 a lot of existing vegetation that will stay as it is not part of this project. And, again,
40 another variance from the retaining wall and the berm.

41
42 Mr. Noto said, let's talk about signage really quick. You can see the two red circles
43 where the proposed signage is to go. A little bit of history. When we did the

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1 rezoning in 2009, there was a voluntary developer's agreement that was entered
2 into. Among other things, there were some regulations on signage. That regulation
3 was there was to be one monument sign placed onsite. Good intentions, but now
4 that we're at the practical portion of Site Plan review and now that this site is not
5 being developed as one project with the remaining parcel to the northwest, in
6 working with the Applicant and City of Sanford, we really felt that two monument
7 signs – and as Gary, Chief and John mentioned earlier, it really became a safety
8 concern. In talking with the Applicant, the most likely position of one monument
9 sign would be at the easternmost portion of the project site. Really not practical at
10 all. So, in working with staff, Sanford and, again, the Applicant, we said, okay.
11 Let's go back and amend that developer's agreement. Let's allow two monument
12 signs on this portion of the project. What's great about it is we have one – we still
13 have one monument sign on this parcel. This is a separate parcel in Lake Mary,
14 and then the northern parcel is a separate parcel in the City of Sanford. So, from a
15 precedent standpoint, we really think we have some good things to lean on in the
16 Commitment Agreement in that these are separate parcels, not to mention, as Dr.
17 Hawkins alluded to earlier, the funeral home property just to the west, they have
18 two monument signs on the north side and the south side of the property, and they
19 also have two monument signs on the cemetery side; one on Rinehart and one on
20 46A. So, we really think that there are good things to lean on from a legal
21 perspective, from an aesthetics perspective, and from a safety perspective in
22 amending that developer's agreement allowing these two monument signs; the text
23 of which is this (indicating to overhead projector) outlined in your Staff Report. Still
24 no LED signs. The monument signs will essentially look like this conceptual
25 drawing (indicating to overhead projector), but by all intents, we expect something
26 almost similar to this to be installed 4'6" tall. We have the manual copy prices. We
27 tried to suggest maybe putting a 2 there and just keeping it as the literal price, but,
28 you know, that never works out. We have the stone base; stone in the back. One
29 thing that came up in the discussions yesterday, one additional item, was moving
30 around some of the plantings and adding maybe a little planter base on the rear of
31 the sign with some flowers and such to kind of add a little buffer to the rear of the
32 monument sign. And I think there was one Live Oak tree that had to be moved so
33 as to not create a new safety problem when we're trying to relieve the safety
34 problem.

35
36 Mr. Noto stated, that is it. Because of the variances, both items will go to the City
37 Commission on July 17th. We have two conditions as part of our recommendation
38 of approval; that the cover sheet be updated to show the landscape variances,
39 which has been provided to us via PDF, but we just want to see it on the actual
40 site construction plans. The same with Sheet L-1; accurately state the landscape
41 requested and such. That has been provided PDF. That will just be put in as
42 part of the Site Construction Permit. And then Condition No. 2 is that the
43 Applicant shall comply with any remaining DRC comments from the Seminole

1 County Health Department. There are some other things just hanging out there
2 as part of their DRC review comments, but nothing that would hold up the
3 request.
4

5 Mr. Noto concluded his presentation by saying, so, we are recommending
6 approval of not only the Site Plan with the variances but also 2014-DEV-01, which
7 is the amendment to the Voluntary Commitment Agreement. I'll be happy to take
8 any questions. The Applicant is also here this evening if you have any other
9 questions for them.
10

11 Mr. Omana announced these items are quasi-judicial in nature; that a Quasi-
12 Judicial Sign-In Sheet (see attached) was located at the back of the chambers for
13 any interested party to sign in order to be kept abreast of these matters.
14

15 Chairman Hawkins asked, is there room for a tanker truck to go around the island
16 and make that turn? He said it's hard to conceptualize.
17

18 Mr. Noto replied questioning, the existing U-turn area here on 46A, or you mean to
19 get into the site?
20

21 Chairman Hawkins answered, a tanker truck is going to come in from the south
22 side and it's going to unload the gas where the tanks are, and then exit around the
23 other way. I just wanted to make sure that the tanker truck could make a turn and
24 go through there.
25

26 Mr. Noto stated, we didn't talk much about that, but I'm looking over at the
27 Applicants and they are shaking their heads, yes, that that was a consideration in
28 designing the site.
29

30 Member Miller said, my question is about the crosswalk. He asked, I would
31 imagine you're expecting traffic from the apartment complexes, both bicycles and
32 pedestrians, coming through that crosswalk?
33

34 Mr. Noto responded, correct.
35

36 Member Miller questioned, is it well lit there? What's the lighting like there?
37

38 Mr. Noto replied, right now it's not well lit, but after this is installed, it will definitely –
39 not only will it be well lit from just by purpose of it being developed, but we'll also be
40 working with the County to have special signage installed, perhaps those rapid
41 flashing beacons or some additional signage, to let people know that there would
42 be crosswalks happening or folks crossing the road there.
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1 Member Miller asked, is it possible to equip this intersection like the Publix to
2 Westin hotel where they have the crosswalk? Is that something that the Applicant
3 should pay for and install?
4

5 Mr. Noto answered, as far as that goes, I can't speak to that because this is a
6 county roadway and that's in their right of way, as part of their improvements. We
7 would have to look into that a little bit further with the Applicant and the County as
8 far as who would pay for it, but I think that instrument would be a great
9 improvement.
10

11 Member Miller pointed out that, so far, we're number one in pedestrian problems
12 and he would like us not to add to that.
13

14 Mr. Noto agreed with Member Miller.
15

16 Member Schofield pointed out on the monument signage slide of the PowerPoint
17 presentation that on the far right, about four down, it says, white LED. He
18 questioned if that was the back lighting of the sign.
19

20 Mr. Noto, responded affirmatively.
21

22 Member Schofield further pointed out that the Amendment says that, in no case,
23 shall LED signage be permitted. He asked if he was understanding that properly.
24

25 Mr. Noto replied that he understood where Member Schofield was heading. He
26 informed Member Schofield that the City allows ground signs to have LED bulbs
27 but doesn't allow LED numbers or moving graphics, things of that nature. He
28 assured Member Schofield that staff will revisit the Amendment to ensure it's clear
29 under Section 1. where it says "In no case shall LED signage be permitted" since
30 the monument signage shown on the PowerPoint presentation indicates white LED
31 backlighting of the sign.
32

33 Chairman Hawkins requested the Applicant come forward and address the Board.
34

35 Stuart Anderson, P.E., Applicant Representative with Interplan, LLC, 604 Courtland
36 Street, S. 100, Orlando, Florida 32804, addressed the Board on behalf of 7-Eleven
37 in favor of the proposed Site Plan with variances. He stated that he thought Mr.
38 Noto has adequately presented their project and he was just present to answer any
39 questions the Board may have.
40

41 Member Miller questioned Mr. Anderson, would you object if our motion included a
42 recommendation that says that somewhere in this process Chief Bracknell would
43 approve pedestrian safety for this or whatever we would do? He said, I'd kind of

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like to feel comfortable that a professional has looked at this and says we're not creating something that we're going to be sorry for later.

Mr. Anderson answered, I understand where you're coming from and I'm willing to work with the Police Chief; however, this is a Seminole County road. We met with Seminole County and this is the design from the County Engineer. This is exactly what he wanted; wider crosswalks; they're in the locations that he wanted, and the signage that we are providing is what he asked us to provide. They are going to be stamped – actually, it's a colored mat that looks like brick pavers, but it's not actually brick pavers, but it provides a discrepancy in the pavement so that it stands out. I think you call it some high emphasis type of brick paver walkway. The golf course just down the street has a golf cart path crossing Country Club and it's the exact same material that they put down there and the signage. That was one of the ones that he asked us to look at and said that's what the County would want it to be in this location. He stated they are dealing with the County and the two cities, but that he would be happy to speak with Chief Bracknell about this and show him what the County asked them to do.

Vice Chairman Taylor asked Mr. Anderson if he had any questions, comments, additions, or concerns as it relates to the meeting prior to this meeting between staff and Chairman Hawkins as to what their comments were.

Mr. Anderson responded, no. We understand their comments and we're working through them. They are minor that I know of other than getting the other agency permits, the County right-of-way permit and the Health Department permit. I think those are the major hurdles we still have to overcome.

Member Schofield questioned what the hours of operation for this 7-Eleven are going to be.

Mr. Anderson replied, a 24-hour store.

Chairman Hawkins opened the hearing to public comment regarding 2014-SP-06. Hearing none, he closed that portion and lengthy board discussion ensued as follows.

Member Fitzgerald expressed his opposition to this project. His concerns are people leaving the property due to the speed on 46A, the elevation changes causing visibility problems; that there was nothing about it from a safety standpoint that he liked at all and requested to lower the speed limit on 46A for that stretch.

Member Schofield expressed his concern of a commercial property running 24/7 in a residential area.

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Member Fitzgerald further expressed his concern of residents at Bell Timacuan crossing the road in that traffic going that speed limit.

Vice Chairman Taylor concurred with Member Fitzgerald's safety concerns/comments about this being an encouraged pedestrian access, especially the travelers coming off I-4, but she saw it as a great addition.

Chairman Hawkins expressed he was in favor of the project because it includes accel/decel lanes (see further conversation about accel lanes below); that he thought this would be a good addition. He expressed he was not in favor of the crosswalks, but he didn't think that was up to the City to decide. He suggested recommending to the City Commission that the crosswalks be lit up, or however the City wants it done.

Vice Chairman Taylor asked if there was a way to put a sign, or any flashing anything, on both sides of 46A, warning of the crosswalks ahead.

Mr. Noto answered that he has seen signs saying such things as driveway ahead, things of that nature. He pointed out that he drives this area a zillion times a year since he resides in the area and there are almost two dozen safety signs indicating speed limit, golf cart crossing, curve ahead, signs for everything, from Rinehart going east along this curb, most of them having to do with the funeral home. He agreed that there needs to be more, but whether or not the public pays attention to them is a whole another ball game. He said that the City will coordinate with the County because, again, this is all up to the County what type of signage or improvements happen on 46A, but that driveway ahead, crosswalks ahead, all of those safety signs certainly should be considered, if not required, along the curve in this area here (indicating to overhead projector) leading up to the driveway on the south side.

Vice Chairman Taylor requested that additional road signage be looked into and request Seminole County to add additional road signage, and if it needs to be lit or flashing or it's expensive, then that be borne at the cost of the Applicant.

Member Fitzgerald commented that he thought the multiple safety signs bears out the point that it's not a safe area and that he thought we're going to regret this if approved, but that it would be convenient to be able to get gas there.

Chairman Hawkins commented that he didn't think this particular stretch of road is currently safe; that he didn't think the City and the County have made it safe.

Member Schofield questioned if Bell Timacuan was going to match up evenly with the entrance to the proposed project.

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Mr. Noto responded, the existing curb-cut to get onto the subject property is right about where this laser point is (indicating to overhead projector), and just to the south of that is the entrance into Bell Timacuan (indicating to overhead projector). The existing curb-cut, if you recall having driven past that area, is practically/literally right after the existing landscaping and such that is on the property to the west. They are moving that curb-cut further to the east, so there will not be a direct access point from Bell Timacuan straight across 46A.

Member Schofield pointed out that people are going to have to jog across two lanes to get into that decel lane and then turn in, but if somebody is leaving 7-Eleven trying to get back into Bell Timacuan, they are going to have to leave out of the north exit and circle around to get back. He asked, how much of a difference is it? Are we talking ten feet off of each other? He stated that he thought a lot of people that would probably just take that 10' and jump the cut.

Mr. Noto replied, if you look at the Site Plan here, the access point is right here (indicating to overhead projector). It's quite a distance because the existing access point is more in this general area here (indicating to overhead projector) putting the Bell Timacuan driveway right around here (indicating to overhead projector). He pointed out that if folks from Bell Timacuan want to go westbound, they have to cross two lanes of traffic to get into the existing turn lane and then do a U-turn to go westbound on 46A.

Member Fitzgerald commented, I don't think the challenge is leaving Bell Timacuan to get to the 7-Eleven. I think the safety issue is leaving the 7-Eleven to go to Bell Timacuan, and they are probably not going to go around.

Member Schofield commented, it depends how wide that gap is between those entrances.

Discussion ensued between Chairman Hawkins and Member Miller as to whether or not there is actually an acceleration lane on the south side and looked to staff for direction on that.

Mr. Noto said, I wouldn't necessarily call it an acceleration lane because it is a left-turn lane. So, if you were to leave the southern access point and turn east, I guess you could go in that turn lane and try to pick up some speed. It's not meant as an acceleration lane as then there would be arrows giving you the ability to speed up and do what you need to do. They are specifically decal lanes.

Chairman Hawkins commented, but there is not a left-hand turn lane as there exists now.

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Mr. Noto stated, there is a left-hand turn lane to do a U-turn.

Chairman Hawkins commented, okay. So, essentially, there is what there is there now.

Mr. Noto said, right, and then they're extending the left-turn lane down. And, just to kind of give you an idea, here is the existing curb-cut into Bell Timacuan that will not be modified (indicating to overhead projector). The existing curb-cut into the subject property is a little bit further this direction (indicating to overhead projector), so it's not a direct cut across, but here's your 150-foot difference. They have the ability to now jet across and have a full left-turn lane to make their decisions; either go in or make their U-turn.

Chairman Hawkins asked Mr. Noto if the subject property is zoned C-1 or C-2.

Mr. Noto answered, C-1. And then as part of the Voluntary Commitment Agreement, there was a number of uses that were not permitted to be put here. Convenience store was not on that list. It was really the intent – originally, the zoning was A-1 (Agriculture) and the Future Land Use was Public/Semi-Public. Both of those were changed to Commercial, as a whole, in 2009.

Member Miller commented that he was hearing an unusual amount of negative comments on this item. He questioned the implications of a no vote.

Mr. Noto responded, you're the recommending body, so it still goes to City Commission. I would encourage you that whatever changes you would like to see or whatever additions you would like to see, add them as conditions of approval or conditions of denial. I don't know if you would condition a denial, per se, but if you recommend denial, you may want to ask the Commission to look at these things if they opt to approve such as the safety signage and the other items, lighting and such.

Member Miller commented that he was really not comfortable with this overall, but if somehow the pedestrian safety issues were taken into consideration, he would feel less uncomfortable and could probably vote yes for it. He requested that both pedestrian intersections be equipped exactly like the one on International Parkway between the Westin hotel and Publix and that there be adequate lighting at those locations.

Chairman Hawkins suggested Member Miller make that a condition, if he wanted to.

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1 Vice Chairman Taylor commented that she would like to recommend that
2 Seminole County look at pre-site warning signage of ingress and egress born at
3 the cost of the Applicant; whether that be flashing or lighted, or anything else, to
4 distinguish it from the other run-of-the-mill safety signage in an abundance of
5 caution and the belief that we're doing the best thing for the citizens of Lake Mary
6 and those who visit Lake Mary.

7
8 Chairman Hawkins commented, I think it would be good to make that comment,
9 but I don't think you can make it a condition because I don't think that's
10 something that the Applicant has control over. Certainly the Applicant has
11 control over what kind of crosswalk to put in and how it's constructed and how it's
12 lighted. I think you just need to make a recommendation that the City put
13 additional warning signs, whatever that may be.

14
15 Vice Chairman Taylor commented, I personally would recommend approval with
16 several conditions related to pedestrian and driver safety.

17
18 Member Schofield commented, I'm not a traffic engineer, by any stretch of the
19 imagination, but my guess is Seminole County has said these are the minimum
20 requirements, but just because it may be a minimum, doesn't mean that it has to
21 stop there. I think the County and the Applicant have the ability to go above and
22 beyond to ensure the safety of the residents.

23
24 Vice Chairman Taylor commented, I don't think the Applicant can bear the
25 responsibility of signage on the roadways. They don't have any control over that.
26 Even if they wanted to, the County could say no. So, I don't want to put that burden
27 on the Applicant.

28
29 Mr. Anderson stated, I just want to discuss the meeting that I had with Seminole
30 County and the County Engineer, and the first thing I would like to point out is that
31 there are advance warning signs that we're proposing 300' in front of the crosswalk
32 that will be similar to what's up the street at the funeral home. They have an
33 advance warning, pedestrian crossing ahead signs, and then you've got signs
34 again at the crosswalk. However, we did talk about that crosswalk you are talking
35 about over by the Westin hotel, and the County did not like that in this situation
36 mostly because of the speed limit again. I know it is a higher speed limit here. It's
37 a lot lower there. They felt that on a higher speed road, if you put the flashing
38 lights, it makes pedestrians feel too comfortable; that they can just walk out into the
39 street and that they're protected, and they need to be aware of the situation. Also,
40 that it isn't a perfect situation, but it is the only way to provide pedestrian access to
41 the site, but at least by not putting flashing lights, pedestrians are more aware of
42 their surroundings and are watching for cars instead of just, oh, there's a flashing
43 light, I'm going to walk out into the street. So, they did not like the idea of the

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flashing lights. They wanted to just put signage up. We probably wouldn't object to putting more signage, if you wanted it, 500' and at 300', but, like I said, we met with the County. This is their design, what they asked for. They said push it further down so that it's not right when you come around the bend. It's a little bit further down the site. So, that was kind of a summary of the meeting I had with the County and what they asked us to do.

