



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA  
THURSDAY, APRIL 03, 2014 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: March 20, 2014**
- 6. Special Presentations**
  - A. Proclamation - National Public Safety Telecommunications Week**
- 7. Citizen Participation**
- 8. Unfinished Business**
  - A. Ordinance No. 1503 - Amending the Primera PUD and providing for the Fifth Amended and Restated Developer's Agreement; Miranda Fitzgerald, Esquire, applicant - Second Reading (Public Hearing) (Gary Schindler, City Planner)**

- B. Ordinance No. 1504 - Amending Chapter 92 of the Code of Ordinances to establish fees for Summer Camp - Second Reading (Public Hearing) (Radley Williams, Recreation Chief)**

**9. New Business**

- A. Resolution No. 934 - Adopting Lake Mary Vanpool Grant Program (LMVPG) for SunRail (Tom Tomerlin, Economic Development Manager)**

**10. Other Items for Commission Action**

**11. City Manager's Report**

- A. Items for Approval**
- B. Items for Information**

**12. Mayor and Commissioners Report (1)**

**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: April 17, 2014**



1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held March 20,  
2 2014, 6:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,  
3 Lake Mary, Florida.

4  
5  
6 Mayor David Mealor Jackie Sova, City Manager  
7 Commissioner Gary Brender Carol Foster, City Clerk  
8 Deputy Mayor George Duryea – Late Dianne Holloway, Finance Director  
9 Commissioner Allan Plank – Via telephone John Omana, Community Dev. Dir.  
10 Commissioner Jo Ann Lucarelli Gary Schindler, City Planner  
11 Steve Noto, Senior Planner  
12 Tom Tomerlin, Economic Dev. Mgr.  
13 Bryan Nipe, Parks & Recreation Dir.  
14 Dave Dovan, Asst. Public Works Dir.  
15 Steve Bracknell, Police Chief  
16 Craig Haun, Fire Chief  
17 Mary Campbell, Deputy City Clerk  
18

19 The work session was called to order by Mayor David Mealor at 6:05 P.M.

20  
21 I. Items for Discussion

22  
23 A. Timacuan Roundabout

24  
25 Mr. Noto said this item came forth to staff from a member of the Timacuan HOA. He  
26 said the gentleman in the audience is Jim Carles but had mainly been dealing with his  
27 neighbor Matt Cormia in getting some of the exhibits that are part of the packet this  
28 evening.

29  
30 Mr. Noto showed an aerial on the overhead projector and it shows the roundabout in  
31 question. He noted north was down on the paper. He pointed out the area where they  
32 are looking to install the American flag and the additional landscaping. The reason it is  
33 before the Commission is because Timacuan Boulevard and the roadway system is  
34 public right-of-way. We are looking for direction on how to proceed on this matter. He  
35 showed a graphic put together by Mr. Cormia who is a landscape architect and it shows  
36 what the roundabout could like with the flagpole installed and the additional landscaping  
37 behind it. What it doesn't show is a pedestal with a plaque on it with some inscriptions  
38 in the same general area of the flag they are looking to install, the purpose being to pay  
39 tribute to those living in Timacuan that have served in the armed forces and have  
40 served the country.

41  
42 Mr. Noto said the proposed height of the flagpole is 20 feet and the typical flag size for a  
43 pole of that height is 3' X 5'. If the Commission would like staff to move forward in  
44 working with the Timacuan HOA to have this installed, we would recommend the  
45 applicant submit for a Right-of-Way Utilization Permit to construct the flagpole, provide  
46 the City with full indemnification, and the City would provide an easement for

1 construction since it is public right-of-way. Timacuan already provides the maintenance  
2 within the roundabout.  
3  
4 Commissioner Brender said as long as we have the legal challenges behind us and we  
5 can make sure nobody is going to run into it then he had no objections at all.  
6  
7 Commissioner Lucarelli said she had no objection and thought it was a great idea.  
8  
9 Commissioner Duryea arrived at this time (6:10 P.M.).  
10  
11 Commissioner Duryea had no comments.  
12  
13 Commissioner Plank said it looks like the flag is very close to the north side and the  
14 street.  
15  
16 Mr. Noto said that was correct. It appears to be about 5 to 10 feet within that 5 to 10-  
17 foot window from the curbing.  
18  
19 Commissioner Plank asked if there was going to be the ability to walk around the  
20 memorial.  
21  
22 Mr. Noto said based on the plans we received there would not be an additional walk  
23 around. There is the landscaping behind it and the existing walkway along the  
24 perimeter.  
25  
26 Commissioner Plank questioned how they were going to read what is on the plaque.  
27  
28 Jim Carles, 338 Mohave Terrace, came forward. He said he was a member of the HOA  
29 and had worked closely with Matt (Cormia) and the other board members on putting this  
30 project together. With respect to the location of the monument, as of right now it is a  
31 fluid situation as to where we put that. He said he didn't think it was intended to put the  
32 monument between the flagpole and curb. He thought it was going to be toward the  
33 interior of the island and accessible through a turf area. He said he was sure they could  
34 budget in some concrete and pour a sidewalk up to it.  
35  
36 Commissioner Plank said as long as it is going to be readable he had no objection.  
37  
38 Commissioner Brender said you could put the memorial in the middle of the island  
39 behind the flagpole and make the whole island the look and that way you are not buying  
40 concrete.  
41  
42 Mr. Carles said if we have that flexibility we are grateful for that. This is the City's  
43 property and we don't want to take advantage of the situation.  
44  
45 Mayor Mealor asked if there were any objection to allowing them to move forward.  
46 They will have to bring it back to us but let them determine the appropriate placement.

1  
2 Mr. Carles said we will be submitting final drawings for permitting purposes and at that  
3 point we will have the location of the monument.  
4

#### 5 B. Proposed SunRail Van Pool Grant Options 6

7 Ms. Sova said this item will be presented by Tom Tomerlin of Economic Development.  
8 We decided to bring this forward because we think we have come up with a program  
9 that can serve more than International Parkway which is what we had focused on. It is  
10 something to get people to and from the SunRail Station at a reasonable cost.  
11

12 Mayor Meador said yesterday at the East Central Florida Regional Planning Council,  
13 SunRail did one of the most informative updates that he has seen them do to date.  
14 They singled this particular item out and the City of Lake Mary for being proactive and it  
15 generated a lot of interest. He thought the timing was good for this discussion.  
16

17 Tom Tomerlin, Economic Development Manager, said this grant program came out of  
18 roundtable discussions with City staff and reThink personnel and then Lynx. The  
19 program is looking at where the Lake Mary SunRail Station is and where the primary  
20 employee base is located. The highest employment density is associated with Interstate  
21 4.  
22