Member Miller commented, and that's one reason I feel sorry for you having to deal with all of us because I just totally disagree with what they said.

Member Schofield asked Chief Bracknell, once a pedestrian enters a crosswalk, they have the right of way regardless of whether it's signs or flashing lights; correct?

Chief Bracknell replied, you are 100% correct.

Member Schofield questioned, so, if that's the case, then the County's assumption -- based on your professional opinion, would you say that what the County is saying holds water, I guess?

Chief Bracknell answered, well, much like you, I am not a traffic engineer, but I would put a flashing light there.

Member Schofield said, I mean, if the pedestrian has the right of way, regardless of whether there's a flashing light there or not, and the County is concerned about the speed and, therefore, they don't want to put the flashing light in, it almost seems like it's a double negative. And I hope the Applicant understands that -- and I feel for you because you're in a tough situation.

Mr. Anderson stated, I understand and I don't object to what you're asking. It's not that big of a deal, but it's just dealing with the County. It's their right of way; having to go back to them and re-permit something they have already approved/designed and this is what they have asked for. So, I'm kind of caught in the middle with the jurisdictions here.

Alternate York commented that you are always going to have a pedestrian traffic issue as long as you have drivers that aren't driving at slower speeds, but he thought this was a good idea; that this is something that is just going to take time and it's going to require everybody to drive slower on 46A.

Chairman Hawkins commented that he thought that these kind of crosswalks that are in the middle of a road and not at an intersection ought to be more highly visible than the ones at a traffic light. I think it ought to be a standard that the County adopts for any crosswalk across a four-lane road.

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Member Miller commented, I'm on MetroPlan Orlando Citizens Advisory Committee and we hear an awful lot about pedestrian accidents and deaths, and the one thing that really hit home with me – I'm not sure I understood the crosswalk law until it was pointed out to me. If someone is standing in that crosswalk, automobiles are required to stop. If you want to see how often that gets violated and how motorists don't know that law and violate it, go stand in a crosswalk and see how many people whiz right by you without slowing down. Orange County wrote tickets until they were blue in the face at \$260 a ticket when they tried that. They had policemen standing in the crosswalk and people didn't stop, didn't slow down. So, I think a crosswalk alone – and this is in a bad place. It's a place where you're going to be attracting new people to go somewhere and their customers of 7-Eleven and we want them to go and we want you to be there, but I don't want to be part of signing off on something and then two weeks after you open up, I get to find out that a nine-year-old boy got hit in a crosswalk there. So, I want to do everything I can to make sure that doesn't happen. And I'm sorry you're caught between two jurisdictions, but that's where the property is.

Alternate York reiterated that he thought this is a good use of the property; that he didn't see any other use.

Chairman Hawkins commented that C-1 is pretty intense and you're going to have the traffic no matter what goes there.

Mr. Anderson said, just one more thing to add. I mean, this is a gas station. We would rather people drove to the site, and I don't think we'd object to removing the crosswalks so that we're not encouraging people to cross the road and we'd rather they drove across the site or walked down to one of the intersections to get over.

Member Miller asked, with the proximity to Bell Timacuan, you don't think kids are going to walk over there and get a Slurpee?

Mr. Anderson responded, I'm not saying they're not going to go to it. I'm just offering up another solution.

Member Miller stated, I understand. I don't like that one either.

Chairman Hawkins said, it would be okay if there weren't existing sidewalks on either side of 46A, but.....

Mr. Noto stated, I'll just echo Member Miller's comments regarding MetroPlan. I serve on three of the committees, I think. I'm the Chairman of the Bicycle and Pedestrian Advisory Committee. Pedestrian safety and our rankings, as a region, in this country are – it's a sad state of affairs, and it's a double-edged sword with –

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and this is the exact type of site that is such a challenge because you want people to get there safely, but on a highway, how do you maximize your safety opportunities? You can put lights, you can do public education, you can have officers out there ticketing, you could do this, you could do that. We know distracted driving is at – I'm not the Police Chief, so – you're the one with the gun, but distracted driving is, like, the number one thing these days, and as long as someone can swing around that corner with their cell phone calling people or texting, or they can have the radio blasting or whatever, there will always be some sort of challenge in dealing with drivers. Having a crosswalk is really step one. Without the crosswalk, we'd have whoever – Bell Timacuan or somebody from down the road or around the corner, or whatever, trying to go get their Slurpee or their milk or whatever -- without a crosswalk you're running with no law to back you up in case you get hurt. With the crosswalk, you at least have the law on your side from a drivers are supposed to stop perspective. I was on Rinehart Road the other day turning to go east on 46A and there was a gentleman at the intersection on his bicycle to go northbound across 46A and into Sanford – the light turned green for northbound traffic and that gave that pedestrian the opportunity to cross, and I was the first car in line and, obviously, I let him go, but I looked in my rearview mirror and what I saw is what I expected to see, a guy shaking his head furiously and pounding his steering wheel because we had to wait for this person to cross the crosswalk. So, whether or not – you know, we can – the signs or whatever we put there, for whatever reason, drivers just don't want to stop for a person who is five feet ahead of them just trying to get somewhere safely.

Member Miller commented, I got to respond to that. I think you have a lot better chance of a driver noticing a pedestrian if there is a light there; that they have a crossing light with a crosswalk. So, everything you just said says to me we need a light in the crosswalks there. We need the same kind of facility they have at the Westin hotel and Publix. And I'm not happy voting for this in any way other than that. The more I hear the more convinced I am.

Vice Chairman Taylor questioned if there were any other crosswalks across 40 miles an hour roads that aren't at a light or an intersection.

Mr. Noto replied, I can't think of any off the top of my head in the City of Lake Mary.

Vice Chairman Taylor commented, I would prefer recommending approval conditioned upon either removing the crosswalk so it doesn't encourage pedestrian crossing or put a lighted flashing like the Westin with signs that say pedestrian has right of way because I just think this is an untenable middle ground.

Chairman Hawkins commented, I think the Applicant has agreed to do that.

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1 Vice Chairman Taylor commented, I want him to understand why I would make a
2 recommendation that I would make. I think it's an unsafe middle ground luring
3 pedestrians into an unsafe crossing. I think motorists should be notified with a
4 flashing light that pedestrians have right of way. The flashing light makes
5 pedestrians a little more aware. I don't think I could recommend approval of this as
6 is, but I could if it was conditioned upon removal or addition of a lighted sign.
7

8 Mr. Anderson said, I just want to point out that FDOT has actually done this same
9 thing -- they didn't put in the stamped brick pavers, they just put in a crosswalk on
10 17-92 as you're heading south just before you get to Airport Boulevard. It's mid-
11 block. It's 10-foot wide, but I believe it's the regular zebra crossing. They have the
12 same signage we have, no light, and I believe it's 40 or 45 miles an hour on 17-92,
13 in that location.
14

15 Member Schofield questioned if that was residential.
16

17 Mr. Anderson answered negatively.
18

19 Chairman Hawkins commented to Member Miller, I thought your condition is a good
20 one.
21

22 Member Miller commented, I do, too. And the reason I don't like yours is I think
23 there needs to be a crosswalk there. I think people are going to use it. They're
24 going to walk across there. That asphalt will be more of a warning than the rest of
25 the asphalt for the people coming out of Bell Timacuan and off that sidewalk to
26 cross in there. So, I don't like one that doesn't have a crosswalk, and I like it being
27 lighted. And, I wasn't really -- in my mind, I have no idea who pays for this, so it
28 wasn't like I was trying to load this on the Applicant. I don't know who normally -- I
29 don't know who paid for the one over at the Westin. So, I hope you understand I'm
30 not trying to stick the Applicant with some more costs.
31

32 Chairman Hawkins commented, I just think we need to put the onus on this back to
33 the City Commission to have the Mayor call the County or have Planning and
34 Zoning work more with the County and the Applicant and say we don't like it this
35 way, and if the City Commission agrees, then have them go back and revisit it with
36 the County.
37

38 Member Miller asked, so, we would vote to recommend it only if there is a
39 pedestrian intersection like the one at the Westin and Publix?
40

41 Vice Chairman Taylor answered, recommendation be conditioned upon.
42

43 Member Fitzgerald commented that he was still going to vote against this Site Plan.

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Member Schofield commented, I don't have a problem voting for it with the lighted crosswalk, like Dr. Hawkins has indicated, that being a condition, to put the onus back on the County to see if they will have the City and the County talk to see if this is something we can really do. If they don't want to do that, I just have grave concerns for our residents.

Chairman Hawkins commented, like I say, we're putting the onus on the City Commission.

Member Schofield commented, yeah. And I think that's the best we can do.

Chairman Hawkins commented, because this is C-1 and I think the Applicant is entitled to develop this and we're trying to help them develop it and I think they have done a pretty good job so far except for this one major concern. I don't think it's a minor concern, I think it's a major concern.

Member Schofield commented, yeah. I don't think the Applicant has done anything wrong. I think they have done everything they are supposed to.

Chairman Hawkins commented, no, no. They've done – I mean, the County designed it.

There being no further board discussion, Chairman Hawkins entertained a motion as follows.

MOTION:

Member Miller moved to recommend approval to the City Commission the request by Interplan, LLC/Stuart Anderson or Heather Johnston for a Site Plan with Variances for 7-Eleven, 4955 County Road 46A, Lake Mary, Florida, consistent with all of staff's findings listed in the Staff Report and subject to the following three variances and three conditions. Member Schofield seconded the motion. Member Fitzgerald was opposed to the motion. The motion carried 4-1.

VARIANCES:

- 1. Chapter 155, Appendix C, Section 4(c): A variance to allow a retaining wall to be 51% of the circumference of the dry bottom retention pond; a variance of 18% (Note: Total circumference is 285'. 33% is 94.05'. Requested length is 145').**
- 2. West Landscape Buffer- Section 157.04 (F) (4):**

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1 a. A variance of 5' from the required 60-foot-wide landscape buffer; a
2 variance of 15 canopy trees from the required 16; and a variance from
3 the requirement to provide a six-foot-high brick wall along the west
4 property boundary.

5 **3. South Landscape Buffer - Section 157.04 (F) (7):**

6 b. A variance of 9' from the required 35-foot wide landscape buffer; and a
7 variance of 15 canopy trees from the required 24.

8
9 **CONDITIONS:**

- 10
11 **1. The site construction plans shall be updated as follows:**
12 a. The cover sheet shall accurately state the landscape variance
13 requests;
14 b. Sheet L-1 shall accurately state the landscape requested and
15 provided.
16 **2. Prior to the issuance of a Site Construction Permit, the Applicant shall**
17 **comply with any remaining DRC comments from the Seminole County**
18 **Health Department.**
19 **3. Planning and Zoning Board recommends that both pedestrian**
20 **intersections be equipped exactly like the one on International Parkway**
21 **between the Westin hotel and Publix and that there be adequate lighting**
22 **at those locations.**

23
24 Mr. Noto announced this item will move forward to the City Commission meeting of
25 July 17, 2014.

26
27 Chairman Hawkins opened the hearing to public comment regarding 2014-DEV-01.
28 Hearing none, he closed that portion and entertained board discussion and/or a
29 motion.

30
31 Chairman Hawkins commented, this is just change in the developer's agreement
32 to go from one sign to two. I don't have a problem with that.

33
34 **MOTION:**

35
36 **Member Miller moved to recommend approval to the City Commission the**
37 **request by Interplan, LLC/Stuart Anderson or Heather Johnston for an**
38 **amendment to a developer's agreement entitled First Amendment to**
39 **Voluntary Commitment Agreement for Twin Lakes Properties, LLC,**
40 **consistent with staff's Finding of Fact listed in the Staff Report and for staff**
41 **to revisit the Amendment to ensure it's clear under Section 1. where it says**
42 **"In no case shall LED signage be permitted" since the monument signage**

1 **shown on the PowerPoint presentation indicates white LED backlighting of**
2 **the sign. Member Schofield seconded the motion.**

3
4 Vice Chairman Taylor questioned if this application was specifically intended to this
5 particular applicant. She stated that it seems like this would be for any future
6 applicant if this doesn't go through.

7
8 Mr. Noto responded, the development order is not only for the property we are
9 talking about this evening, but as well as the left over piece; that it was all rezoned
10 as one piece of property. It's not in the City of Lake Mary, but the way it was written
11 was intended to be impacting the entire project area.

12
13 Vice Chairman Taylor asked, but it runs permanently with the land and not with the
14 Applicant though?

15
16 Mr. Noto replied, that's correct. Yes.

17
18 **The motion carried unanimously 5-0.**

19
20 Mr. Noto announced this item will move forward to the City Commission meeting of
21 July 17, 2014.

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QUASI-JUDICIAL SIGN-IN SHEET

6/24, 2014
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 _____

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Item of Interest _____

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Item of Interest _____



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

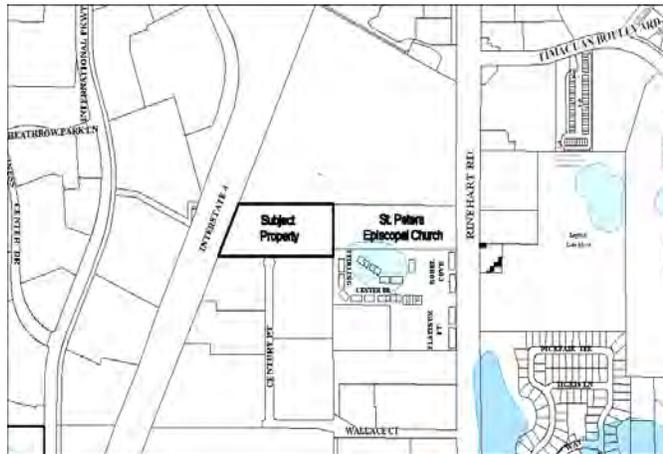
SUBJECT: Ordinance No. 1512 - Rezone property at the north end of Century Point at St. Peters Church from A-1 (Agriculture) to M-1A (Light Industrial); Mark Harkins, applicant - First Reading (Public Hearing) (Gary Schindler, City Planner)

APPLICANT: Matt Harkins, agent for the owner.

REFERENCE: City Code of Ordinances and Comprehensive Plan.

COORDINATION: Development Review Committee.

REQUEST: The applicant requests approval of the M-1A zoning designation for 7.7 acres of property located at the north end of Century Point. The subject property has the Seminole County Parcel ID number of 06-20-30-300-0030-0000.



DISCUSSION:

Location: The subject property has road frontage from Century Point. It is sandwiched between I-4 to the west and St. Peter's Episcopal Church and Rinehart Road to the east. It is adjacent to and south of the pedestrian/bicycle I-4 overpass.

History: The subject property is in a natural state & undeveloped.

Zoning

NW PUD	N M-1A	NE M-1A
W PUD	SITE A-1	E PUD
SW PUD	S M-2A	SE M-1A

Land Use

NW COM	N IND & I*	NE IND & I*
W COM	SITE IND & I*	E IND & I*
SW IND & I*	S IND & I*	SE IND & I*

I* = Industrial/High Tech Overlay Land Use Designation

CRITERIA FOR REZONING:

Need: The applicant proposes to rezone the property to facilitate future development.

- A. Justification:** Currently, the subject property has an A-1 zoning classification. In addition to active agricultural uses, the A-1 zoning classification is used as a holding classification until a specific use is proposed for the property. It is located in an area of uses compatible with the PO and M-1A zoning districts. At such time as it should develop, it is anticipated that such development would be either permitted or conditional use allowed in the M-1A zoning district. The proposed M-1A zoning makes the subject property more desirable and facilitates future development.
- B. Effect of Change In and Around Area:** The proposed M-1A zoning is compatible with the uses in the surrounding uses.
- C. Amount of Similar Zoned Land and Comparable Undeveloped Land in Area:** The area between CR 46A to the north, Primera Boulevard to the south, I-4 to the west and Rinehart Road to the east has predominately M-1A zoning.
- D. Relationship to Comprehensive Plan:** Currently, the subject property has Industrial) and Industrial/High-tech Overlay land use designations, which are consistent with the proposed M-1A (Light Industrial) zoning district.

Compatibility to City Code: The requested M-1A zoning district is compatible with the City’s Comprehensive Plan & the Code of Ordinances.

FINDINGS OF FACT: The above referenced findings of fact A through D are determined to support the requested rezoning of the subject property from A-1, Agriculture, to M-1A, Light Industrial, by establishing consistency and compatibility.

PLANNING AND ZONING BOARD: At their regular June 24, 2014 meeting, the P & Z voted 5 to 0 to recommend that the City Commission approve the requested M-1A, Light Industrial, zoning classification.