23 Mr. Tomerlin said the program is proposing a 50% match on the City's part of the lease  
24 payment associated with the Lynx Agency Van Pool Program. He showed a flier on the  
25 overhead that summarizes the program and outlines the benefits and the price. The  
26 price is \$690 per month and it ranges from a 7-passenger van to a 15-passenger van.  
27 We are proposing a 50% match of that \$690 lease payment. The \$690 lease payment  
28 does not include the driver and is something to be worked out between Lynx and the  
29 firm. It doesn't include fuel but does include insurance and maintenance. The 50%  
30 match would be \$345 per month. We are proposing this \$345 per month could extend  
31 for 12 consecutive months for a total award of \$4,140. At this juncture we are bringing it  
32 in work shop fashion for feedback. We would like to receive feedback and modify the  
33 grant program and have it come back before the SunRail starts to operate.  
34

35 Mr. Tomerlin said Courtney Miller is in the audience and she and her outfit, reThink,  
36 would be critical in this endeavor because that would be the group that goes out and  
37 informs the employers about this program. The program is strictly attached to SunRail  
38 usage. It is looking at connecting workers from the SunRail Station to their place of  
39 employment. Lynx is going to administer the program. This is a financial incentive. We  
40 believe this will get some notice from other communities. It is a demand-driven  
41 approach toward people getting connected to their place of employment from the  
42 SunRail Station stop. There are some questions we would like to discuss but at this  
43 point would pause and asked if there were questions on how the program might work.  
44

45 Commissioner Brender asked how many vans were they talking about.  
46

1 Mr. Tomerlin said that is at the discretion of the City Commission. Staff is proposing a  
2 funding level of \$25,000 and that would support six van pools.

3  
4 Commissioner Brender said the price is the same regardless of the size of the van.

5  
6 Mr. Tomerlin said that is the way he understood it and is clearly the way their marketing  
7 material displays it.

8  
9 Commissioner Brender said he was looking at numbers. Heathrow has about 45,000  
10 workers. If a measly 5% are going to use SunRail, we are going to have 300 vans on  
11 Lake Mary Boulevard. This may address the needs of 120 people. He questioned if  
12 that is enough to do anything. It is going to address the needs of 120 people that we  
13 don't address now but was still thinking and wondering what are we going to do in order  
14 to make SunRail viable but at the same time take them that last 2.2 miles and get them  
15 over to Heathrow.

16  
17 Mr. Tomerlin said he did a straight line distance between SunRail and the Verizon  
18 building and it is 2.8 miles as the crow flies. The issue of scale is one in which if the  
19 City Commission wanted to entertain it could put more money towards this grant  
20 program. Staff was thinking this was something we could begin offering and see how it  
21 is received, what the demand might be, and during the budget cycle could allocate a  
22 different funding amount. A \$25,000 funding or if you wanted to double it to \$50,000 is  
23 still an order of magnitude and less than what we were looking at for private providers.

24  
25 Commissioner Brender asked kind of private providers. He asked if it would be Mears or  
26 something like that.

27  
28 Mr. Tomerlin said that was correct.

29  
30 Commissioner Brender said Lynx would never get the ridership. Somebody working in  
31 Heathrow is not going to want to stop eight times along Lake Mary Boulevard before  
32 they get there. We can experiment with this but was hopeful the needs come quickly.  
33 We might have to explore other options, maybe some public/private sponsorships with  
34 some of the employers of Heathrow with buses or a trolley system.

35  
36 Mr. Tomerlin said this is a great way to get that conversation started.

37  
38 Deputy Mayor Duryea asked if this grant was paid out over 12 months. It says not to  
39 exceed \$345 a month over 12 months.

40  
41 Mr. Tomerlin said the payment method needs to be worked out with Lynx. He had  
42 gotten feedback from Lynx that they are indifferent whether or not Lake Mary pays them  
43 directly on behalf of the employer or if we pay the employer. They seem indifferent as  
44 to how that process would work. We can discontinue this contract at any time. It would  
45 be in the City's best interest to pay on a monthly basis because they could give 30-days'  
46 notice and decide to leave.

1  
2 Deputy Mayor Duryea said \$345 is for one van. Let's say it goes back and forth from  
3 the Heathrow Country Club to the station and back. He asked how many times they  
4 would be doing that.  
5  
6 Mr. Tomerlin said they have a mileage cap and believed it was 3,500 per month.  
7 Otherwise he thought Lynx was flexible in regard to the route they take and the  
8 frequency they do it. They could have the van run three times in the morning and three  
9 times in the evening. Provided they don't exceed the mileage cap where they start to  
10 charge on a per-mile basis he thought Lynx was flexible.  
11  
12 Deputy Mayor Duryea asked who did the hiring of the driver.  
13  
14 Mr. Tomerlin said that is something we want to leave between Lynx and the agency  
15 because Lynx refers to this as an agency van pool. When they say agency it means it  
16 is an employer-based program. A group of commuters say they want to get a van. This  
17 one is employer based meaning the employer pays for it on behalf of a group of workers  
18 to come to work.  
19  
20 Deputy Mayor Duryea asked Mr. Tomerlin if he had gotten any feedback that this is a  
21 good or bad idea.  
22  
23 Courtney Miller, Program Manager of reThink (a program of the Florida Department of  
24 Transportation), 4004 McGuire Boulevard, Orlando, Florida 32803, came forward. In  
25 regards to who drives and coordinating all of that, it could be one of the commuters  
26 volunteering to drive or the agency employer could hire a driver. All of that would be  
27 determined by the employer or the employee group. We may find different variations.  
28 We talked internally about what we could do to try to incentivize someone to volunteer  
29 to drive. We are comfortable with sponsoring someone with a SunRail pass as long as  
30 they will commit to driving for a certain amount of time.  
31  
32 Deputy Mayor Duryea said we are saying we will help you if you put together some sort  
33 of van pool  
34  
35 Mr. Tomerlin said that is correct. We are trying to get employers that are on the fence.  
36 He thought this was a great economic development tool.  
37  
38 Deputy Mayor Duryea said we could have Verizon or any large company in Primera or  
39 Heathrow that want to do this. He would think they would have more than six or seven  
40 people who would want to do this van pool.  
41  
42 Ms. Sova said that's just it as this point--we don't know. It is a kicking off point and is a  
43 way to find out in a much more economical level than hiring Mears at over \$300,000 a  
44 year. We did get information from another company that was over \$200,000 a year.  
45 This is a much more economical way to get involved. The other thing is for most

1 employers this is door-to-door service and not bus stop to bus stop. Lynx will still be out  
2 there running the routes but this is the additional stop to stop.

3  
4 Deputy Mayor Duryea said let's say we decide to have a group. People get off the train  
5 and the volunteer drives them to work. He asked if it stayed there until nighttime.

6  
7 Ms. Miller said until they are ready to return. Because of the allowance of the program  
8 they could use that vehicle during the day for trips. There is an 80/20 rule so 80% of the  
9 mileage on that vehicle is used for the commute.

10  
11 Ms. Sova said sometimes these companies will work it out. These van pools get used  
12 sometimes for off-site parking where a company doesn't have enough parking and they  
13 rent parking somewhere else. For about an hour the driver will lap and pick up two or  
14 three loads of people and go back. Do that in the morning and again in the evening or  
15 trade drivers morning to evening. The companies manage to work it out amongst  
16 themselves to make it more than 15 passengers. Maybe in an hour they can do 60.