LEGAL DESCRIPTION: LEGAL SECTION 06 TOWNSHIP 20S RANGE 30E SOUTH 10 ACRES OF LOT 2 (LESS ST RD 400) OF THE OFFICAL RECORDS OF SEMINOLE COUNTY, FLORIDA

ATTACHMENTS:

- Ordinance
- Location Map
- Land Use Map
- Zoning Map
- Aerial
- P&Z Minutes

ORDINANCE NO. 1512

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING THE CITY OF LAKE MARY OFFICIAL ZONING MAP BY REZONING CERTAIN PROPERTY WITHIN THE CITY OF LAKE MARY, CONSISTING OF +/- 7.7 ACRES, LOCATED NORTH OF WALLACE COURT, EAST OF I-4 , SOUTH OF CR 46A AND WEST OF RINEHART ROAD, MORE FULLY DESCRIBED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURE, TO M-1A, LIGHT INDUSTRIAL, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Mr. Matt Harkins, applicant, has petitioned to rezone the above referenced property, within the City of Lake Mary, Florida, which is currently in a zoning district of A-1, Agriculture, and has a Future Land Use designation of IND, Industrial, in the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and that it promotes the health and general welfare of the citizens of Lake Mary, Florida, to rezone the above described subject property to M-1A, Light Industrial; and

WHEREAS, the proposed M-1A zoning district is compatible with the Industrial land use designation; and

WHEREAS, at their regular June 24, 2014 meeting, the City of Lake Mary Planning and Zoning Board voted unanimously to recommend the proposed M-1A 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 zoning classification of A-1, Agriculture, to M-1A, Light Industrial: SEE ATTACHMENT "A".

Section 2. That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

Section 3. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason, held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this ordinance had been adopted without such unconstitutional, invalid or inoperative part therein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

Section 4. Conflicts. This Ordinance shall not be construed to have the effect of repealing any existing Ordinances concerning the subject matter of this Ordinance, but the regulations herein shall be supplemental and cumulative; however, in the case of a direct conflict with a provision or provisions of any existing Ordinance the provision which is more restrictive and imposes higher standards or requirements shall govern.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 7th day of August, 2014

FIRST READING: July 17, 2014

SECOND READING: August 7, 2014

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

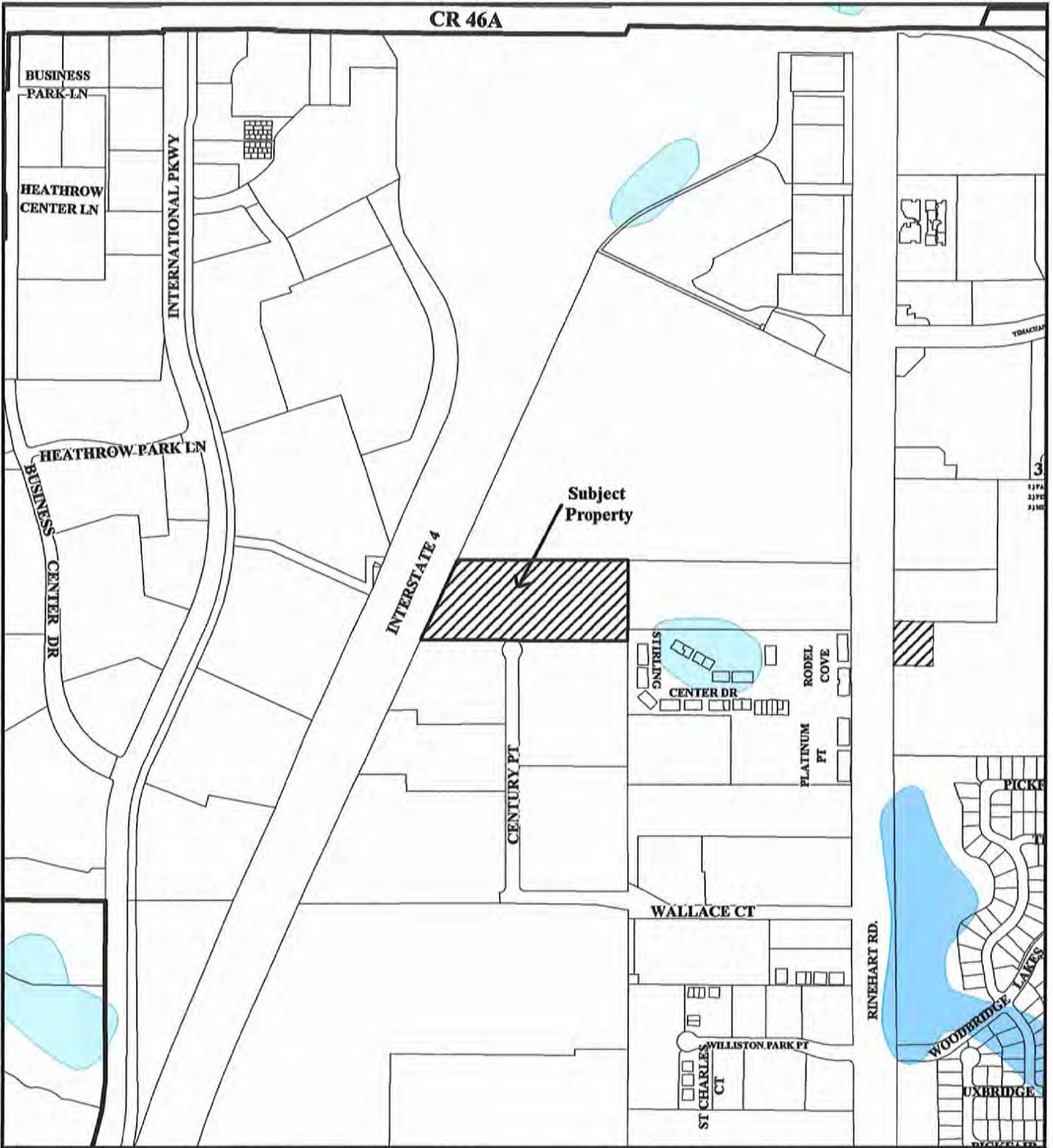
FOR THE USE AND RELIANCE OF THE
CITY OF LAKE MARY ONLY.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE D. REISCHMANN, CITY ATTORNEY

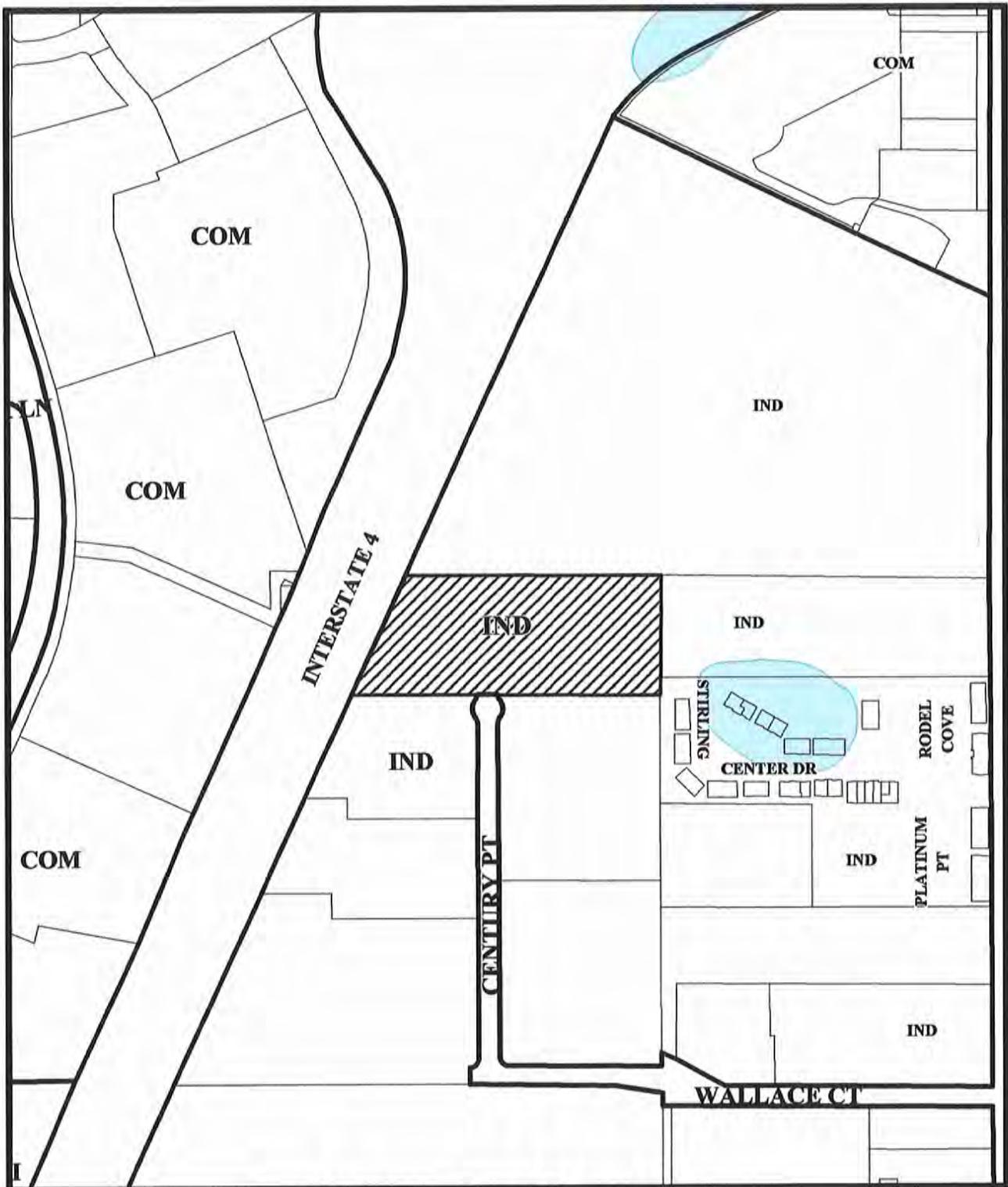
ATTACHMENT "A"
LEGAL DESCRIPTION

LEGAL SECTION 06 TOWNSHIP 20S RANGE 30E SOUTH 10 ACRES OF LOT
2 (LESS ST RD 400) OF THE OFFICAL RECORDS OF SEMINOLE COUNTY,
FLORIDA



Location Map Hepner Rezoning

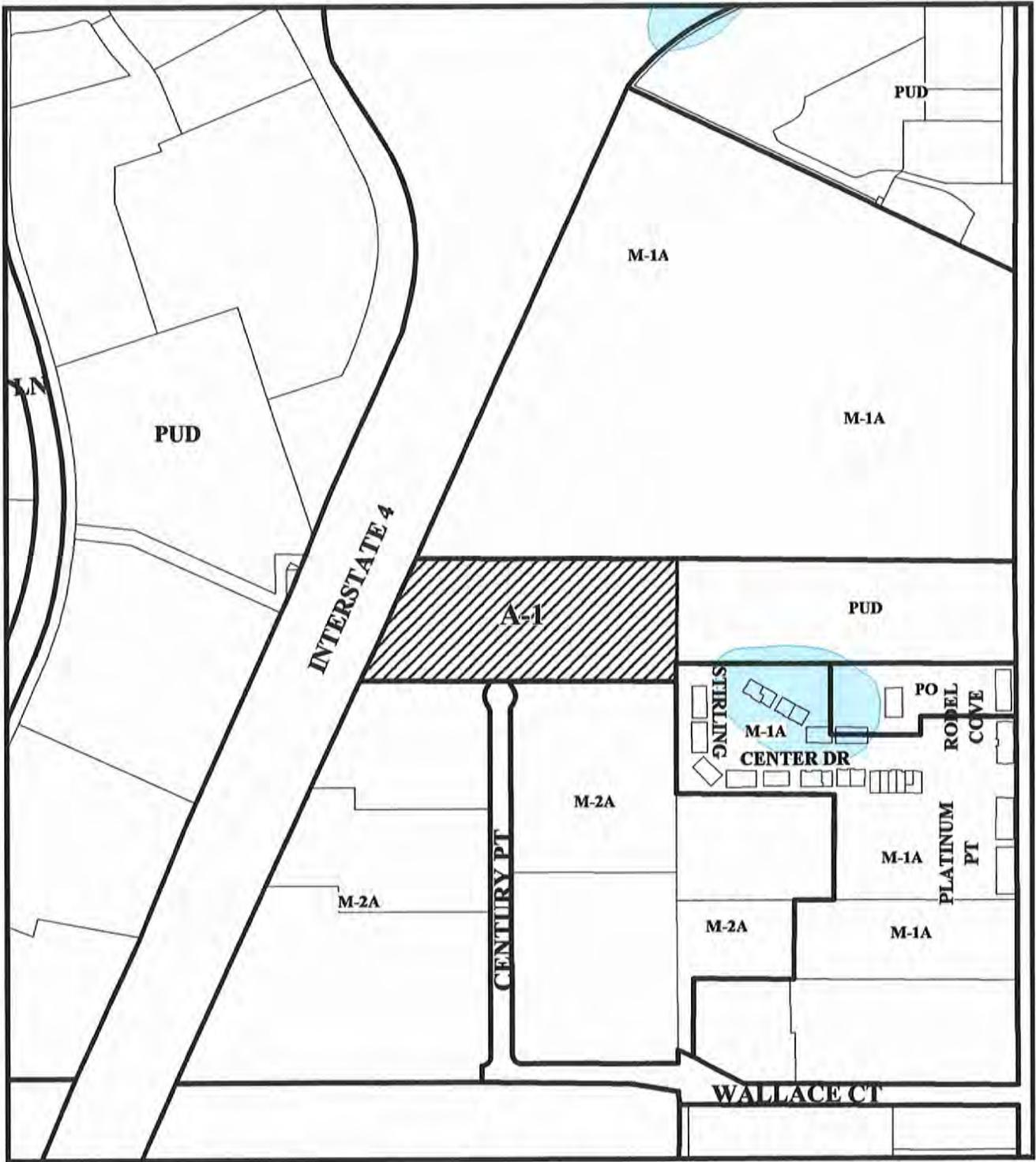




Future Land Use Map

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





Zoning Map

LEGEND

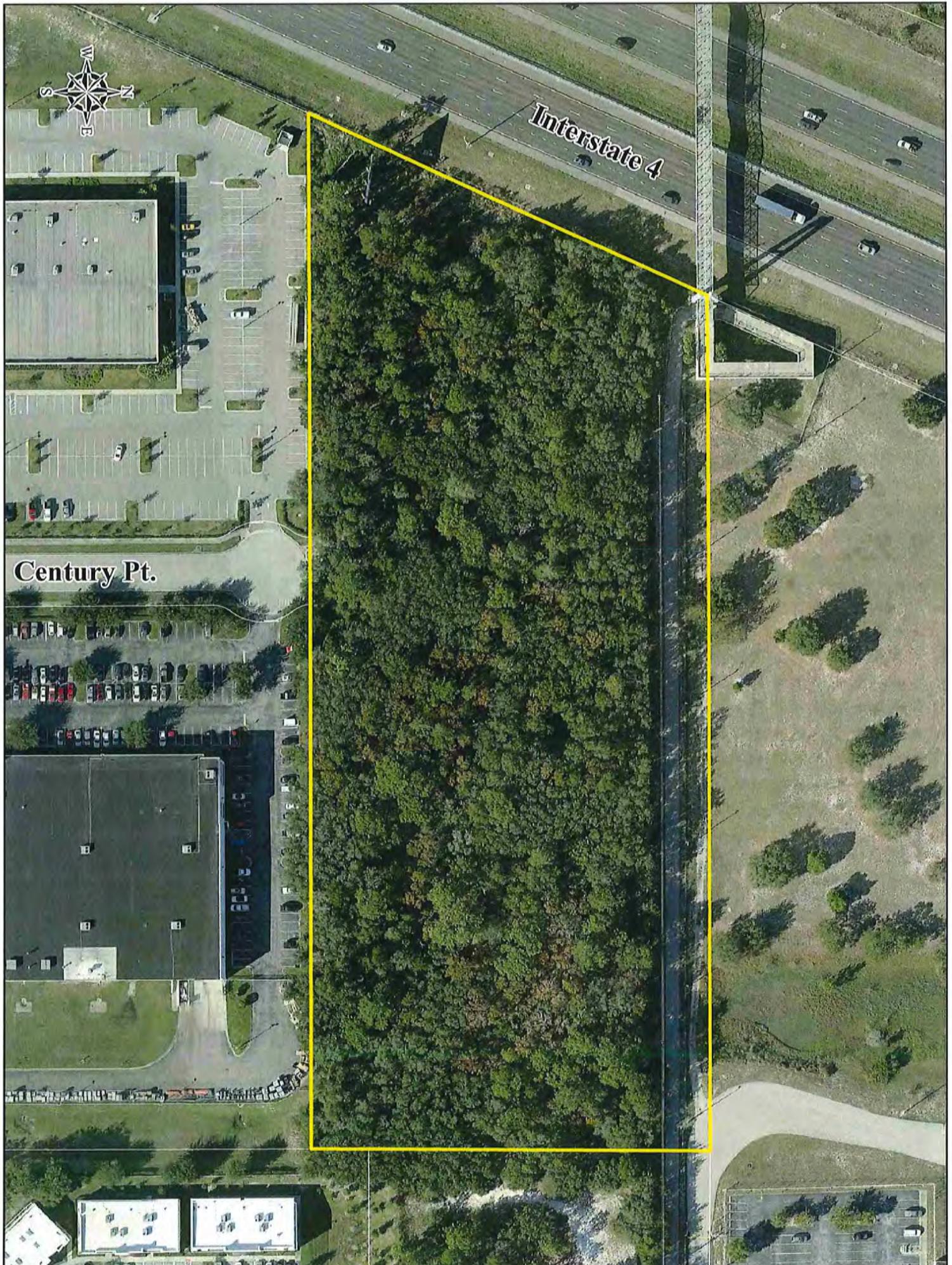
A-1 Agriculture	R-1AAA Single Family	PUD Planned Unit Development	M-1A Light Industrial
RCE Rural Country Estate	R-M Residential	PO Professional Office	M-2A Industrial
R-1A Single Family	R-2 One & Two Family	C-1 General Commercial	DC Downtown Center
R-1AA Single Family	R-3 Multiple Family	C-2 Commercial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





Interstate 4

Century Pt.