17  
18 Commissioner Lucarelli said she thought it was a great idea and was proud Lake Mary  
19 is on the cutting edge of it, leading the charge, and being a role model for the rest of the  
20 community. We have to take baby steps because nobody knows what's going to  
21 happen in the future with this. She asked who would track the statistics, the usage, the  
22 increase and where do we go from there.

23  
24 Mr. Tomerlin said the City would monitor the grant side of it. The City doesn't have to  
25 get into the details of who the driver is or insurance issues. He suspected people will be  
26 knocking on our doors and that will be a clear indication that we need to fund more than  
27 six van pools. The latent demand will come by itself.

28  
29 Ms. Miller said one of the requirements of this program is they do have to submit  
30 monthly ridership reports to Lynx. We discussed with the van pool manager about  
31 providing reports to Lake Mary.

32  
33 Commissioner Plank complimented Mr. Tomerlin for coming up with this and  
34 complimented the City Manager for hiring him. This is a trial program and put out to the  
35 businesses that way. He asked if there was a way to determine interest or lack of  
36 interest without our laying out a lot of money. He concurred with the other  
37 commissioners on that. He asked if they were going to limit the van to one per  
38 company or first come first serve.

39  
40 Mr. Tomerlin said that is a great question and is one of three things he wanted input on.  
41 He asked if we were going to limit it to one per employer, public versus private  
42 employers, and the payment process. He thought Lynx was very flexible on that.

43  
44 Commissioner Plank said if the position is a trial he would limit to one per company.  
45 You are making a payment directly to Lynx for your half so that is two payments coming  
46 into Lynx which is sometimes confusing even to the best of companies. If one doesn't

1 get there at the same time as the other he asked if we run the risk of someone saying  
2 that we did not pay on time.

3  
4 Mr. Tomerlin said staff has talked themselves in circles of how this payment process  
5 would work. We thought it would be easier to track if we paid Lynx directly. Lynx might  
6 want to explore an interlocal agreement if we end up paying them directly. There's the  
7 option of paying the employer directly and then having the employer cut the check for  
8 the lease payment to Lynx.

9  
10 Commissioner Plank said the other factor is if I was a company and you said you would  
11 let me participate in this but we don't trust you to accept our half is kind of insulting.

12  
13 Mayor Mealor said this is an economic tool that starts to differentiate us. Volusia County  
14 has already sold every one of their annual passes for SunRail. We hire a lot of  
15 millennials on International Parkway and are already talking about access. Most or  
16 some live south of where we are and will be coming north to go to work and it starts to  
17 create a different dynamic. This is a good discussion. We are not where we want to be  
18 yet. This is one of those things where we want to meet with staff and have them bring  
19 something back in April. This reminded him of discussions they had when they were  
20 trying to create a TOD. This project has required us to do some different things. If you  
21 look at how others are viewing Lake Mary right now, we have been very proactive. We  
22 have been collaborative with the County and FDOT and they have been very supportive  
23 of this initiative. He thought we have the opportunity to stack this for success. It will be  
24 up to the Commission as to what ultimate amount. It might be we want two or three  
25 vans for a particular employer where there may not be a demand in other places, but  
26 that is yet to be determined. This is an item we need to deal with further, maybe at our  
27 April 3<sup>rd</sup> meeting.

28  
29 Ms. Sova said once we have additional thoughts we could schedule a work session.

30  
31 Mayor Mealor said Family Fun Day is April 5<sup>th</sup>. We know there is probably going to be a  
32 lot of community interest based on the turnout in Winter Park. This might be an  
33 opportunity for us to do further marketing.

34  
35 Commissioner Brender said we should have this nailed down April 3<sup>rd</sup>. He asked if  
36 there was a possibility of getting these vans delivered by the time things kick up in May.

37  
38 Ms. Miller said she was referring to Adam Maul who is the Lynx Van Pool Program  
39 Manager and he is nodding yes.

40  
41 Commissioner Lucarelli said it would be awesome if they had a van on display at Family  
42 Fun Day.

43  
44 Adam Maul, Van Pool Program Manager for the Lynx Van Pool Program, 4894 Stone  
45 Acre Circle, St. Cloud, Florida, came forward.

1 Mayor Mealar said the logo was very nice and didn't know if it was actual or  
2 representative.  
3  
4 Mr. Maul said it is actual and there was a van outside.  
5  
6 Mayor Mealar said Commissioner Lucarelli is facilitating Family Fun Day on April 5<sup>th</sup> and  
7 we are going to have SunRail out there for demonstration and walk throughs. He asked  
8 if it would be possible to have a van out there also.  
9  
10 Mr. Maul said he didn't see it being an issue. We have had requests for other locations.  
11  
12 Mayor Mealar asked Mr. Tomerlin to reach out to each of the Commission individually,  
13 including Commissioner Plank. There are a lot of questions. While the challenges are  
14 there it is a great opportunity. We are going to do some different things and let's look at  
15 outcome.  
16  
17 Mr. Tomerlin said he thought we can have a press release shortly after the April 3<sup>rd</sup>  
18 meeting.  
19  
20 Commissioner Plank said one thing they need to decide is what are we going to do if  
21 the program is a huge success.  
22  
23 Mayor Mealar said that will be a good problem to have and looked forward to trying to  
24 problem solve that one.  
25  
26 Mayor Mealar thanked Ms. Miller and Mr. Maul for being present this evening. He said  
27 if they had information they thought would be helpful to please submit it to the City  
28 Manager and it will be distributed to the Commission.  
29  
30 There being no further business, the work session adjourned at 6:40 P.M.  
31

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held March 20, 2014,  
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake  
3 Mary, Florida.

4  
5  
6 I. Call to Order

7  
8 The meeting was called to order by Mayor David Mealor at 7:10 P.M.

9  
10 II. Moment of Silence

11  
12 III. Pledge of Allegiance

13  
14 IV. Roll Call

15  
16 Mayor David Mealor Jackie Sova, City Manager  
17 Commissioner Gary Brender Carol Foster, City Clerk  
18 Deputy Mayor George Duryea Dianne Holloway, Finance Director  
19 Commissioner Allan Plank – Via telephone John Omana, Community Dev. Dir.  
20 Commissioner Jo Ann Lucarelli Gary Schindler, City Planner  
21 Steve Noto, Senior Planner  
22 Tom Tomerlin, Economic Dev. Mgr.  
23 Bryan Nipe, Parks & Recreation Dir.  
24 Radley Williams, Recreation Chief  
25 Dave Dovan, Asst. Public Works Dir.  
26 Steve Bracknell, Police Chief  
27 Bruce Fleming, Code Enforcement Off.  
28 Craig Haun, Fire Chief  
29 Katy Reischmann, City Attorney  
30 Mary Campbell, Deputy City Clerk

31  
32 V. Approval of Minutes: February 20, 2014

33  
34 **Motion was made by Commissioner Lucarelli to approve the minutes of the**  
35 **February 20, 2014, meeting, seconded by Commissioner Brender and motion**  
36 **carried unanimously.**

37  
38 VI. Special Presentations

39  
40 A. Proclamation – North American Occupational Safety and Health (NAOSH)  
41 Week

42  
43 Ms. Reischmann read a proclamation proclaiming May 4 through May 10, 2014, as  
44 NAOSH Week and May 7, 2014, as Occupational Safety and Health Day.