DRAFT

1 C. 2014-RZ-05: Recommendation to the City Commission for a rezoning from A-1
2 (Agriculture) to M-1A (Light Industrial) on property located at the north end of
3 Century Point at St. Peters Church, Lake Mary, Florida; Applicant: Mark
4 Harkins (Public Hearing)
5

6 Gary Schindler, City Planner, presented Item C. and the related Staff Report. A
7 copy of the Zoning Map was on the overhead projector. He said, this is the
8 property that backs up to St. Peters. Here is St. Peters Church right here
9 (indicating to overhead projector). 911 Wallace Court is here (indicating to
10 overhead projector). The only access to this property is on Century Point.
11

12 Mr. Schindler stated, the subject property is 7.7 acres. It has been tied up and –
13 it's been owned for a long time by a person that lived up in New England. That
14 person has died and now it's in a trust. At one time, we even tried to contact the
15 owner to suggest that if she would allow us to rezone it to M-1A, the City would
16 do it for free. Well, we never heard anything.
17

18 Mr. Schindler said, it has Office land use, and the intent has always been that
19 this property is going to develop in an M-1A Zoning District. Because of its
20 location and what's around it, the only thing I can conceive of would be either
21 Office or some very light manufacturing assembly-type uses. It's beautiful
22 property; it's heavily-wooded, in a natural state, but A-1 has pretty much evolved
23 into a holding category for the City. We only have two pieces of property in the
24 City that are really, truly A-1 in use. We have the property that's on the northeast
25 corner of Longwood-Lake Mary Road and Humphrey and then we have the
26 property that's on the southwest corner of Longwood-Lake Mary Road and Lake
27 Mary Boulevard. The rest of the A-1 property is really not used for agricultural
28 purposes, so this property has just been waiting to happen and now we have a
29 request for it to happen.
30

31 Mr. Schindler put a colored aerial on the overhead projector. He stated, you can
32 see how densely-wooded this is. This is in a natural state. One of these days, it
33 will develop. We'll just have to wait and see how it develops.
34

35 Mr. Schindler proceeded to review the four rezoning criteria listed in the Staff
36 Report. He said, the four criteria are all supporting a more intense zoning based
37 on the Industrial land use and the M-1A Zoning District is compatible with the
38 Industrial land use.
39

40 Mr. Schindler concluded his presentation by saying, that being said, the Findings
41 of Fact A. through D. listed in the Staff Report are determined to support the
42 requested rezoning of the subject property from A-1 (Agriculture) to M-1A (Light
43 Industrial) by establishing consistency and compatibility.

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Chairman Hawkins questioned, what's the difference between M-1A and M-2A?

Mr. Schindler answered, M-2A allows all the uses allowed in M-1A, plus those uses that the City Commission has determined to be more intense. M-2A allows adult entertainment uses. Understand that there are a whole host of locational separation requirements and things for adult entertainment. M-1A – most of the development we have along Rinehart and Lake Emma is M-1A. We have two spots of M-2A. So, M-1A develops mostly office and/or light manufacturing or assembly.

Alternate York asked, is there any reason that Mr. Harkins sought to rezone it just other than if we zone it, they will come?

Mr. Schindler responded, no, no. Not at all. One, it makes it more attractive and it's one step less that a potential purchaser has to do.

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

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

Mark Harkins, Applicant, 3595 W. Lake Mary Blvd., S. B, Lake Mary, Florida 32746, came forward in favor of the proposed rezoning.

Chairman Hawkins questioned Mr. Harkins if he had anything further to add to Mr. Schindler's presentation.

Mr. Harkins replied, no. Nailed it right on the head. Really just rezoning it for the client to really – for purposes of sale. It saves me 90 days on the time for the client so they can satisfy the trust requirements.

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

Chairman Hawkins commented that he didn't see any problem with this.

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by Mark Harkins for a rezoning from A-1 (Agriculture) to M-1A

DRAFT

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(Light Industrial) on property located at the north end of Century Point at St. Peters Church, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report. Member Miller seconded the motion, which carried unanimously 5-0.

Mr. Omana announced this item will move forward to the City Commission's July cycle.

QUASI-JUDICIAL SIGN-IN SHEET

6/24, 2014
P42 MEETING
(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

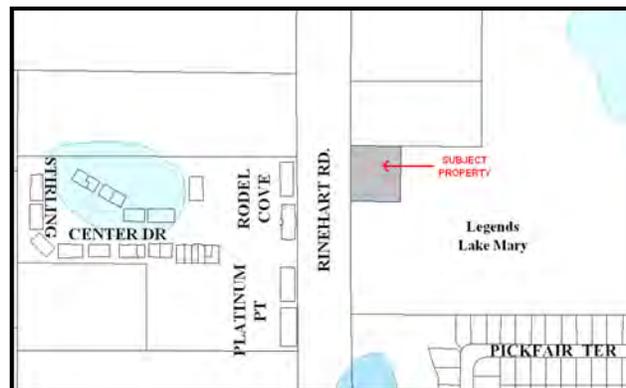
VIA: Jackie Sova, City Manager

SUBJECT: Request for Preliminary Planned Unit Development (PUD) approval for a +/- 1.35-acre property adjacent to Rinehart Road and Legends Apartments, VHB Miller Sellen/Jim Hall, applicant (Public Hearing) (Steve Noto, Senior Planner)

APPLICANT: VHB Miller Sellen

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

REQUEST: The applicant is requesting Preliminary PUD approval for the +/- 1.35 acre subject property. The current zoning is PUD.



HISTORY: In 1996, the City approved a PUD for a parcel of land on the east side of Rinehart Road. The parcel of land was developed as the Legends Apartments (formerly known as the Golfview Apartments). At the time the PUD was approved, the Land Development Code required PUD's to have two uses. Therefore, the main Legends Apartments property allowed for multi-family, and the subject property allowed for a number of retail uses.

Since that time, the LDC was revised and PUD's can now be approved with one use. Therefore, in 2012, the applicant modified the Future Land Use of the subject property from COM (Commercial) to HDR (High Density Residential) to match the rest of the development. The final step needed, in order to develop a multi-family use on the subject property, is to amend the PUD to allow for said use on the subject property.

Location: The +/- 1.35 acre subject property is located on the east side of Rinehart Road adjacent to the Legends Apartments.

Zoning

NW PO	N PO	NE PO
W PUD/PO	SITE PUD	E PUD
SW PO/M1A	S PUD	SE PUD

Future Land Use

NW IND	N COM	NE COM
W IND	SITE HDR	E HDR
SW IND	S LMDR	SE LMDR

PRELIMINARY PUD PLAN: The subject property is currently vacant and has a High Density Residential (HDR) land use designation and is zoned PUD. The existing PUD Agreement allows for a number of retail type uses on this property, but not multi-family. The applicant wishes to construct one twelve (12) unit apartment building on the subject property, therefore, an amendment to the PUD Agreement is needed.

Uses – The applicant proposes to allow multi-family dwellings with associated enclosed garages on the subject property. Since the Future Land Use is now HDR, commercial uses will no longer be permitted.

Infrastructure – The applicant will be utilizing existing utilities that are on the existing apartment project site. All stormwater will be maintained on site as part of the larger development.

Transportation – 24 parking spaces are required, 36 parking spaces will be provided (6 garage, 6 tandem, 22 standard, and 2 handicapped). Access will be made available on the eastern side of the subject property. There will be no access from Rinehart Road or the main entry road to the south.

Landscaping and Open Space – Landscape buffer information will be provided during the Final PUD process. The applicant anticipates exceeding the open space requirement of 35% by 7%.

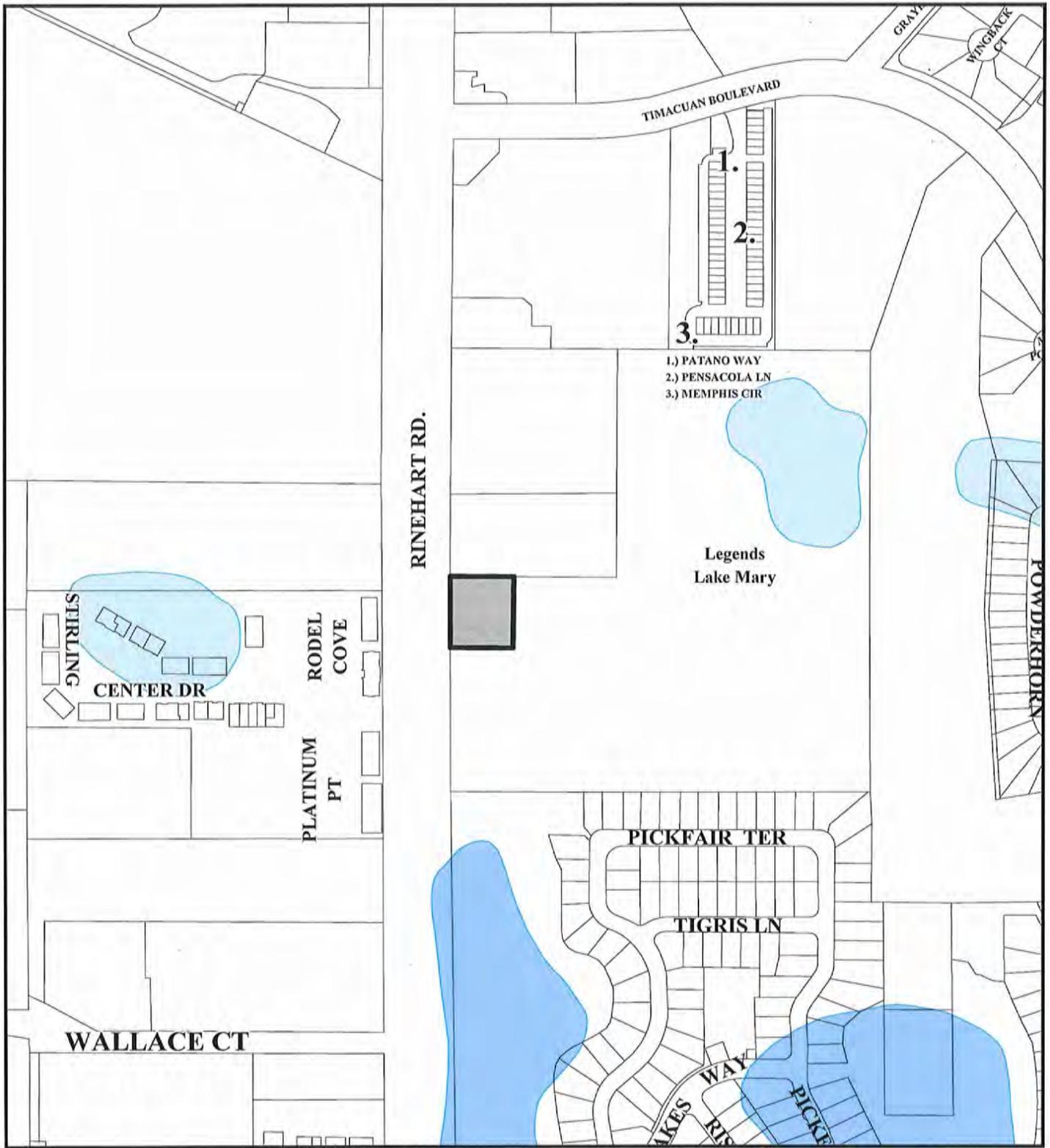
Building Height – The PUD allows for building heights of 40'. This will be maintained.

FINDINGS OF FACT: Staff recommends approval of the proposed Preliminary Planned Unit Development (PUD) for a +/- 1.35 acre property adjacent to Rinehart Road and the Legends Apartments.

PLANNING AND ZONING BOARD: At their regular June 24, 2014 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of proposed Preliminary Planned Unit Development.

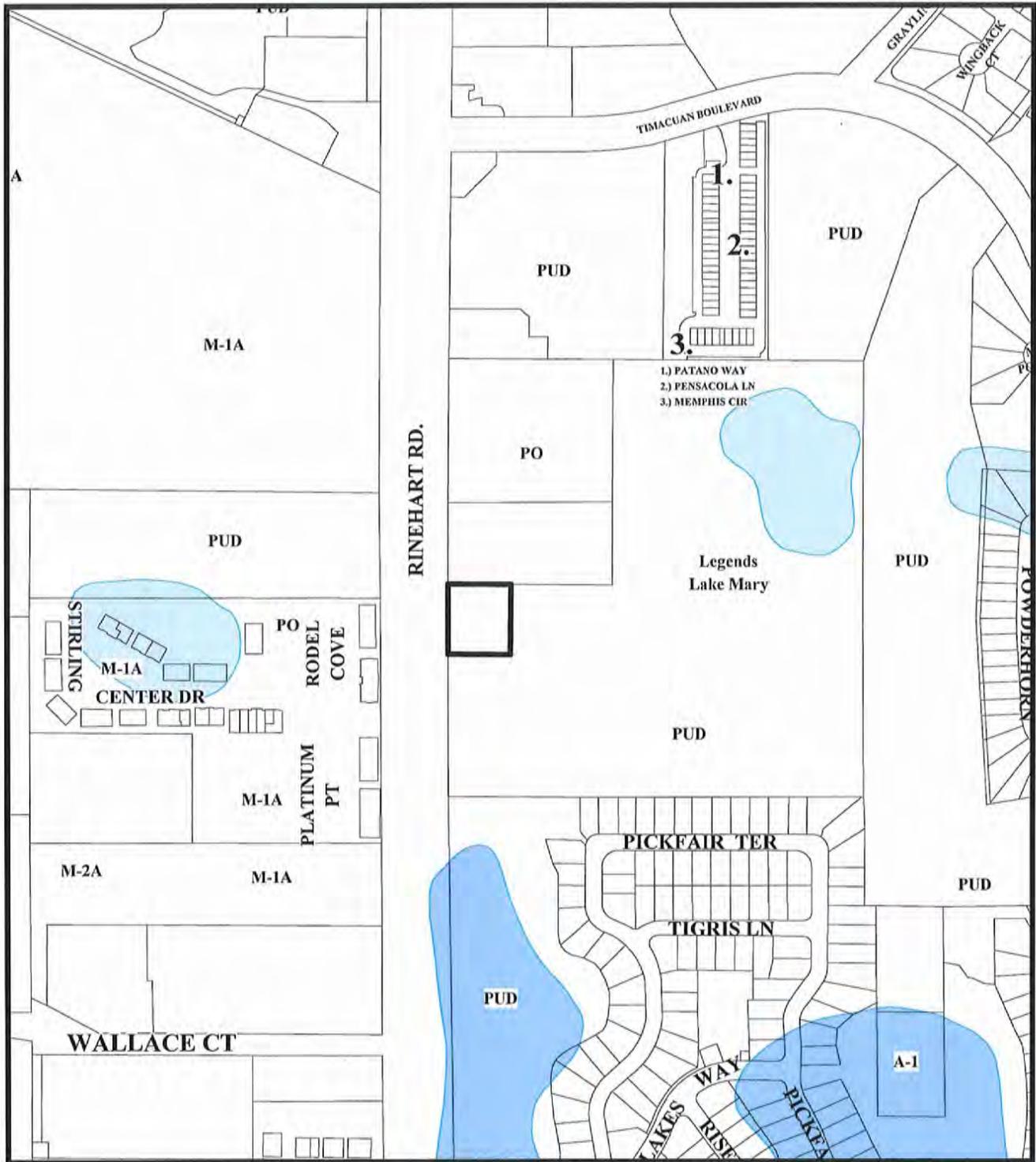
ATTACHMENTS:

- § Location Map
- § Zoning Map
- § Future Land Use Map
- § Aerial Map
- § Preliminary PUD Plan
- § June 24, 2014 Planning & Zoning Board Minutes



Location Map Subject Property



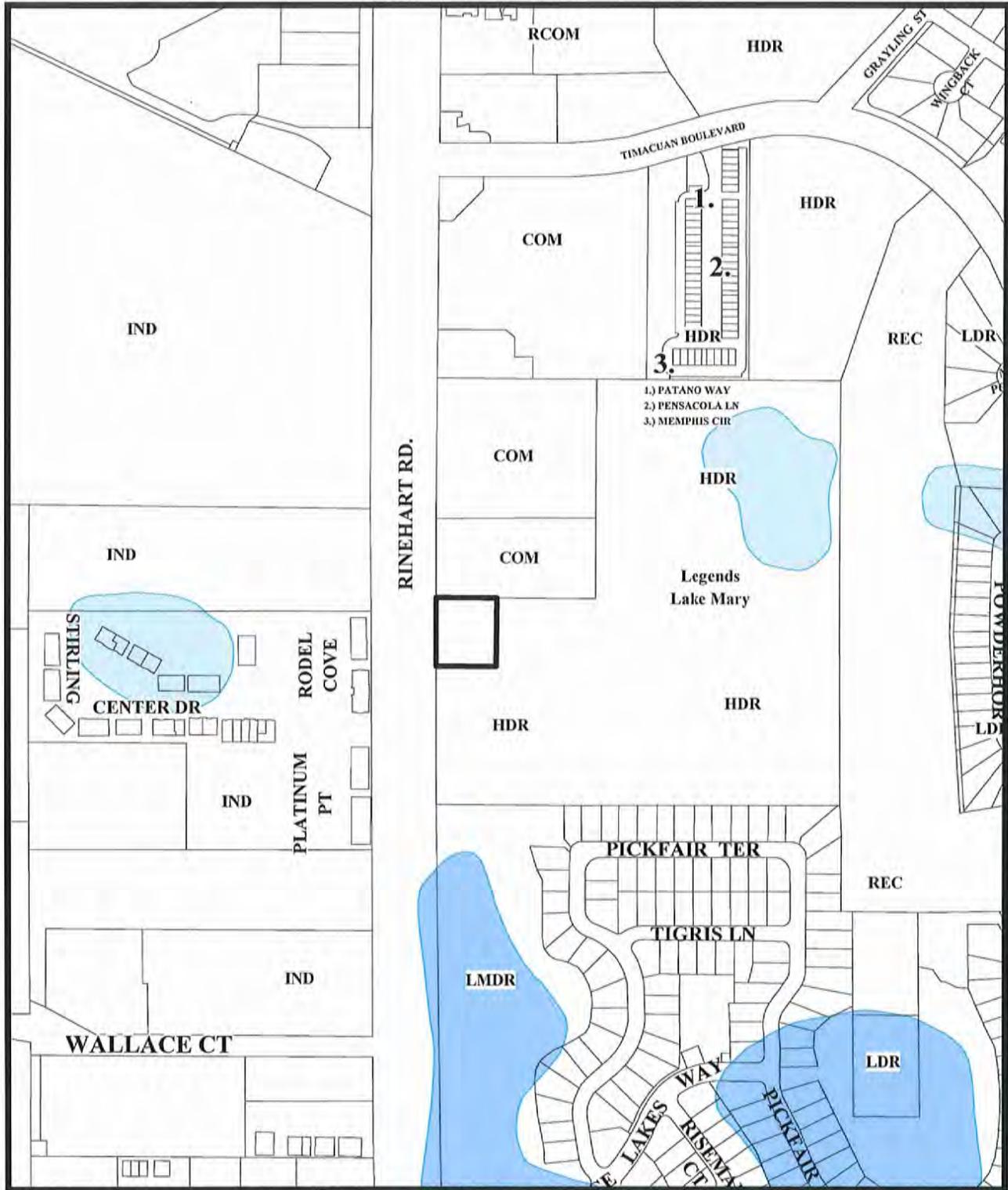


Zoning Map

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
			SC PUD Sem. Cnty PUD





Future Land Use Map

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





Rinehart Rd.

6F



0 25 50 100 150 200 Feet

SITE DATA

LAND USE:

EXISTING: RESIDENTIAL AREA
 PROPOSED: RESIDENTIAL AREA
 PROPOSED: PARKING
 PROPOSED: SIDEWALK
 PROPOSED: BIKEWAY
 PROPOSED: BIKEWAY
 PROPOSED: BIKEWAY
 PROPOSED: BIKEWAY

DEVELOPMENT DATA:

LOT 1: 1.0000 ACRES
 LOT 2: 1.0000 ACRES
 TOTAL: 2.0000 ACRES
 40% IMPROVEMENTS
 40% IMPROVEMENTS
 40% IMPROVEMENTS
 40% IMPROVEMENTS

PARKING:

MIN. 50% OF TOTAL DEVELOPMENT AREA
 MIN. 50% OF TOTAL DEVELOPMENT AREA
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 MIN. 50% OF TOTAL DEVELOPMENT AREA

FINISHES:

WALKWAY: POLISHED CONCRETE
 DRIVEWAY: POLISHED CONCRETE
 SIDEWALK: POLISHED CONCRETE
 BIKEWAY: POLISHED CONCRETE
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CONCRETE AND MAINTENANCE RESPONSIBILITY:

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HIGH SCHOOL RESPONSIBILITY: 1/8" = 1/8"

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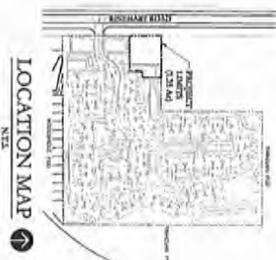
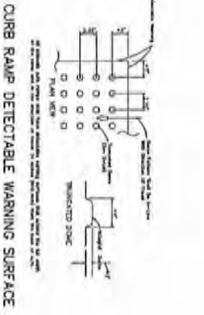
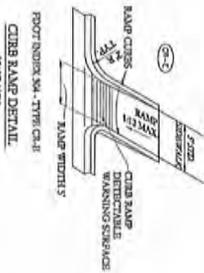
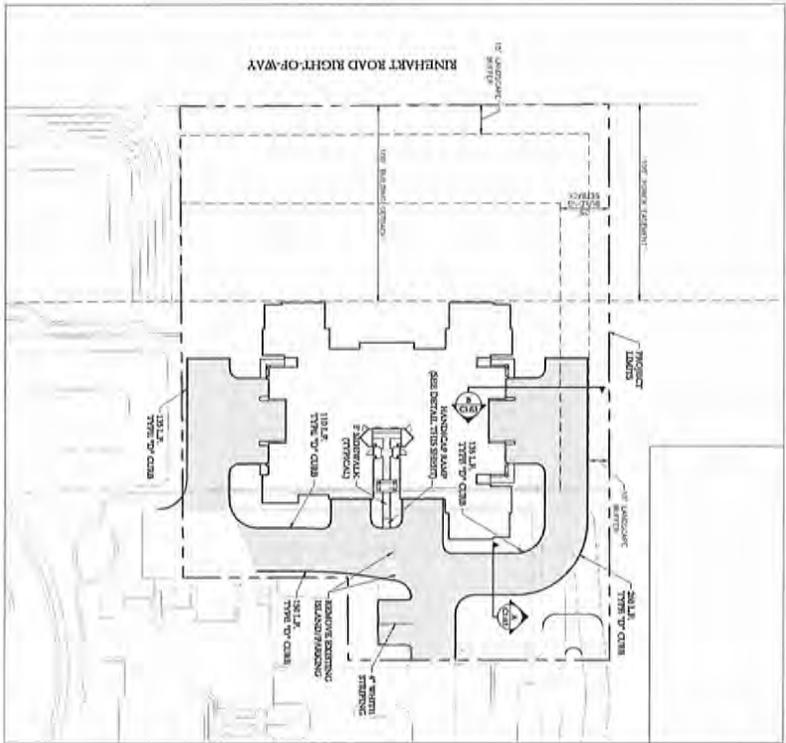
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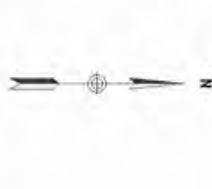
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CONCRETE AND MAINTENANCE RESPONSIBILITY:

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Vanasse Hangen Brustlin, Inc.
 Transportation
 Land Development
 Environmental Services
 221 E. Robinson Street, Suite 200
 Oakdale, Florida 33506
 (615) 552-9000 • FAX: (615) 552-9002
 (615) 552-9003 • www.vhb.com



Legends

1	Shows to City of Lake Mary	3/4" = 1" TYPE 'C' RAMP
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 11/15/2023
C1.02
 NOT FOR CONSTRUCTION

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1 E. 2013-RZ-01: Recommendation to the City Commission for a Preliminary
2 Planned Unit Development (PUD) for a +/- 1.35-acre property adjacent to
3 Rinehart Road and Legends Apartments, Lake Mary, Florida; Applicant: VHB
4 Miller Sellen/Jim Hall (Public Hearing)
5

6 Stephen Noto, Senior Planner, presented Item E. and the related Staff Report. A
7 colored aerial of the subject property was on the overhead projector. He stated,
8 this is the second step in a multi-step process that this subject property has gone
9 through over the last couple of years. Mr. Schindler processed a Future Land Use
10 Amendment for this property in 2012 going from Commercial to High Density
11 Residential. It's already part of the Legends PUD, formerly known as Golfview
12 Apartments. There was a time when the Land Development Code required PUDs
13 to have two uses. That requirement is now gone. You can have a one-use PUD.
14 That combined with the market for multi-family and apartments, being the way it is
15 now, the Applicant has opted to redo the PUD and allow for multi-family on this
16 parcel. It's a Preliminary PUD, however, so just 30-percent engineering at this
17 point. The aerial that's on the overhead right now is just to show you the location in
18 conjunction with the rest of the development.
19

20 Mr. Noto put Sheet C-1.02, a conceptual layout of the proposed building, on the
21 overhead projector. He said, you can see in the lighter lines just to the right here
22 (indicating to overhead projector) of the existing project, folks would enter in
23 through the existing driveways to the apartment building here (indicating to
24 overhead projector). There is a 100-foot building setback. Included in that is the
25 power easement, the overhead power lines that are either FPL, Duke, or one of
26 those power companies. This item could have been before you last year. We did
27 ask the Applicant to coordinate with the power company because the parking lot
28 was flipped. So, if you can imagine, there were parking spaces and such within the
29 easement and we wanted to ensure that the power company would be okay with
30 that. Unfortunately, the Applicant was unable to determine who to talk to
31 specifically about that. So, that's why we have this type of design before you this
32 evening. Everything will be out of the easement, which I think staff feels that that is
33 probably the most appropriate thing to happen anyway to maximize the buffer
34 between Rinehart Road and the proposed construction.
35

36 Mr. Noto stated, this being a Preliminary PUD, you are really just reviewing the
37 conceptual plan. A Final PUD will come before you at a later date, not only with the
38 100-percent engineering but with the actual changes to the development
39 agreement that will outline development standards for this parcel such as parking,
40 building height, density. It's a 12-unit building. By all intents, it will match the
41 remainder of the project, and once it's complete, will look like it's been there since
42 day one. And I will point out that there will not be any access whatsoever from
43 Rinehart Road. This will all occur from the internal development.

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Mr. Noto concluded his presentation by saying, that being said, staff recommends approval of the proposed Preliminary PUD for the 1.35-acre property adjacent to Rinehart Road and Legends Apartments. This item will go to the July cycle of City Commission.

Chairman Hawkins questioned, what about the property directly south of this? There's an odd-shaped piece that's all open there. Any discussion about developing that?

Mr. Noto asked, are you talking about this piece right here (puts colored aerial back on the overhead projector and indicates to it)?

Chairman Hawkins replied, yeah.

Gary Schindler, City Planner, informed Chairman Hawkins and Mr. Noto that's a stormwater pond.

Mr. Noto answered, no. There has not been any discussion about that. It's a part of the project, but not developable. It's also within the easement, so any type of development wouldn't be permitted.

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

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

Adam Smith, VHB Miller Sellen, 225 E. Robinson Street, S. 300, Orlando, Florida 32801, came forward and addressed the Board in favor of the proposed Preliminary Planned Unit Development. He said that they agree with staff's findings and he was just present to answer questions.

There being no questions from the Board, Chairman Hawkins opened the hearing to public comment. Hearing none, he closed that portion and entertained board discussion and/or a motion.

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by VHB Miller Sellen/Jim Hall for a Preliminary Planned Unit Development (PUD) for a +/- 1.35-acre property adjacent to Rinehart Road and Legends Apartments, Lake Mary, Florida, consistent with staff's Findings of

DRAFT

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Fact listed in the Staff Report. Member Miller seconded the motion, which carried unanimously 5-0.

It is noted that this item will move forward to the City Commission's July cycle.

QUASI-JUDICIAL SIGN-IN SHEET

6/24, 2014
P+2 MEETING

(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Steve A. Bracknell, Chief of Police

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 941 - Amend FY 14 Budget for Homeland Security Grant - Lake Mary Police Department Security Equipment

DISCUSSION: With the marked increase in foot and vehicle traffic in the vicinity of the Police Department due to the new SunRail station, construction of multi-family housing and new businesses in close proximity, it has become necessary to improve security measures at our facility. We have pinpointed security issues in the areas of the building that are substandard due to design flaws, growth, traffic patterns, and new security measures on the market.

The Florida Division of Emergency Management, Homeland Security Grant Program has approved a target hardening for the Lake Mary Police Department in the amount of \$68,785. This grant will fund security equipment identified as needed below.

- A new solid door for our sally port to replace the grated style doors for better security. The cost for the doors, including installation and safety features, is \$6,425.
- The installation of bollards at strategic and vulnerable points around the facility. The cost for 12 bollards, which includes shipping, is about \$2,613. There will be an additional fee for installation which is approximately \$2,000.
- The department's current surveillance cameras are outdated, some are non-functioning, and there is need to view areas that were not viewed in the past. Safety and security for all police personnel, citizens, property, and those who enter our facility is of primary concern. With the assistance of Lake Mary's Information Systems personnel and meetings with several competing vendors, a plan to provide the best suited solution has been developed. The cost for new digital surveillance camera equipment, installation, and warranty is about \$56,320.

The Police Department is requesting to purchase and install the items listed above. We expect to complete this project by the current fiscal year.

BUDGET IMPACT: Funding for the purchase and installation of the security equipment will come from the approved Florida Division of Emergency Management, Homeland Security Target Hardening Grant. Attached is Resolution No. 941 amending the Fiscal Year 2013-2014 Budget to appropriate \$68,785.

RECOMMENDATION: Request Commission approve Resolution No. 941 amending the Fiscal Year 2013-2014 Budget, authorize purchase of security equipment mentioned above for an amount not to exceed \$68,785, and declare outdated and nonfunctioning security equipment surplus and authorize City Manager to dispose of same.

Attachments

RESOLUTION NO. 941

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,
AMENDING THE FISCAL YEAR 2013-2014 BUDGET;
PROVIDING FOR CONFLICTS AND 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 2014, beginning October 1, 2013 as provided herein; and

WHEREAS, Ordinance No. 1496 adopting the City's budget for Fiscal Year 2014, 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:

Capital Projects Fund

REVENUES:

301-0000-331-00-00	Federal Grants	\$ 68,785
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EXPENDITURES:

301-0321-421-14-16	Capital Outlay	\$ 68,785
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2. That all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same are hereby repealed.

3. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 17th day of July 2014.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

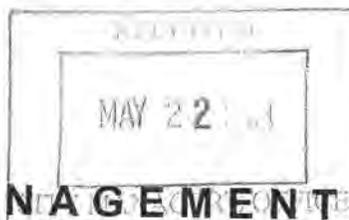
CITY CLERK, CAROL A. FOSTER

**City of Lake Mary, Florida
Fiscal Year 2014 Operating Budget
Capital Projects Fund**

Description	2014 Current Budget	Current Amendment	2014 Amended Budget
Revenue:			
Interest	\$ -	\$ -	\$ -
Donations	308,233	-	308,233
Grants	351,928	68,785	420,713
Intergovernmental Revenue	180,600	-	180,600
Transfers in:			
From General Fund	2,130,000	-	2,130,000
Carryforward Fund Balance	249,237		249,237
Total Revenue	<u>3,219,998</u>	<u>68,785</u>	<u>3,288,783</u>
Expenditures:			
Capital Projects	<u>3,266,687</u>	<u>68,785</u>	<u>3,335,472</u>
Total Expenditures	<u>3,266,687</u>	<u>68,785</u>	<u>3,335,472</u>
Increase (Decrease) in Fund Balance	\$ (46,689)	\$ -	\$ (46,689)
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	<u>49,551</u>		<u>49,551</u>
Fund Balance End of Year	<u>\$ 2,862</u>		<u>\$ 2,862</u>

Purpose of Amendment:

Purchase and installation of security equipment funded by the Homeland Security Grant



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

May 14, 2014

Jacqueline B. Sova
Lake Mary Police Department
100 N. Country Club Road
Lake Mary, FL 32746

Certified Mail-Return Receipt Requested

RE: Agreement Number 14-DS-L5-06-69-01-473

Dear Ms. Sova:

Enclosed is the fully executed agreement between Lake Mary Police Department and the Florida Division of Emergency Management, executed on May 12, 2014. Under Section (13) (c), Notice and Contact, of this Agreement you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. It is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached are the complete **AMENDED** package of forms identified in Section (7) (a) through (f). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions about this Agreement please contact me at 850-922-1747 or email Joshua.Bradt@em.myflorida.com.