45  
46 Mayor Mealor presented the proclamation to Cynthia Chandler.

1  
2 Cynthia Chandler said on behalf of the Central Florida Chapter of the American Society  
3 of Safety Engineers, we wish to applaud the City of Lake Mary for recognizing the  
4 importance of keeping everyone safe in the workplace and in other areas of the  
5 community.

6  
7 Mayor Meador said to show that this is not just a casual proclamation, he asked Ms.  
8 Sova to share with the audience the current City stats.

9  
10 Ms. Sova said our Public Works Department has worked more than one year, four  
11 months, and 20-something days with no off-time injuries.

12  
13 B. FY 2013 Comprehensive Annual Financial Report – McDirmit Davis &  
14 Company, LLC  
15

16 Ms. Holloway said this is that time of year where we present our financial statements to  
17 the Commission for the year ending 2013. She said Kelly Leary from McDirmit Davis,  
18 our external auditor, who is the Director of Governmental Services would share some  
19 highlights.

20  
21 Kelly Leary, audit partner with McDirmit Davis & Company, came forward. The City got  
22 the GFOA Certificate of Achievement for the 21<sup>st</sup> time. Every year it is submitted to the  
23 GFOA and for 21 consecutive years the City has received it. That's quite an  
24 accomplishment.

25  
26 Ms. Leary said the Independent Auditors Report in this document is unqualified and  
27 states your statements are fairly presented. Something new about the audit report this  
28 year is the people in charge have asked us to use highlighted sections and in the report  
29 we highlight the management's responsibility for this document, what the auditor's  
30 responsibility is, and also highlights some of the other required reports that government  
31 auditing standards require.

32  
33 Ms. Leary said the Commission should definitely read the Management Discussion and  
34 Analysis. It is a summary and compares 2013 to 2012. It has information on both the  
35 government-wide financials and the fund financials. The primary difference between  
36 those two is the government-wide financials include capital assets and debt whereas  
37 the fund financials include a cash in/cash out fund activity. There is also some  
38 information about your budget. Your primary operating fund, which is the General Fund,  
39 had revenues in excess of budget and expenditures less than budget both of which are  
40 positive goals to achieve. Some of the expenditures were higher this year. Revenue  
41 was consistent. It says in the Management Discussion and Analysis that you  
42 resurfaced over 43,000 square yards of asphalt road, had increases in public safety  
43 because you hired two new sworn officers and had an increase in contributions for  
44 police and fire pension plans. There are some highlights that talk about some of the  
45 primary capital events that went on during the year.

1 Ms. Leary said after the Management Discussion and Analysis are all the basic financial  
2 statements, the notes of the statement that describe everything that is in those  
3 financials, and then there is a statistical section that has information for the past ten  
4 years. That's a great place to look and see the trends that have gone on in the City for  
5 ten years.  
6

7 Ms. Leary said after the statistical section are other reports we are required to do like  
8 the Report Over Internal Controls and Compliance with Laws and Regulations. There is  
9 a report that the Auditor General requires and in that report we did note that the City did  
10 not have any recommendations from us for improving internal controls. The City has  
11 great internal controls already. The Finance Department is very well run. They  
12 provided everything we asked for during the audit. We had no disagreements with them  
13 about anything. The audit went well.  
14

15 **SIDE 1B**

16  
17 **Motion was made by Commissioner Brender to accept the audit report, seconded**  
18 **by Deputy Mayor Duryea and motion carried unanimously.**  
19

20 VII. Citizen Participation  
21

22 David Leavitt, 1000 Ridge Pointe Cove in unincorporated Seminole County, came  
23 forward. He stated he was with the Libertarian Party of Seminole County and the  
24 Libertarian Party of Florida. We adamantly oppose the \$631 million tax being imposed  
25 if the vote is passed on May 20<sup>th</sup> of which Lake Mary will be the benefactor of \$8-10  
26 million in total. He has been going to all the cities talking about the surtax and what it  
27 means to businesses and the community at large. It's not a good time to add another  
28 tax. It is never a good time to add a tax but it is time to tighten you belts a little bit. We  
29 survived without this extra surtax for a couple of years and we can continue to survive  
30 without it. It is an unfair burden on a lot of commercial taxpayers in the City and the  
31 County. Anybody paying commercial rent that commercial rent is going up. He said he  
32 ran several businesses in Seminole County and his rents would be going up because of  
33 this. If you lease equipment your lease is going to go up because commercial leases  
34 are subject to sales tax. It's not just a 1% added tax. The difference between 6% and  
35 7% is a 16.6% increase in the tax rate. It is \$631 million which will be the largest tax  
36 increase in Seminole County history if this passes. If this does pass maybe find some  
37 way that you can relieve the tax burden for the citizens of Lake Mary. That would go a  
38 long way. Just to make the gesture to look at the possibility of doing that would be  
39 decent.  
40

41 No one else came forward and citizen participation was closed.  
42

43 VIII. Unfinished Business  
44

45 There was no unfinished business at this time.  
46

1 IX. New Business

2  
3 A. Ordinance No. 1503 – Amending the Primera PUD to allow an event center at  
4 840 Currency Circle and providing for the Fifth Amended and Restated  
5 Developer’s Agreement; Miranda Fitzgerald, Esquire, applicant – First  
6 Reading (Public Hearing) (Gary Schindler, City Planner)  
7

8 The City Attorney read Ordinance No. 1503 by title only on first reading.  
9

10 Mr. Schindler said the proposed revisions fall into two categories. They are  
11 housekeeping issues such as stating the current balance of open space land available.  
12 There are a number of issues like that. There are the proposed revisions to the list of  
13 uses. In Section 2 it is listed so that it could facilitate the development of the Noah  
14 Events Center. He noted Ms. Fitzgerald was present and would address that in greater  
15 detail. Staff has reviewed the Fifth Amended and Restated Developer’s Agreement and  
16 finds it is in compliance with the City of Lake Mary Comprehensive Plan, Code of  
17 Ordinances, and Florida Statutes.  
18

19 Mr. Schindler said the Planning & Zoning Board at their regular February 25, 2014,  
20 meeting voted 5 – 0 to recommend approval of the proposed revisions.  
21

22 Commissioner Brender said in Section 2 it specifically states about retail sales  
23 establishments such as bakeries, hardware stores, florists, gift shops, drugstores,  
24 grocery stores, department stores, retail clothing stores. He asked if that was different  
25 language to what it was before.  
26

27 Mr. Schindler said we have always felt that the existing language would encompass a  
28 number of retail uses but not only those listed. It was felt we wanted to be more specific  
29 by adding the language of a grocery store. A grocery store is like a fast food restaurant;  
30 it is hard to describe but you know it when you see it.  
31

32 Commissioner Brender asked if they were tightening up or loosening up.  
33

34 Mr. Schindler said we are being more explicit. The only new language is grocery stores.  
35 Everything else is existing. We felt that grocery stores in one form or fashion would be  
36 acceptable in the appropriate section of the Primera PUD. This is being more explicit.  
37 Perhaps you have a restaurant with a retail section that sells wine and cheeses. There  
38 is no question then.  
39

40 Commissioner Brender asked how much total space was left for development.  
41

42 Ms. Schindler said we have a four-acre tract off Currency Circle, we have the tracts  
43 where Friday’s and Macaroni Grill were located, and there are some tracts farther  
44 towards Lake Mary Boulevard. He said he didn’t have a number tonight but could  
45 provide it.  
46

1 Commissioner Brender said he wasn't going to wake up one morning and see a mall  
2 going in.

3  
4 Mr. Schindler answered negatively. We don't have any tracts large enough for that.

5  
6 Commissioner Brender said most of the development towards Rinehart Road is already  
7 done.

8  
9 Mr. Schindler answered affirmatively.

10  
11 Deputy Mayor Duryea asked if something was coming up that precipitated this.

12  
13 Mr. Schindler said the Noah. He said Ms. Fitzgerald had a Power Point presentation  
14 that was shown at P&Z. It is a very exciting addition to the City.

15  
16 Miranda Fitzgerald, attorney with Drosdick, Doster, Kantor & Reed Law Firm, 215 North  
17 Eola Drive, Orlando, Florida, came forward representing Guggenheim Retail Real  
18 Estate Partners and they are the financial partner for the development we are going to  
19 talk about tonight. Preliminary to coming in with the site plan that we are expecting to  
20 file on Friday of this week or early next week, we will submit a site plan for the facility  
21 that we will show you tonight. We have met individually with each commissioner and  
22 briefed them. She said Ray Parker of Guggenheim was present and would walk them  
23 through the slides.

24  
25 Ms. Fitzgerald said we needed to clean up some things that time had changed. We  
26 wanted to bring it up to date. We had already approved in the existing PUD for some of  
27 the parcels language that said assembly halls with food service and catering facilities.  
28 The language did not apply to the parcel that Noah's and Guggenheim liked, so we  
29 wanted to add that language in the section that specifically dealt with Parcel 2A to make  
30 it a permitted use. She thought the intent was always there because that was a  
31 retail/office/hotel parcel. We added that. Going to Mr. Brender's question, we had  
32 inadvertently deleted grocery stores from the list of retail uses. That has been in the  
33 PUD from day one and when we did one of the amendments (probably the fourth  
34 amendment), all the sites were pretty well occupied and didn't think that would be a  
35 possibility. Since we are going through this now why not put in back in just in case.

36  
37 Ms. Fitzgerald said the site we are here to talk about is an events center. We are  
38 excited about it because it is in an area of the City that could use some help on the  
39 weekends. There are a number of hotels that could benefit from weekend business. It's  
40 not only weekday business for corporate events and meetings but we think it is going to  
41 generate some weekend business that the hotels can benefit from.

42  
43 Ray Parker of Guggenheim Retail Real Estate Partners, 3000 Internet Boulevard,  
44 Frisco, Texas, came forward. He said Guggenheim Retail Real Estate is a build to suit  
45 development arm of Guggenheim Partners. We have partnered with Noah's which is a  
46 fairly new concept. They are operating 10 to 11 facilities in Utah, Arizona and Texas.

1 He showed the current prototype on the overhead they planned to build in Lake Mary. It  
2 is a 10,300 S.F. event center. Noah's is very much a corporate partnership with  
3 corporate businesses in Primera and has very heavy use during the week by those  
4 corporate clients for holding business meetings and training. Weekend uses are for life  
5 events such as weddings and anniversaries. He showed a facility in Richardson, Texas  
6 with an outdoor patio with brick pavers. Two sides of the patio will have a brick wall to  
7 match the building. The end facing the water quality pond will be open with a decorative  
8 wrought iron fence. He showed a typical setup that can happen on the patio for a  
9 wedding. He showed the main hall that shows some of the things that can be done for  
10 decorating the ceiling. The ceiling is very high tech and has a retractable panel grid  
11 system that lowers down to allow for any type of decoration or ceiling treatment.  
12 Against the far wall is a stage that raises and lowers out of the floor. You can have it  
13 wide open for an event or set it up for corporate training with tables. It takes about ten  
14 minutes for it to fully extend. He showed some of the setups in the main hall.

15  
16 Mr. Parker emphasized it is a high quality, high finish building with all hardwood  
17 moulding and walnut flooring. Noah's product is the building and is what they sell and  
18 no expense is spared in making the building attractive. It is long lasting and will be a  
19 valued part of the community for years to come. Panels on the walls are sound panels.  
20 Everything is designed to plug and play. If you walk in with a Mac or Windows based  
21 equipment you just plug it in. It has all state-of-the-art audio/visual equipment. He  
22 showed a setup for a corporate board meeting. This table will disappear into the floor  
23 and in 15 minutes you can change the setup for a reception area. He showed the  
24 groom's room. There is a retractable video screen and high definition projector system.  
25 There is a small conference room for corporate meetings.

26  
27 Mr. Parker said we picked an area like Primera because of the heavy business  
28 concentration. For a mature center of one year or so, anywhere from 52-56% of  
29 business will be corporate users during the week. A mature center will typically have  
30 functions on Saturdays 44 – 48 weeks out of the year. Fridays will be used 36 to 42  
31 weeks out of the year. The highest attended events are on the weekends when most  
32 businesses are dark and when the hotels are at their lowest occupancy. Noah's on-site  
33 staff works well with business users and local hotels and marketing. When they attend  
34 all the shows that they can market they will be marketing Lake Mary for you as well.

35  
36 Mayor Mealor asked if anyone would like to speak in reference to Ordinance 1503.

37  
38 Allen Berstein, Stratford Court, came forward. He asked how this would affect the  
39 revenue stream for the Events Center and would it create any undue hardship for the  
40 citizens because you would be splitting the revenue stream.

41  
42 Ms. Sova said she believed the financial model that this center will operate under will be  
43 different from ours. Our building is slightly larger and our fee structure will be lower.  
44 She believed the City's business base would stay stable.

45  
46 No one else came forward and the public hearing was closed.