Sincerely,

Joshua Bradt
Community Assistance Consultant
Division of Emergency Management
Bureau of Preparedness

JB
Enclosures

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake Mary Police Department, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties whichever is later, and shall end **May 31, 2015**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Joshua Bradt
2555 Shumard Oak Blvd. Room 120.03
Tallahassee, FL 32399-2100
Telephone: (850) 922-1747
Fax: (850) 922-8689
Email: Joshua.Bradt@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Jacqueline B. Sova, City Manager
100 N. Country Club Road
Lake Mary, FL 32746
Telephone: 407-585-1419
Fax: 407-585-1498
Email: jsova@lakemaryfl.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$68,785.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after May 31, 2015, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent

protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

City of Lake Mary Police Department

By: *Jacqueline B. Sova*

Name and Title: Jacqueline B. Sova, City Manager

Date: 04/11/14

FID# 59-1484975

DUNS# 878503937

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: *Michael DeLooney*

for Name and Title: Bryan Koon, Director

Date: 5/12/14

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security/Federal Emergency Management Agency

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: **\$68,785.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

ATTACHMENT A

Proposed Program Budget

- ✚ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✚ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ✚ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ✚ At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 - Homeland Security Grant Program — Issue 19	Lake Mary Police Department	Issue 19 – Equipment – Lake Mary Police Dept Target Hardening	\$68,785.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award			\$68,785.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Lake Mary Police Department Issue 19 Budget Detail Worksheet– Eligible Activities				
	Quantity	Unit Cost	Total Cost	Issue Number
<p>Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List at: http://www.rkb.us * Click on "Authorized Equipment List (AEL)" * If you wish to purchase a piece of equipment from any category below, then, in the space given below that category, put the "AEL item number" and "title"</p>				
Personal protective equipment				
e.g., 1.12.2.1, Covers, Outer Footwear				
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				
Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
Decontamination Equipment (HSGP only)				
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				

Physical security enhancement equipment				
Doors and Gates, Impact Resistant – 14SW-01-DOOR	2	\$3,212.50	\$6,425.00	19
Systems Video Assessment, Security – 14SW-01-VIDA	1	\$58,547.00	\$58,547.00	19
Barriers; fences; Jersey Walls – 14SW-01-WALL	6	\$635.00	\$3,813.00	19
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Intervention equipment				
Public Alert and Warning Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue Number
Hiring of full-time or part-time staff or contractors/consultants: ↳ To assist with the management of the respective grant program ↳ To assist with application requirements of the grant program ↳ To assist with the compliancy with reporting and data collection as it may relate to the grant program				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers’ Compensation and Unemployment Compensation.				

<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).</p>				
<p>Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.</p>				
<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ✦ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				

ATTACHMENT A

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2013 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 19 – Lake Mary Police Dept Target Hardening – This target hardening project will enhance the physical security of the Lake Mary Police Department with powered, commercial grade fencing in an effort to reduce vulnerabilities to the structure.

II. Categories and Eligible Activities

FY2013 allowable costs are divided into the following categories: **equipment & management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Equipment Acquisition

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2013 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

B. Management and Administration - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement

Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2013 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2013 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

C. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

D. Construction and Renovation

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtml>).

FY 2013 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plan/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

E. Overtime and Backfill Guidance

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2013 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2013 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

F. National Incident Management System (NIMS) Implementation

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and

Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm. Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the agreement period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 45 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

Florida Division of Emergency Management US Department of Homeland Security Grants Program Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ✚ Equipment selection or available vendors
- ✚ Eligibility of items or services
- ✚ Coordination and partnership with other agencies within or outside the region or discipline

- ✦ Record Keeping
- ✦ Reporting Requirements
- ✦ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Joshua Bradt FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-1747 Joshua.Bradt@em.myflorida.com	Owen Roach FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1599 owen.roach@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C

DELIVERABLES

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

In addition, the Recipient is to complete the following issues as described below throughout the agreement period to ensure compliance and coordination with the Homeland Security Grant Program. Items listed below are to be reviewed quarterly to ensure recipients' compliance. Documentation supporting the completion of the issues outlined below shall be submitted along with the Quarterly Financial report.

- **Issue 19 – Lake Mary Police Dept Target Hardening** – This target hardening project will enhance the physical security of the Lake Mary Police Department with powered, commercial grade fencing in an effort to reduce vulnerabilities to the structure.
 - Doors and Gates, Impact Resistant – 14SW-01-DOOR \$6,425.00
 - Systems Video Assesment, Security – 14SW-01-VIDA \$58,547.00
 - Barriers; fences; Jersey Walls – 14SW-01-WALL \$3,813.00

Attachment D
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule").
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

C. Audit Requirements for State

- OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program guidance and application kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from twenty-four (24) hours a day, seven (7) days a week.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I
Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Have all invoices been included?
- 2. Has an AEL # been identified for each purchase?
- 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- 1. Does the amount billed by consultant add up correctly?
- 2. Has all appropriate documentation to denote hours worked been properly signed?
- 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- 4. Has the invoice from consultant/contractor been included?
- 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has Attachment G (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- 2. Have sign-in sheets, rosters and agenda been provided?
- 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is a conference has the conference agenda been included?
- 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

1. Contributions are from Non Federal funding sources.
2. Contributions are from cash or in-kind contributions which may include training investments.
3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
2. Have the costs incurred been charged to the appropriate POETE category?
3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
4. Has Form 3 been signed by the Grant Manager?
5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
6. Have the quantity and unit cost been notated on Form 4b?



MEMORANDUM

DATE: July 17, 2014

TO: Mayor and City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Fiscal Year 2015 Budget Message - Setting of Proposed Operating Millage Rate, Current Year Rolled Back Rate, and Date, Time and Place of Tentative Budget Hearing (Jackie Sova, City Manager)

In accordance with Florida Statutes, you must set the proposed operating millage, rolled-back rate, and date, time and place of the first public hearing within 35 days of Certification of Taxable Value. The millage rate that you set will appear on the Tax Notices, which are mailed to property owners in August.

In my budget message to be presented Thursday, I will recommend that you set the proposed millage rate at 3.5895 unless you intend to do any additional projects or want to leave flexibility. Once the proposed millage rate is established, it can be lowered but is a very expensive process to increase. The rolled-back rate for is 3.4747

The first Public Hearing on the Tentative Budget is scheduled for September 4, 2014, at 7:00 P. M. in the Commission Chambers.

RECOMMENDATION:

The Commission establish the proposed operating **millage rate at 3.5895** for FY 2015; the **rolled-back rate at 3.4747** and set the first Public Hearing for **September 4, 2014, at 7:00 P. M.** in the Commission Chambers at City Hall.



CITY MANAGER'S REPORT

DATE: July 17, 2014
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Rinehart Road Trail Rehabilitation. **(ATTACHMENT #1)**

ITEMS FOR COMMISSION INFORMATION:

1. Update on One-Cent Discretionary Local Government Infrastructure Surtax. **(ATTACHMENT #2)**
2. Monthly department reports. **(ATTACHMENT #3)**



CITY MANAGER'S REPORT

DATE: July 17, 2014
TO: Mayor and City Commission
FROM: Bruce Paster, P.E., Director of Public Works
VIA: Jackie Sova, City Manager
SUBJECT: Rinehart Road Trail Rehabilitation Project

DISCUSSION: The Rinehart Road Trail Rehabilitation project includes the repaving of approximately 15,800 square yards of the Rinehart Road Pedestrian Trail. The project includes all necessary milling, signage and marking associated with the trail.

The City of Lake Mary advertised for bids for the Rinehart Road Trail Rehabilitation project per Bid 14-07 and on June 25, 2014, we received submittals from the following five firms:

AJC Construction LLC
Central Florida Environmental Corp.
Hubbard Construction Company
Masci General Contractor Inc.
Ranger Construction Industries, Inc.

The most responsive bid (see attached bid summary) was received from Ranger Construction Industries, Inc. with a bid of \$136,299.50.

Funds for this project are budgeted in the amount of \$160,000. Additionally, we have entered into a Recreational Trails Program Agreement with the Florida Department of Environmental Protection for the reimbursement of up to \$75,000 of the projects' cost.

RECOMMENDATION: Request Commission authorize the City Manager to enter into an agreement with Ranger Construction Industries, Inc. in an amount not to exceed \$136,299.50 for the Rinehart Road Trail Rehabilitation project.



CITY OF LAKE MARY, FLORIDA

RINEHART ROAD TRAIL REHABILITATION, BID #14-07

Bids were opened at approximately 2:00 PM on Wednesday, June 25, 2014 by Jill J. Alvarez, Purchasing Coordinator. Also present were Dianne Holloway, Finance Director, Bruce Paster, Public Works Director and several vendor representatives.

	Vendor Name	Total bid
1	Masci General Contractor Inc	\$ 195,016.65
2	Hubbard Construction Company	\$ 185,257.15
3	AJC Construction LLC	\$ 187,000.00
4	Ranger Construction Industries, Inc	\$ 136,299.50
5	Central Florida Environmental Corp	\$ 216,517.45

Bids will be evaluated for responsiveness and a recommendation will be made to the City Commission upon completion of said evaluation.



COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD FL 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259 • WWW.SEMINOLECOUNTYFL.GOV

June 23, 2014

COUNTY
ATTORNEY
A. Bryant Applegate

DEPUTY COUNTY
ATTORNEY
Lynn
Porter-Carlton

ASSISTANT
COUNTY
ATTORNEYS

Melissa C. Clarke

Ann E. Colby

Olga Sanchez de Fuentes

Arnold W. Schneider

David G. Shields

Mr. John Crotty, Tax Law Specialist, Revenue Accounting
Ms. Kimberly M. Straubinger, Revenue Program Administrator I
Florida Department of Revenue
5050 West Tennessee Street
Tallahassee, FL 32399-0100

Re: Seminole County of One Cent Discretionary Local Government Infrastructure Surtax

Dear Mr. Crotty and Ms. Straubinger:

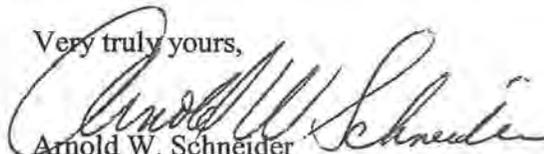
Thank you for your June 12, 2014 letter to Ms. Guillet inquiring about the .01% rounding anomaly with respect to the shared distribution formula for the new tax. Please be assured that the basic distribution formula articulated in Sections 2(e), i.e., the 50.8% shared distribution between the seven municipalities and the County is accurate. You are correct that the breakdown of that percentage among the County and the cities as shown in Exhibit D to the Interlocal Agreement adds up to only 50.79%. After reviewing the source data from the County Engineer's office and discussing it with the Budget/Fiscal Management Division, I am certain that the difference is totally attributable to rounding down from four decimal places to two.

The County has determined that the .01% difference ought to be directly distributed to the City of Lake Mary. When originally calculated out to four decimal places, Lake Mary's share was 1.2948%, which could just as easily have been rounded up or down. The others were not as close of a call and are more optimally rounded to the desired share. Accordingly, please utilize 1.30% for the direct distribution to the City of Lake Mary. Doing so results in the overall percentage for all participants being 50.8% as intended by the parties.

To address your second query, I believe that one, combined check for Seminole County's share is sufficient. There is enough specificity in the project lists for us to separate the distribution internally for Exhibit B and Exhibit C project purposes after receipt from DOR.

Thanks for your attention to these matters. Please don't hesitate to contact me directly if I can be of further assistance.

Very truly yours,



Arnold W. Schneider
Assistant County Attorney

cc: Nicole Guillet, Acting County Manager
A. Bryant Applegate, County Attorney
Brett Blackadar, County Engineer
Cecilia Monti, Financial Administrator



MEMORANDUM

Date: July 17, 2014

TO: City Commission

FROM: Gary Schindler, City Planner *AS*

THRU: John Omana, Community Development Director *John Omana*

VIA: Jackie Sova, City Manager

RE: June 2014 Planning and Development Activity

FY2013-2014 WORKLOAD DATA

	FY2013		FY2014	
	JUNE	Total YTD	JUNE	Total YTD
Land Use Amendments	0	2	0	1
Rezoning	1	4	1	7
Conditional Use	0	6	1	2
Subdivisions/Plat	2	5	0	5
Site Plans	1	5	0	8
Variances	0	1	0	1
Vacates	0	0	0	1
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	0	1	0	0
Development Agreements, New	0	0	0	0
DRC Reviews	1	1	0	5
Home Occupation Review	5	36	3	36
Business License Review	12	220	26	118
Arbor Permits (non-development related)	14	142	13	136
Zoning Verification Letters	0	11	0	4
Site Permits Issued	1	9	1	7
Building Permits Review	44	437	37	307
Number of Pages Scanned	0	0	0	0

Significant Meetings & Issues:

June 5– MetroPlan Municipal Advisory Committee, Meeting about Lot 8 of Williston Park

June 6 – Walking Meeting regarding Downtown Signage

June 11 – MetroPlan Orlando Board Meeting, SunRail Presentation to visiting Engineers

June 12 – First Step Meeting regarding 38 Skyline Drive

June 23 – Meeting with Chairman of P&Z regarding 7Eleven project

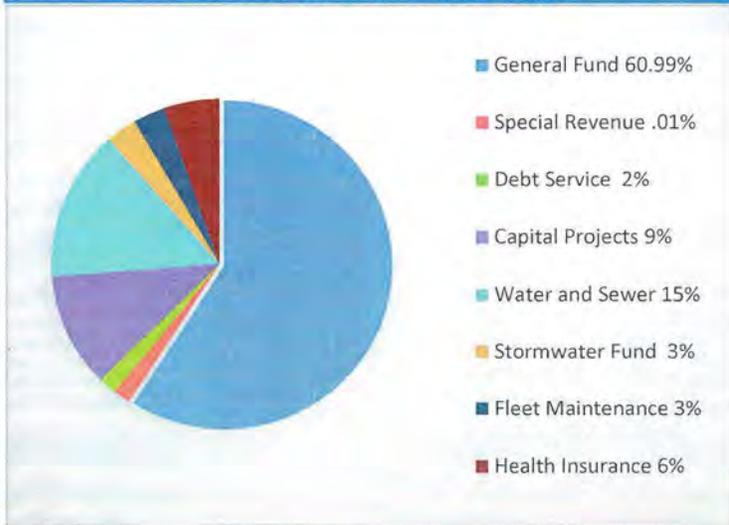
June 25 – MetroPlan Bicycle and Pedestrian Advisory Board Meeting

City of Lake Mary

Budget Snapshot as of June 30, 2014

(75% of fiscal year elapsed)

Fiscal Year 2013 - 2014 Adopted Budget



General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 6,083,271	\$ 6,160,419	101.3%
Franchise & Utility Taxes	6,072,270	3,799,369	62.6%
Business Tax Receipts	119,500	116,203	97.2%
Permits	997,577	815,726	81.8%
Fines & Forfeitures	68,933	91,002	132.0%
Intergovernmental	1,425,105	984,234	69.1%
Charges for Services	1,288,150	1,061,224	82.4%
Investment Income/Other	287,000	228,234	79.5%
Operating Transfers In	985,000	738,750	75.0%
Total Revenues	\$ 17,326,806	\$ 13,995,161	80.8%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 96,147	\$ 63,203	65.7%
City Manager	586,465	372,282	63.5%
City Attorney	95,000	47,819	50.3%
City Clerk	226,596	157,594	69.5%
General Government	698,269	486,108	69.6%
Risk Management	15,550	11,567	74.4%
Finance	496,993	356,892	71.8%
Information Systems	213,454	162,333	76.1%
Community Development	612,329	428,490	70.0%
Building	488,410	327,579	67.1%
Facilities Maintenance	369,481	212,365	57.5%
Police Operations	4,906,162	3,525,825	71.9%
Fire Combat	4,516,235	3,147,909	69.7%
Fire Prevention	342,023	233,609	68.3%
Support Services	951,630	623,037	65.5%
PW Admin & Engineering	226,636	161,889	71.4%
Streets/Sidewalks	505,822	293,719	58.1%
Parks & Recreation	1,725,552	1,129,405	65.5%
Events Center	373,035	261,050	70.0%
Community Center	100,431	70,707	70.4%
Senior Center	114,354	71,923	62.9%
Tennis Center	49,166	33,635	68.4%
Transfers Out	3,019,921	2,264,940	75.0%
Total Expenditures	\$ 20,729,661	\$ 14,443,880	69.7%
<i>Fund Balance Forward</i>	15,527,056	17,541,260	113.0%
Current Fund Balance	\$ 12,124,201	\$ 17,092,541	141.0%

Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 631,921	\$ 473,941	75.0%
Expenditures			
PIRRB Series 2007	\$ 287,438	\$ 287,438	100.0%
PIRRN Series 2012	\$ 330,472	\$ 330,472	100.0%

Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 35,810	27,797	77.6%
Cemetery Sales	4,000	2,500	62.5%
Fines & Forfeitures	12,000	15,210	126.8%
Investment Income/Other	5,650	4,376	77.5%
Total	\$ 57,460	\$ 49,883	86.8%

Expenditures

	Budget	Year-to-Date	%
Training	\$ 18,000	\$ 15,283	84.9%
Operating & DARE	12,500	14,785	118.3%
Contributions	13,000	13,600	104.6%
Capital	298,805	116,306	38.9%
Heritage Park	220,000	4,565	2.1%
Cemetery Operations	9,175	2,081	22.7%
Total	\$ 571,480	\$ 166,620	29.2%