1  
2 **Motion was made by Commissioner Brender to approve Ordinance No. 1503 on**  
3 **first reading, seconded by Commissioner Lucarelli and motion carried by roll-call**  
4 **vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner**  
5 **Plank, Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**  
6

7 B. Ordinance No. 1504 – Amending Chapter 92 of the Code of Ordinances to  
8 establish fees for Summer Camp – First Reading (Public Hearing) (Radley  
9 Williams, Recreation Chief)  
10

11 The City Attorney read Ordinance No. 1504 by title only on first reading.  
12

13 Radley Williams, Recreation Chief, came forward. He said with the new Community  
14 Center scheduled to open this spring, staff is in the process of planning the return of the  
15 summer camp program that has been off line for six years. To better identify the current  
16 market rate for summer camps, staff conducted an analysis of surrounding cities. Fees  
17 charged for summer camps are identified and a chart has been provided summarizing  
18 those findings.  
19

20 Mr. Williams said the fee calls for the camp to run in four 2-week sessions and one 1-  
21 week session for a total of nine weeks. The camps will be inclusive to include three  
22 field trips per week to include the splash pad once a week. City residents will receive a  
23 20% discount on camp fees. The proposed fees were developed based on market  
24 analysis, refreshments, staffing, trips and materials. Full direct cost recovery is  
25 anticipated.  
26

27 Commissioner Plank thought it was a great deal for the families.  
28

29 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1504. No  
30 one came forward and the public hearing was closed.  
31

32 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1504 on**  
33 **first reading, seconded by Commissioner Brender.**  
34

35 Commissioner Brender said he was looking at the other cities. He asked how this  
36 compared to six or seven years ago.  
37

38 Mr. Williams said he believed six years ago the fees were around \$80 a week but could  
39 double check on that.  
40

41 Commissioner Brender said Altamonte Springs has a nine-week program and is \$330.  
42

43 Mr. Williams explained that none of their field trips were included. That is nine weeks of  
44 staying at the camp facility. Field trips are added on as an additional cost.  
45

1 Commissioner Brender said he would be interested to see how we do with it and we can  
2 always come back and tweak it.

3  
4 **Motion carried by roll-call vote: Deputy Mayor Duryea, Yes; Commissioner Plank,**  
5 **Yes; Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Mayor Meador,**  
6 **Yes.**

7  
8 C. Resolution No. 933 – Approval of an Interlocal Agreement between Seminole  
9 County and the City for SunRail Station Maintenance (Steve Noto, Senior  
10 Planner)

11  
12 The City Attorney read Resolution No. 933 by title only.

13  
14 Mr. Noto said this is to formalize and clarify an existing conceptual agreement the City  
15 entered into with the County in 2010. With SunRail starting service at the end of April,  
16 the County has been working with us on specific items the City will be responsible for  
17 when it comes to day-to-day operation maintenance of the SunRail Station. In 2010 we  
18 had a brief five item list we agreed upon with the County having to do with trash pickup,  
19 landscape maintenance, and things of that nature. At that time it was understood that  
20 prior to SunRail operating we would come up with a more formal agreement with an  
21 interlocal and is what is before the Commission this evening. Via Resolution No. 933  
22 there is additional clarity given as to what it means to maintain the landscaping and  
23 irrigation on the property and what type of landscape replacement would be required. If  
24 approved this evening it would go back to the County for approval by the Board of  
25 County Commissioners. Staff recommends approval of Resolution No. 933.

26  
27 **Motion was made by Commissioner Lucarelli to approve Resolution No. 933,**  
28 **seconded by Commissioner Brender and motion carried unanimously.**

29  
30 D. Approval of Interlocal Agreement between Seminole County, the School  
31 Board of Seminole County, and cities pertaining to the shared distribution and  
32 use of the One Cent Local Government Infrastructure Surtax (Jackie Sova,  
33 City Manager)

34  
35 Ms. Sova said on February 11<sup>th</sup>, the Seminole County Board of County Commissioners  
36 passed an ordinance to impose a one-cent infrastructure sales surtax upon taxable  
37 transactions occurring in Seminole County preparing for a referendum on May 20, 2014.  
38 The attached interlocal agreement provides for distribution of these revenues. The City  
39 would spend those monies on the widening of Rinehart Road, the development of the  
40 stair step parks stormwater facilities and various roadway paving projects. The total is  
41 \$8,280,000 which is the estimated revenue from the tax. We have a larger list but  
42 narrowed it down to what the tax would cover. She requested the Commission  
43 authorize the mayor to execute the interlocal agreement.

44  
45 **Motion was made by Commissioner Brender to authorize the Mayor to execute**  
46 **the interlocal agreement between Seminole County, the School Board of**

1 **Seminole County, and cities pertaining to the shared distribution and use of the**  
2 **One-Cent Local Government Infrastructure Surtax, seconded by Commissioner**  
3 **Lucarelli.**

4  
5 Deputy Mayor Duryea said he was against this tax for the simple reason it takes away  
6 all innovation. It says we can't do what we are supposed to be doing so let's go back to  
7 the well for more money. It is poor planning.

8  
9 Commissioner Lucarelli said she thought Lake Mary had done darn good planning.

10  
11 Commissioner Brender said one of the things that came up at the Council of Local  
12 Governments is we have used the surtax for 20 years and a lot of the bridges and roads  
13 we travel on are a result of that. Once you own it and build it you have to maintain it. A  
14 lot of this goes towards that as well. We will be widening Rinehart and making Lake  
15 Mary Boulevard intersection improvements so we are in a position where we built it and  
16 we have to maintain it. Over the last 20 years few people could argue that the money  
17 raised over that time has gone for some good causes. He said he would hate to think  
18 what the status of the roadway system in Seminole County would be had we not had  
19 this--not only the roads but sidewalk, trail, and pedestrian bridge systems. He takes  
20 comments that the pedestrian overpass is not used by many people but we are not  
21 building this for today and tomorrow but years from now and we have to maintain what  
22 we build. He looked at this as a continuation. He agreed with Deputy Mayor Duryea  
23 that we are going back to the well. We will know on May 20th when it is voted on. A lot  
24 of people want this level of service and if they don't then they will vote against it. It  
25 won't be the death of Lake Mary or Seminole County but you might start missing some  
26 things over the next ten years that this would have provided for.

27  
28 Commissioner Lucarelli clarified this is not a vote for the tax. The voters get to vote for  
29 that. This is if it does pass we get our share so we can use it in Lake Mary for our road  
30 system or whatever we need it for. We are not saying we support the tax or no we  
31 don't. This is saying if it does pass by referendum this is what we are using it for.

32  
33 **Motion carried by roll-call vote: Commissioner Plank, Yes; Commissioner**  
34 **Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea, No; Mayor**  
35 **Mealor, Yes.**

- 36  
37 E. Request by Code Enforcement Board for the Commission to direct staff to  
38 enter property at 565 Webster Street and remedy the public health and safety  
39 violation (Bruce Fleming, Code Enforcement Officer)

40  
41 Bruce Fleming, Senior Code Enforcement Officer, came forward. This matter came  
42 before the Code Enforcement Board on January 21, 2014, after several months of back  
43 and forth of letters, notifications and postings of the property. At issue was a general  
44 condition of lawn. This was initiated by complaints of the neighbors. There are  
45 neighbors here tonight that may want to speak to this issue as well as a descendent of  
46 the owner of this property.

1  
2 Mr. Fleming said on January 21, 2014, the Lake Mary Code Enforcement Board  
3 received evidence, stipulations and arguments as it relates to the condition of this  
4 property. He showed a photograph depicting the condition of the front yard at that time.  
5 The yard was un-manicured and not well kept. He showed a photo of the backyard.  
6 The Board found that this property was in violation of the Lake Mary Property  
7 Maintenance Code and made a recommendation to the City Commission to go into this  
8 property and remedy the violations. The testimony was that the residents were  
9 constantly bombarded with snakes, rodents and things of that nature. More importantly  
10 the concern was about the trees.

11  
12 Mr. Fleming showed a video presentation completed today of the current condition of  
13 the property.

14  
15 Deputy Mayor Duryea asked if this property was occupied.

16  
17 Mayor Meador answered negatively.

18  
19 Mr. Fleming noted they did cut the grass after the hearing and piled the debris in the  
20 front yard. One of the issues before the Code Enforcement Board on January 21<sup>st</sup> was  
21 a couple of dead trees that are starting to lean and there is a grave danger that they  
22 may collapse on the neighbor's house. When that happens if the neighbors are there it  
23 runs a grave risk of bodily injury and if they are not there substantial property damage.  
24 He showed video shot from the neighbor's yard at 575 Webster Street showing the  
25 trees that are leaning and if there is a storm could fall on the neighbor's house. He  
26 showed the condition of the backyard.

27  
28 **SIDE 2A**

29  
30 Commissioner Brender asked if this property had been foreclosed on.

31  
32 Mr. Fleming said he could find no evidence that there is a mortgage on this property and  
33 thought it was owned outright.

34  
35 Mr. Fleming said the owner of the property, Mr. Jasmin, is an invalid and is in an  
36 assisted living facility in Miami. The State of Florida has taken over and invoked a  
37 guardianship for his property maintenance and well-being and all the other things  
38 associated with Mr. Jasmin. He has been there for a number of years. He is a retired  
39 railroad worker. He is currently going through dementia and is unable to walk or speak.  
40 He said during his investigation of this property he had the occasion to come in contact  
41 with his oldest daughter who does not live in Lake Mary. She had no knowledge of the  
42 circumstances surrounding the property, had no knowledge of the code enforcement  
43 issues because his notices were being sent to the guardianship in Miami. Once the  
44 daughter became aware of the circumstances, she started to do things to get the  
45 property in good condition. This was taken back to the Code Enforcement Board last  
46 Tuesday for a Compliance Hearing. The Board had ordered that this property be

1 brought into compliance within 21 days of the hearing of January 21<sup>st</sup>. At the  
2 Compliance Hearing the Board determined that the property was not in compliance with  
3 the order that was given, however, the Board elected to table the matter because the  
4 daughter of the owner told her story. He noted she was present tonight.

5  
6 Mayor Meador said he had visited the site. This is a request for staff to go onto the  
7 property and correct the health and safety issues. He asked the eldest daughter or a  
8 spokesperson of the owner to come forward.

9  
10 Daphne Ncozana, daughter of Jacques Jasmin, Sr., came forward. She said this was  
11 her father's home and she lived there as a child. She has her own family with three kids  
12 and was the legal guardian of her disabled sister because her mother passed away two  
13 years ago. During the time her mother lived there she was very ill with anemia and had  
14 a heart attack. Ms. Ncozana said at that time she was pregnant and moved into her  
15 own home with her husband and three children. When her mother passed she took  
16 over as guardian of her sister. The reason her sister was taken out of the home was  
17 because Ms. Ncozana had her own home and her sister couldn't take care of herself.  
18 During this time we have come back and forth to check on the house to make sure it  
19 hadn't been vandalized. Last year she found out her father was in Miami. She said she  
20 has had no contact with him in over 20+ years. She found out he was under the  
21 guardianship program of Miami-Dade County. She has tried to keep in contact with  
22 them but they have not returned her calls. She is in the process of retaining  
23 guardianship over her father.

24  
25 Ms. Ncozana said in speaking with Mr. Fleming she found out that they have been  
26 receiving certified letters since last year and have not done anything about the property.  
27 She has called them and left messages concerning the home but they have not  
28 returned her calls.

29  
30 Ms. Ncozana said she had two-year-old twins and a nine-year-old son, all of which were  
31 premature births and all have disabilities so she takes care of all four of them. Last year  
32 her husband decided to leave the family and abandoned them. She was not working at  
33 the time and at this time is unable to pay for the home she was renting in Casselberry.  
34 That is when she decided to move back to the home. Because her sister didn't have to  
35 leave the home her sister agreed she could go back home. She was able to meet one  
36 of her neighbors and he told her code enforcement had been called. Since then she  
37 has employed different people and has been in contact with volunteer programs and  
38 they are to come this weekend or next weekend to clear out the debris in the backyard  
39 and front yard. Her neighbor has helped her with cutting grass and pressure washing  
40 the sidewalk, driveway and the house. She has been in correspondence with Mr.  
41 Fleming keeping him up to date on what she is doing and what she plans to do. She  
42 would like to show good faith. Some of her neighbors are here and have known her  
43 since she was 14. It's unfortunate this situation going on but planned to take time and  
44 effort to make things better and get in goodwill with you guys. She apologized for the  
45 situation. Her father has dementia and has no knowledge and is unable to speak. She

1 said she was doing the best she could with her children to make sure her children have  
2 a roof over their heads in the next month or so.

3  
4 Mayor Mealor said the situation that you find yourself in is that you are dependent on  
5 volunteers' assistance to help clean the area up. He asked if that was correct.

6  
7 Ms. Ncozana said she was able to do it herself but was also getting assistance from a  
8 volunteer program which is about 15 churches that will come out this weekend. They  
9 were waiting on a dumpster and have one now that will be placed the end of this week.  
10 They will come and clear out the debris. She is in the process of taking legal  
11 guardianship of her father and later have the title transferred to her name.

12  
13 Mayor Mealor said one of the neighbors assisted the family in keeping the property  
14 somewhat maintained but was directed by someone representing your father or the  
15 estate to get off and never to come back. He asked the status of that.

16  
17 Ms. Ncozana said she spoke to one person there and the person she needed to speak  
18 to was Angel Velgotto and he has not returned any of her calls. The people that were  
19 there to cut the trees were people sent out by the guardianship and were there drinking  
20 and left beer cans on the lawn. They also asked a neighbor to borrow tools so they  
21 were unprepared.

22  
23 Mayor Mealor said you have to realize there are a number of issues and one is private  
24 property rights. Every person sitting up here raised our right hand and took an oath that  
25 nothing is more important to this community than the health and welfare of our citizens  
26 and we will not allow that to be compromised.

27  
28 Mayor Mealor said it was mentioned that some of the neighbors may want to speak.