Fund Balance Forward 1,118,062 1,004,102 89.8%

Current Fund Balance \$ 604,042 \$ 887,365 146.9%

Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 6	\$ 1,618	26966.7%
Grants	351,928	-	0.0%
Intergovernmental/Other	488,833	493,634	101.0%
Transfers In	2,130,000	1,597,500	75.0%
Total	\$ 2,970,767	\$ 2,092,752	70.4%

Expenditures

	Budget	Year-to-Date	%
Capital Projects	3,961,302	1,593,786	40.2%
Total	\$ 3,961,302	\$ 1,593,786	40.2%

Fund Balance Forward 1,050,730 801,493 76.3%

Current Fund Balance \$ 60,195 \$ 1,300,459 2160.4%

Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,100,000	\$ 1,411,232	67.2%
Sewer Revenue	1,850,000	1,428,130	77.2%
Reclaimed Water	200,000	159,715	79.9%
Water Impact Fees	40,400	39,659	98.2%
Sewer Impact Fees	17,400	2,065	11.9%
Investment Income/Other	180,500	153,291	84.9%
Total	\$ 4,388,300	\$ 3,194,092	72.8%

Expenditures

	Budget	Year-to-Date	%
Operating Expenses	1,581,184	981,370	62.1%
Capital Projects	1,276,700	669,243	52.4%
Wholesale swr/reclaimed	1,325,000	882,146	66.6%
Transfers Out	1,027,000	770,250	75.0%
Total	\$ 5,209,884	\$ 3,303,009	63.4%

Beg Unrestrict Net Assets 14,029,242 14,264,472 101.7%

Available Net Assets \$ 13,207,658 \$ 14,155,555 107.2%

Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 382,103	\$ 286,964	75.1%
Interest/Other	4,000	4,457	111.4%
Total	\$ 386,103	\$ 291,421	75.5%

Expenditures

	Budget	Year-to-Date	%
Operating Expenses	239,889	175,145	73.0%
Capital Projects	807,500	147,449	18.3%
Total	\$ 1,047,389	\$ 322,594	30.8%

Unrestricted Net Assets 847,712 929,878 109.7%

Available Net Assets \$ 186,426 \$ 898,705 482.1%

Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 990,619	\$ 603,311	60.9%

Expenditures

	Budget	Year-to-Date	%
Operating Costs	\$ 282,656	\$ 196,970	69.7%
Vehicle Purchases	\$ 792,700	\$ 681,297	85.9%

Health Insurance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Charges for Service/Other	\$ 1,864,998	\$ 1,349,909	72.4%

Expenditures

	Budget	Year-to-Date	%
Health Insurance Expense	\$ 1,629,600	\$ 1,129,091	69.3%
Health Clinic Expense	\$ 247,694	\$ 171,815	69.4%

City of Lake Mary, Florida
General Fund Revenues
As of June 30, 2014

Account Code	Description	2011 Actual	2012 Actual	2013 Budget	2013 Actual	2014 Budget	2014 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.5895	3.5895	
311-10	Ad valorem tax	\$ 6,470,685	6,072,711	5,943,112	6,029,358	6,083,271	6,160,419	101.27%
	Franchise & Utility:							
313-10	Duke Energy - Franchise	1,283,358	1,224,950	1,219,190	1,128,047	1,150,078	686,431	59.69%
313-11	FP&L - Franchise	586,291	545,433	576,381	535,600	525,181	305,757	58.22%
313-40	Propane - Franchise	7,090	10,010	7,700	5,864	8,240	6,419	77.90%
313-70	Solid Waste - Franchise	402,902	419,745	420,000	428,368	428,033	326,393	76.25%
	Total Franchise	2,279,641	2,200,138	2,223,271	2,097,879	2,111,532	1,325,000	62.75%
314-10	Duke Energy - Utility	1,348,464	1,249,357	1,281,040	1,288,610	1,273,877	792,053	62.18%
314-11	FP&L - Utility	607,667	601,224	586,393	648,297	618,847	447,044	72.24%
314-20	Telecommunications	2,025,484	2,011,704	1,970,830	2,093,587	2,030,020	1,200,401	59.13%
314-80	Propane Gas - Utility	45,535	47,512	45,080	40,838	37,994	34,871	91.78%
	Total Utility	4,027,150	3,909,797	3,883,343	4,071,332	3,960,738	2,474,369	62.47%
	Total Franchise & Utility	6,306,791	6,109,935	6,106,614	6,169,211	6,072,270	3,799,369	62.57%
	Licenses and Permits:							
321-60	Business Tax Receipts	119,026	115,373	119,000	118,964	119,500	116,203	97.24%
322-10	Building Permits	501,449	851,192	755,000	1,543,828	915,000	674,924	73.76%
322-20	Electrical Permits	31,702	63,819	50,040	45,976	37,017	71,160	192.24%
322-30	Plumbing Permits	12,861	43,687	31,625	30,639	20,069	25,655	127.83%
322-40	Mechanical Permits	23,054	25,243	18,750	32,685	25,491	43,987	172.56%
	Total Licenses & Permits	688,092	1,099,314	974,415	1,772,092	1,117,077	931,929	83.43%
	Fines & Forfeitures:							
351-10	Court Fines	66,172	59,132	38,670	69,858	51,083	43,261	84.69%
351-30	False Alarm Fees	1,850	4,225	2,016	3,950	2,850	450	15.79%
351-50	Violation of Local Ordin.	12,901	7,810	7,000	33,586	15,000	47,291	315.27%
	Total Fines & Forfeitures	80,923	71,167	47,686	107,394	68,933	91,002	132.02%
	Intergovernmental:							
312-41	Local Option Gas Tax	204,746	224,965	244,939	249,978	241,466	166,577	68.99%
334-00	Grants	18,575	3,241	2,096	2,096	-	-	
335-12	State Rev. Share/Gas Tax	268,887	275,591	282,494	293,595	301,344	213,178	70.74%
335-14	Mobile Home License	35	108	50	114	80	12	15.00%
335-15	Alcoholic Beverage Lic.	20,566	9,829	9,500	5,572	13,000	10,285	79.12%
335-18	1/2 Cent Sales Tax	795,364	800,439	824,124	834,141	857,575	587,212	68.47%
	Firefighter Supplement	10,580	11,200	10,320	11,740	11,640	6,970	59.88%
	Total Intergovernmental	1,318,753	1,325,373	1,373,523	1,397,236	1,425,105	984,234	69.06%

City of Lake Mary, Florida
General Fund Revenues
As of June 30, 2014

Account Code	Description	2011 Actual	2012 Actual	2013 Budget	2013 Actual	2014 Budget	2014 Y-T-D	% FYTD
Charges for Services:								
341-80	County Business License	12,665	10,715	11,000	10,836	11,500	9,055	78.74%
341-21	Zoning Fees	25,615	21,798	15,000	22,074	19,000	14,394	75.76%
341-22	Site Plan Fees	6,400	3,200	3,200	10,200	8,000	11,249	140.61%
341-22	Developer Bonus	-	-	-	-	-	-	-
342-10	Police Services	71,190	63,085	45,000	57,744	53,000	30,494	57.54%
342-60	Rescue Transport Fees	657,144	609,044	465,000	597,065	495,000	462,173	93.37%
347-10	Community/Events Center Rent	499,973	513,448	495,000	489,532	500,000	413,288	82.66%
347-15	Community Center	-	-	-	-	15,000	5,845	38.97%
347-20	Summer Camp Fees	-	-	-	-	55,000	26,570	48.31%
347-30	Farmers Market	36,838	31,379	35,000	29,719	31,000	18,295	59.02%
347-40	Skate Park Fees	16,296	8,819	13,500	4,221	4,000	2,421	60.53%
347-45	Splash Park Fees	23,504	24,274	25,000	22,811	25,000	14,272	57.09%
347-50	Park Rentals	675	630	800	1,082	850	658	77.41%
347-60	Sports Complex Rentals	24,658	27,330	25,000	29,288	27,500	23,167	84.24%
347-70	Softball Leagues	16,875	13,930	17,000	16,575	17,500	9,750	55.71%
347-80	Concession Revenues	5,444	679	1,750	2,435	1,800	6,075	337.50%
347-90	Tennis Center Revenues	52,204	50,231	54,000	40,729	24,000	13,518	56.33%
	Total Charges for Services	1,449,481	1,378,562	1,206,250	1,334,311	1,288,150	1,061,224	82.38%
Other:								
361-10	Interest	229,730	192,570	132,000	(1,038)	135,000	96,046	71.15%
363-10	Streetlighting	32,802	32,780	32,000	32,484	32,000	23,685	74.02%
364-00	Sale of Capital Assets	15815	51,917	-	388	-	136	-
369-00	Other Miscellaneous Rev.	113,923	160,060	133,400	126,900	120,000	108,367	90.31%
	Total Other Revenue	392,270	437,327	297,400	158,734	287,000	228,234	79.52%
Transfers In:								
381-00	Transfers from W&S	850,000	850,000	900,000	900,000	985,000	738,750	75.00%
381-00	Transfers from Cemetery FD	-	125,000	-	-	-	-	-
	Total Transfers In	850,000	125,000	900,000	900,000	985,000	738,750	75.00%
	Total General Fund Revenue	17,556,995	16,494,389	16,849,000	17,868,336	17,326,806	13,995,161	80.77%
	Carry-forward Fund Balance	15,145,583	15,066,183	16,369,093	16,369,093	15,527,056	17,541,260	112.97%
	Total Available	\$ 32,702,578	31,560,572	33,218,093	34,237,429	32,853,862	31,536,421	95.99%

FINANCE DEPARTMENT
MONTHLY REPORT
JUNE 2014

Purchasing/AP Activity	Jun-14	FYTD	Jun-13	FYTD
Purchase Orders Encumbered	38	401	27	323
Bids/RFPs Processed	0	6	1	7
Express Purchase Orders Processed	7	99	8	87
Express P.O. - Average \$ Value	\$177		\$210	
Checks Issued to Vendors	248	2,009	212	1,990
P-Card Transactions	277	2,649	226	2,241
P-Card Average \$ Value	\$138		\$113	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	45	374	42	340
Items Deposited	2,692	24,977	2,793	26,845
Deposited Items Returned	7	31	3	38
Credit/Debit Card transactions	527	4,082	362	3,092
Credit/Debit Card Sales	\$80,725	\$617,239	\$64,190	\$428,090
Employees Paid	393	3,873	381	3,958

Utilities Activity				
Utility Refund Checks	21	167	33	223
Utility Turn-offs for Non-payment	21	155	20	171
Door Hangers for Non-pay prepared	162	1,178	97	1,048
Delinquent Letters Mailed Out	388	3,099	385	3,366
Utility Service Complaints Handled	8	152	22	183
Garbage Service Complaints Handled	18	122	17	107
Existing Utility Accounts Closed	75	569	63	619
New Utility Accounts Opened	64	571	57	591
Utility Bank Draft Customers	1,125		1,058	
Electronic Utility Payments	1,150	10,103	959	9,063
Paperless Billing Customers	731		598	
Current Residential Water Customers	4,733		4,703	
Current Residential Sewer Customers	2,581		2,558	
Current Residential Garbage Customers	4,890		4,813	
Current Commercial Water Customers	450		446	
Current Commercial Sewer Customers	385		378	
Current Commercial Garbage Customers	241		236	

IT Activity				
Helpdesk tickets logged	118	1,141		
Computer/Server/Network tickets	109	1,098		
Cell Phone tickets	4	38		
Helpdesk tickets resolved	113	1,138		
Average resolution time (days)	1			
Intranet/Website Updates	20,818	20,885		
Unique Website Visitors	11	133,335		

Items of Interest During Reporting Period



City of Lake Mary
Fire Department
911 Wallace Court, Lake Mary, Florida 32746



Monthly Report

June 2014

Administration and Emergency Operations

We responded to 322 alarms, had 145 transports, and logged over 778 hours of training during the month of June.

Emergency Operations personnel had an additional 55 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Administration continued to work professional development programs for all ranks. This includes career path studies and promotional processes.

Fire Prevention

Fire Prevention conducted 474 combined inspections and 42 plan reviews.

Activities included - follow up on fire sprinkler and fire alarm issues at several buildings, reviewed emergency plans for several businesses and sparkler tent inspections.

Attended First Step, DRC, Pre-Con, CFFMA, SEED, Insurance, Verizon and Station House status meetings. Also attended Awards, Retirement and Taking Care of Our Own committee meetings.

Attended two days of Visual Fire training.

Attended board meeting for Florida Fire Marshal's and Inspectors Association.

Served as an exam proctor for Orange County Inspector.

Public Education Events –

Fire Extinguisher Training – Kids Together – 14 people

Safety Week – Liberty Mutual - 200 people

Fire Drill – Liberty Mutual – 500 people

Station Tour – Mom’s Group – 15 people

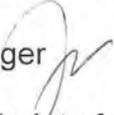
Fire Drill – Verizon – 350 people

Station Tour – Daycare Group – 50 people

Conducted 18 – 911 tests at local businesses and 8 lockbox inspections



MEMORANDUM

DATE: July 17, 2014
TO: Mayor and City Commission
FROM: Bryan Nipe, Parks and Recreation Director
VIA: Jackie Sova, City Manager 
SUBJECT: Parks and Recreation Update for June 2014

Recreation:

- Adult Softball
 - 8 team leagues on Monday Men's and Wednesday Co-Ed.
 - New Divisional format allows increased team participation and increased participation in playoff night.
 - Staff will bring an adult kickball opportunity to the Parks and Recreation Advisory Board in August.
- Skate Park – Continuing to decline in popularity. This item will be brought up for discussion at the August Parks and Recreation Advisory meeting.
- Splash Pad – Incredibly popular during sunny days, but the rainy weather this season has brought a slight decrease in participation.

Events Center:

- 11% increase in revenue over this point in FY 2013.

Community Center:

- By the end of June, the Center has 40 rentals on the books to date with 16 that have occurred. This includes a mix of weddings, wedding rehearsals, birthday parties and baby showers.
- 8 Zumba classes per week.
- Summer Camp is at nearly 100% of maximum occupancy for the summer.

Tennis Center:

- 151 Members – up from 141 in June 2013.
- July Firecracker Mixer, Saturday, July 12th @ 6:00pm.

Community Events:

- WineART Wednesdays – First Wednesday of the month. The June WineART was a huge success bringing a larger crowd than normal to taste the food in the new DailyCity.com Food Truck Bazaar that incorporated 8 food trucks into the event.

Grounds and Facilities:

- Central Park – Staff is researching the structural feasibility of the proposed seawall around the lakefront.

MEMO



PARKS & RECREATION DEPARTMENT

TO: Bryan Nipe, Director of Parks & Recreation

FROM: Sean Cabrera, Recreation Specialist

DATE: July 8, 2014

PARKS AND RECREATION MONTHLY ACTIVITY REPORT FOR THE MONTH OF: June 2014

EVENTS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	0	10	74	95
rentals	25	21	234	205
revenue	\$ 46,856.75	\$ 40,785.13	\$ 413,288.39	\$ 373,210.04
expenses	\$ 24,787.46	\$ 24,094.37	\$ 261,049.53	\$ 240,615.22

SENIOR CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	121	114	1067	991
individual participants	2180	1759	19179	14965
revenue	\$ 288.62	\$ 898.40	\$ 21,719.48	\$ 16,781.98
expenses	\$ 6,966.19	\$ 9,066.96	\$ 71,923.30	\$ 79,267.33

COMMUNITY CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	37	-	71	-
non-revenue uses	12	-	26	-
rentals	12	-	16	-
rental revenue	\$ 5,845.00	-	\$ 5,845.00	-
expenses	\$ 12,273.50	-	\$ 70,706.74	-

TENNIS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	151	141		
revenue	\$ 2,770.25	\$ 3,123.40	\$ 13,518.00	\$ 29,913.24
expenses	\$ 5,006.35	\$ 2,178.60	\$ 33,634.69	\$ 45,243.18

OTHER REVENUES	Current Month	This Month Last YR	Current YTD	Previous YTD
Farmers Market	\$ 2,029.25	\$ 2,138.48	\$ 18,295.31	\$ 22,669.12
Skate Park	\$ 124.53	\$ 262.25	\$ 2,420.79	\$ 2,937.98
Splash Park	\$ 6,461.10	\$ 6,025.30	\$ 14,271.68	\$ 11,345.11
Park Rentals	\$ (1,760.00)	\$ 75.00	\$ 657.83	\$ 775.00
Sports Complex	\$ 1,833.96	\$ 510.00	\$ 23,166.53	\$ 20,049.32
Leagues	-	-	\$ 9,750.00	\$ 11,375.00
Concession (Trailhead & Sports Comp.)	\$ 625.00	\$ 378.22	\$ 6,075.46	\$ 1,958.01
Summer Camp	\$ 17,345.00	-	\$ 26,570.00	-
TOTAL OTHER REVENUES	\$ 26,658.84	\$ 9,389.25	\$ 101,207.60	\$ 71,109.54

**WORK ORDER EXPENSES**

TYPE	Jun-14	YTD	Jun-13	YTD	Jun-14	YTD	Jun-13	YTD
LABOR	40%	40%	23%	27%	\$ 3,595.16	\$ 38,762.47	\$ 3,355.41	\$ 38,150.62
MATERIALS	21%	25%	12%	17%	\$ 1,872.79	\$ 35,093.18	\$ 1,625.93	\$ 29,268.52
CONTRACTOR	39%	35%	65%	56%	\$ 3,461.35	\$ 37,051.44	\$ 9,417.00	\$ 64,984.04
TOTALS	100%	100%	100%	100%	\$ 8,929.30	\$110,907.09	\$ 14,398.34	\$132,403.18

WORK ORDERS BY BUILDING

FACILITY	Jun-14	YTD	Jun-13	YTD
CITY HALL	7	118	20	102
COMMUNITY CENTER	1	22	0	0
EVENTS CENTER	10	71	3	50
EMPLOYEE HEALTH CLINIC	1	9	0	7
FLEET	0	12	0	12
FRANK EVANS MUSEUM	1	10	0	15
LIBERTY PARK	0	2	0	2
MUNICIPAL COMPLEX	5	70	5	68
PARKS BUILDING	4	30	3	23
POLICE DEPARTMENT	4	61	5	62
PUBLIC WORKS BUILDING	2	37	2	33
SPORTS COMPLEX	2	29	3	26
STATION #33	1	30	5	36
STATION #37	5	26	3	26
TENNIS CENTER	2	27	1	14
TRAILHEAD PARK	2	8	5	19
WATER TREATMENT PLANT	1	18	1	13
TOTALS	48	580	56	508

WORK ORDERS BY CATEGORY

FACILITY	Jun-14	YTD	Jun-13	YTD
APPLIANCES	2	24	5	30
DOORS - INT, EXT, & HARDWARE	3	42	3	35
ELECTRICAL	21	205	16	147
FIRE ALARM SYSTEMS	0	9	2	8
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	2	36	7	37
JANITORIAL	0	19	0	7
MISCELLANEOUS	4	74	7	49
PAINT - INTERIOR & EXTERIOR	1	4	0	7
PEST CONTROL	1	11	1	8
PLUMBING	6	60	7	43
PREVENTATIVE MAINTENANCE	8	95	7	129
SECURITY SYSTEMS	0	1	1	6
SEPTIC TANKS	0	0	0	0
VENDING	0	0	0	2
TOTALS	48	580	56	508

PUBLIC WORKS UPDATE

June 2014

Streets/Sidewalks – 432

1. Station House area parking, utility and road improvements substantial completion and Palmetto, Old Lake Mary, and Crystal Lake Ave. to be open by July 19th.
2. Design of parking lot for Community Building underway.
3. Parking lot recoating/stripping completed at Community Ctr., Liberty Park, City Hall and Events Center.
4. Rinehart Trail resurfacing bid award to Commission July 17th.

Water Treatment – 434

1. 12-month average daily water demand 2.99 million gallons (equal to previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.46, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Large meter replacements being scheduled for June and July.
3. Continuing decommission of galvanized water mains downtown.
4. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
5. New lift station SCADA system, Santis Engineering, installation completed.
6. Lake Mary Blvd./TOD sewer design to be revised to add sidewalk and turn lane on Palmetto Ave.
7. New VacCon to be placed in service on July 10th.

	Jun-14	FYTD	Jun-13	FYTD
Work Orders Completed	36	263	40	250
Sidewalks Repaired (Feet)	0	1,960	0	535
Street Signs Installed	14	114	13	120
Streets Paved (Miles)	0	3	0	0
Paved Streets Maintained (Asphalt - Tons)	3.00	29.50	4.50	51
Millions Gallons Treated	94	816	80.79	827
New Water Meters Installed	2	28	3	27
Waterlines Installed (Feet)	0	230	0	0
Waterline Breaks Repaired	19	167	19	123
Meters Exchanged	18	253	21	388
Turn-On/Turn-Off (Customer Request)	139	1,140	120	1,210
Turn-Offs/Non-Payment	21	155	20	171
Water System Dist. Valves Exercised	40	260	30	170
Vehicle Preventative Maint. Inspections	46	437	47	423
Vehicles/Equipment Serviced	91	740	82	794

Human Resources

June 2014 Report

Employment	06/14	YTD	06/13	YTD
Applications received/acknowledged	17	324	30	637
New Hire Orientations	1	19	3	25
Resignations/Terminations	1	13	1	18
Current Vacancies (FT/PT Employment Opportunities)	3	31	2	27
Positions filled in house	0	6	2	6
Positions filled outside	1	18	3	24
Surveys Conducted/Completed	10	73	4	26
Employee Evaluations	8	154	8	145
Employee Verifications	3	44	6	42
Personnel Actions Initiated	24	270	21	261
Grievances Filed	0	1	0	0
Employee Insurance Assistance	12	44	20	213
Current Full Time Employees	181		175	
Current Part Time Employees	17		18	
Special Projects				
Insurance renewal meetings				
Insurance	06/14	YTD	06/13	YTD
On the Job Injuries - Medical Attention Required	0	5	0	2
On the Job Injuries - No Medical Attention Required	0	1	0	2
City Vehicle Accidents Reported - Under \$500	1	8	0	5
City Vehicle Accidents Reported - Over \$500	0	2	0	2
Loss/Damage Reports - Under \$500	1	9	0	7
Loss/Damage Reports - Over \$500	0	3	0	3
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	1	1	0	2
Liability/Claimant Incident Reports - Under \$500	0	4	0	0
Liability/Claimant Incident Reports - Over \$500	0	3	0	3
Special Hearings/Mediations	0	0	0	1

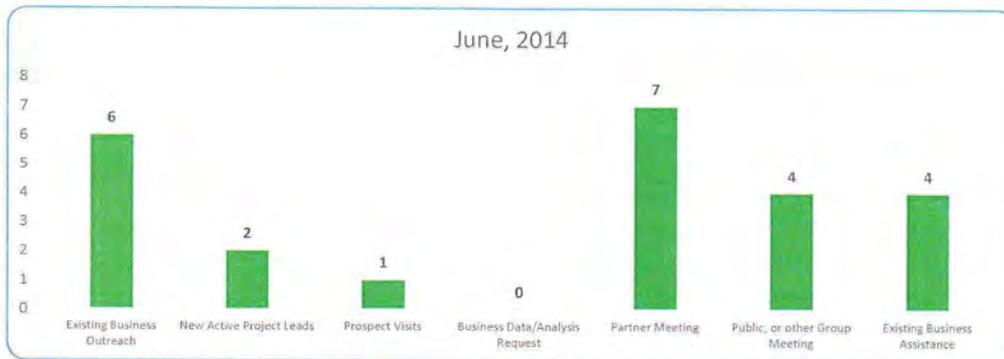
**CITY CLERK'S OFFICE MONTHLY REPORT
JUNE 2014**

	FY 2014		FY 2013	
	JUNE 14	YTD	JUNE 13	YTD
MINUTES PREPARED (SETS)	2	15	1	14
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	0	4	0	2
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	1	0	3
PROCLAMATIONS PREPARED	0	15	2	25
PUBLIC HEARING NOTICES PUBLISHED	0	3	1	9
OCCUPATIONAL LICENSES				
NEW	26	165	20	208
RENEWALS	6	213	1	381
TRANSFERS	4	42	3	30
REVENUE GENERATED	\$882.50	\$28,019.75	\$567.50	\$36,078.00
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	6	27	1	24
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

Activity Summary

City of Lake Mary, Economic Development Activity Summary June, 2014	
Activity Code	Explanation
Existing Business Outreach	Existing business outreach meeting or interview
New Active Project Leads	Meetings associated with new projects that develop into follow-up action or incentive
Prospect Visits	Meeting with business potentially interested in relocating or expanding in Lake Mary
Business Data/Analysis Request	Data and analysis request processed
Partner Meeting	Meeting with Economic Development partners
Public, or other Group Meeting	Public Meetings, or other group meeting
Existing Business Assistance	Existing business assistance with problem, and follow-up

Activity Count	June, 2014
Existing Business Outreach	6
New Active Project Leads	2
Prospect Visits	1
Business Data/Analysis Request	0
Partner Meeting	7
Public, or other Group Meeting	4
Existing Business Assistance	4
Total Count	24



Milestones:

Series of meetings/negotiations to further develop and refine an incentive proposal for a long-standing 'confidential' economic development project (a/k/a Project Wheat). The project involves consolidation of services, for a National Firm, interested in developing a "delivery center" within Lake Mary.
Work with a student intern to assist economic development during the summer. The intern is focusing on helping develop an economic development marketing piece for the City.
Delivered a "State of Economic Development" presentation to the Chamber's Lake Mary Council.
Public Commission meetings for the Jobs Growth Incentive (JGI) agreements associated with CareMed Pharmaceutical Services. City and County approved the program.

City of Lake Mary -
Economic Development Activity Report

Activity Detail			
City of Lake Mary, Economic Development Activity Log			
June, 2014			
Name	Date	Activity Code	Explanation
Tom		Existing Business Assistance	Connected Seminole County Extension Services with two firms for a work based health program.
Tom		Partner Meeting	Coordinated a meeting with a National Sign company to explore pedestrian signage options to link the SunRail stop to downtown Lake Mary.
Tom	6/10/14	Partner Meeting	Participated in the Florida Economic Development Council (FEDC) annual conference in Tampa, Florida.
Tom	6/5/14	Public, or other Group Meeting	Presentation of downtown business survey results to City Commission in a Work session.
Tom	6/6/14	Partner Meeting	Meeting with Andrew Lauchner of NSP signs to discuss pedestrian scaled signage linking the SunRail Stop to downtown Lake Mary.
Tom	6/11/14	Partner Meeting	Review materials and agreements with County regarding CareMed Pharmaceuticals.
Tom	6/11/14	Partner Meeting	Along with Community Development Staff, brief presentation to SunRail engineer group regarding TOD in Lake Mary.
Tom	6/12/14	Existing Business Assistance	First step meeting to discuss proposed site improvements to Skyline Drive property. Project scope includes the addition of 150 parking spaces.
Tom	6/13/14	Partner Meeting	Presentation at the Regional Economic Developer (RED) team meeting. Host County was Seminole.
Tom	6/19/14	Public, or other Group Meeting	Tri-County League of Cities Luncheon.
Tom	6/20/14	Partner Meeting	Duke Energy Economic Development meeting to discuss special rates and economic development assistance provided through Duke Energy.
Tom	6/19/14	Public, or other Group Meeting	City Commission approval of Jobs Growth Incentive package for CareMed Pharmaceuticals.
Tom	6/24/14	Public, or other Group Meeting	Developed and presented an economic development update to the Chamber's Lake Mary Council. Approximately 30 businesses in attendance.
Tom	6/24/14	Prospect Visits	Participated in the Seminole County Board of County Commissioner's review and approval of the CareMed Jobs Growth Incentive Package.
Tom		Existing Business Assistance	Coordinated a luncheon between the Park Avenue Merchants Association and downtown Lake Mary Businesses. Invite and discussion with 6 downtown business representatives.
Tom		New Active Project Leads	Software development company interested in Lake Mary.
Tom		Existing Business Assistance	Helped identify potential funding partners for an upcoming planetarium conference, sponsored by SSC, and being held at Lake Mary Marriott.
Tom		New Active Project Leads	Continued planning and coordination associated with Project Wheat throughout the month of June, 2014.



Lake Mary Police Department

MONTHLY REPORT - JUNE 2014

	FY 2014 JUNE	FY 2014 YTD	FY 2013 JUNE	FY 2013 YTD
Monthly Call Volume	4,641	43,848	4,704	41,162
Response Times (in minutes)				
Priority 1	2.58		3.17	
Priority 2	3.38		3.6	
Priority 3	7.44		6.93	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	2	1	5
Robbery	0	2	1	2
Assault/Battery	8	74	10	76
Burglary	5	43	4	47
Theft, all other	22	156	15	156
Motor Vehicle Theft	0	5	2	9
Theft of Motor Vehicle Parts	1	13	0	5
Arson	0	0	0	0
D.U.I.	2	26	1	33

Total Arrests

Adults	38	309	49	332
Juveniles	9	34	4	36

Traffic Calls

Crashes	55	470	60	476
Criminal Citations	19	131	21	143
Citations- non criminal	504	3,180	369	3,555
Parking citations	6	87	8	72
K9 Deployments	14	94	4	51
Agency Assist; outside Jurisdiction	41	447	44	398

Alarms

Total	87	817	57	732
Business	53	512		470
Residential	34	305		232

Total Responses to City Ordinance Violations

22		77	198
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Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

Officer Wheeler gave a K-9 demonstration for the children at Lake Mary Summer Camp.

Honor Guard

Two members of the honor guard represented the Department at the service for Randy Petitt.

Criminal Investigations Division

Det. Hernandez attended Incident Response to Terrorist Bombing school in New Mexico.

Lt. Biles attended an Internal Affairs Conference.

CID made five arrests for various cases.

Assigned cases of interest for June were: 3 residential burglaries, 3 vehicle burglaries, 1 suicide by handgun, 2 thefts, 1 assault, 1 battery, 16 economic crime cases were assigned to Seminole County Economic Crimes Task Force (Det. Riddle).

Community Relations Division

Community Relations activities in June included:

Attended a Health and Safety Class at Vitas.

Attended a BAB Meeting with Seminole County School Board.

Participated in fundraiser @ Longhorn Steakhouse for (SIG) Seniors Intervention Group.

Gave an SIG presentation to Brevard County Board of Elder Affairs, attended by two State Representatives.

Taught a class on Mental Health to Explorer Academy at SSC with 25 cadets in attendance.

Provided a bullying prevention class at Champion Karate for 35 children.

Coordinated with Fire Department to assist very ill resident improve driveway access for rescue truck.

SIG provided 128 meals to low income seniors, and assisted several with transportation.

SIG repaired one A/C unit, and addressed the needs of over 52 seniors by directing them to the appropriate service providers if SIG was unable to meet their needs.

Support Services Division

Seminole County Communications is preparing for the integration of the P25 digital radio platform, which will provide clear and broad communications for Lake Mary's

Communications Center. New upgraded Radio Consoles and Systems have been placed in the Communication Center awaiting the county's official cut over date; originally scheduled for June 24th, now July 15th.



MEMORANDUM

DATE: July 2, 2014

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: June Monthly Report

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Jun-14	YTD	Jun-13	YTD	Jun-14	YTD	Jun-13	YTD
COMMERCIAL - NEW	2	3	1	18	\$ 2,092,885	\$ 2,817,984	\$ 1,180,020	\$ 50,041,313
COMMERCIAL - ALTERATION	4	84	13	34	\$ 290,934	\$ 6,502,427	\$ 93,000	\$ 3,485,584
RESIDENTIAL - NEW	1	26	17	28	\$ 165,162	\$ 3,330,663	\$ 3,599,098	\$ 9,180,287
RESIDENTIAL - ALTERATION	15	74	5	55	\$ 129,663	\$ 768,094	\$ 34,654	\$ 2,202,499
ELECTRICAL - NEW/ALTERATION	19	138	24	78	\$ 432,170	\$ 3,219,280	\$ 389,762	\$ 4,562,961
ELECTRICAL - TEMP/PREPOWER	4	60	1	26	\$ 300	\$ 3,000	\$ 100	\$ 1,600
MECHANICAL - NEW/ALTERATION	34	211	29	88	\$ 293,212	\$ 2,655,233	\$ 210,693	\$ 1,758,313
PLUMBING - NEW/ALTERATION	11	90	24	49	\$ 51,720	\$ 1,287,559	\$ 422,658	\$ 1,634,139
ROOFING - TILE, METAL & FLAT	1	58	13	7	\$ 20,000	\$ 1,135,089	\$ 78,134	\$ 119,224
RE-ROOFING	14	89	10	82	\$ 190,708	\$ 2,139,116	\$ 99,544	\$ 1,216,243
SWIMMING POOL	2	41	1	5	\$ 125,000	\$ 595,517	\$ 28,135	\$ 1,315,787
SCREEN ENCLOSURE	2	15	3	4	\$ 13,106	\$ 70,636	\$ 12,584	\$ 35,049
FENCE	4	44	4	28	\$ 17,451	\$ 128,577	\$ 10,989	\$ 75,011
SIGN	1	30	1	13	\$ 1,450	\$ 34,610	\$ 3,000	\$ 14,041
FOUNDATION ONLY	0	0	0	1	\$ -	\$ -	\$ -	\$ 186,180
DEMOLITION	0	0	1	3	\$ -	\$ -	\$ -	\$ 75,000
TOTALS	114	695	147	519	\$ 3,823,761	\$ 17,589,274	\$ 6,162,371	\$ 75,203,295

BUILDING INSPECTIONS PERFORMED				
TYPE	Jun-14	YTD	Jun-13	YTD
BUILDING	207	1441	172	860
ELECTRICAL	118	602	57	280
MECHANICAL	55	417	28	124
PLUMBING	60	338	38	171
TOTALS	440	2798	295	1558

MAJOR PROJECTS

1. Fountain Parke
2. Enclave @ Tuscany
3. Station House
4. Central Park

First Step Meetings

1. Parking Expansion-38 Skyline Dr.