29  
30 Mr. Fleming said there were a couple of neighbors present that indicated to him they  
31 would like to voice their views on the circumstances. He wanted the Commission to be  
32 aware that the volunteer group Daphne spoke about was the Senior Intervention Group  
33 that is affiliated somewhat with the police department.

34  
35 Lloyd Knight, 555 Webster Street, came forward. He said he had been trying to clean  
36 the place and had been mowing the lawn for the last six to eight months. He started  
37 some of the tree work and is why some of the debris was in the front yard. He has  
38 pressure cleaned the house, got debris off the roof, removed some garbage but could  
39 only do so much and is only one person. He did that to try to prevent the eyesore. As  
40 far as the tree work and his capabilities he was not an arborist and didn't want to violate  
41 any of Lake Mary's laws. He said he was limited as to what he can do but would do  
42 what he could to help Daphne and the neighborhood so the neighborhood is in good  
43 standing and we don't have these eyesores taking over the neighborhood.

44  
45 Mike Cothorn, 575 Webster Street, came forward. He said back in January he started a  
46 project in his yard just cleaning it up and went to the left side of his property as you're

1 facing it and the vines had come out of the trees, were coming across, up on the house  
2 and all over the roof. He said Lloyd (Knight) got some debris off the roof from these  
3 vines. The biggest problem here is the potato vine that has taken over the backyard.  
4 Some of the things in the pictures going across were huge vines. They were stretched  
5 all over the trees and are killing all the plants and trees back there. In the process of  
6 cleaning this, the gentleman that takes care of his yard mentioned that he saw some  
7 issues with his row of hedges that runs along the fence. He decided to take on that  
8 chore and get those vines out of there. Four hours later he had finished. These vines  
9 had worked into his fence and around and spent hours cutting and pulling them out of  
10 the shrubs and all. That was the first time he realized how bad the situation is back  
11 there. This is when he found the two trees. One isn't a threat to his property but one is  
12 and it's dead. He said Daphne was a precious lady and so is her children but there is  
13 no way anybody can do this in one weekend. Just the project alone in the back yard is  
14 going to take somebody that's a professional and knows what they are doing. You can't  
15 have just anybody cutting these trees down. As he started the process of pulling the  
16 vines down one of the limbs out of that particular tree snapped off and struck him in the  
17 head but no serious injury. That is when he realized this tree was dead. In the middle  
18 of the backyard there is a tree with probably 15 feet of it left. It's broke off at the bottom,  
19 it's broke off at the top. This huge chunk of wood is being held up by these vines. It's  
20 just a bad situation.

21  
22 Mr. Cothorn said Mr. Fleming mentioned the rats and he and Lloyd both have seen  
23 those. The day he was cleaning he saw three large rats back there. The neighbors  
24 aren't upset with Daphne. We just want the property cleaned up. When he was at the  
25 Board meeting on January 21<sup>st</sup> our concern is getting the property cleaned up, have it  
26 look decent, and have somebody move in that's going to take care of the property and  
27 keep it beautiful. We are just addressing the outside of the property but the inside is in  
28 bad shape also. We want the property cleaned up and looking good. His concern is he  
29 wanted to get that tree taken care of before he has it in his bedroom.

30  
31 Mayor Meador said the home is an absolute outlier and is not in keeping with the  
32 surrounding community. Our issue is to address the concerns that were brought to us  
33 from the Code Enforcement Board. We will see if we can problem solve in a manner  
34 that is fair to Daphne and the community.

35  
36 Commissioner Brender asked Daphne if she had a plan on when she could move back  
37 into the property.

38  
39 Ms. Ncozana said by April 1<sup>st</sup>.

40  
41 Commissioner Brender asked Daphne if she was hoping to have the inside and the  
42 outside of the property habitable by April 1<sup>st</sup>.

43  
44 Ms. Ncozana answered affirmatively.

45

1 Mayor Mealor said the request before us is to allow our City staff go onto that property  
2 and get it cleaned up and make it safe for the surrounding residents. If we can  
3 accomplish that then you will see there is this wonderful support network to help  
4 maintain and stay on top of it. He has some real reservations and concerns. He said  
5 he does volunteer work and maintains family properties and it can't be done in the  
6 timeframe that you are asking to be in that home by. It was his opinion it can't be done.  
7 If there are costs associated with it, it's not going to be money out of your pocket but  
8 would ride with the home. Once that changes in status then that rides with the property.  
9 That is a fairer way to do it under the circumstances and the safer way because the City  
10 would have to assume the liability and responsibility.

11  
12 Deputy Mayor Duryea said he would be in favor of giving until April 15<sup>th</sup> and if it's not  
13 taken care of we will do it. He believed the lady is sincere and wants to do it. He didn't  
14 know if she could but thought they should give her another chance to do it.

15  
16 Commissioner Brender said it seems we have some overlapping. We have the Senior  
17 Intervention Group saying they are coming this weekend and the City saying we are  
18 coming this weekend. We need to coordinate who is going first and what is going to  
19 happen. Maybe the City will go in first. We will put a lien on the property for whatever  
20 work is done. The Senior Intervention Group can come in and try to do some  
21 restoration of the finer points.

22  
23 Mr. Fleming said Chapter 91.75 of the Code of Ordinances gives the authority for the  
24 City to go onto properties that create a serious health hazard. His vision would be to  
25 get the immediate threats of the tree falling on the neighbor's house and the other  
26 things occurring in the yard then the volunteers would be free to deal with the interior of  
27 the house. We don't bring City staff in to do the actual work. We have contractors that  
28 do that kind of thing for us. We then put the liens against the property.

29  
30 Mr. Knight said it would be a better idea to have Lake Mary go in and revive the exterior.  
31 You are going to make the residents feel better about the community. It is a  
32 monumental task. She is already being fined \$250 a day and is still being accumulated.  
33 If you weigh the financials of \$250 a day and she doesn't get it done all the way up until  
34 whenever it gets done versus you going in there and spending three to seven grand, it  
35 makes better sense for you to go in and do it.

36  
37 Mayor Mealor said he concurred but was only one voice.

38  
39 Commissioner Plank said he wished there was another alternative but thought we  
40 needed to go in and bring it up to speed.

41  
42 Ms. Reischmann asked the Commission to reiterate the finding of the Code Board  
43 which was a finding of serious threat to health, safety and welfare. The only way we  
44 can go on private property is to correct a serious threat to health, safety and welfare.  
45 It's not to go in there and create any kind of manicured lawn or fix it up to make the  
46 house beautiful. It is just to correct the serious threat part of it; otherwise, we are

1 creating some liability. She asked that the motion be to find the serious threat, adopt  
2 the recommendation of the Code Board and request that the City take action to remedy  
3 the serious threat.

4  
5 **Motion was made by Commissioner Lucarelli that we find this property in code**  
6 **violation constituting a serious threat to the public health, safety and welfare of**  
7 **the community and authorize the City to go in with appropriate contractors and**  
8 **clean out the exterior and take care of the serious threat, and accept the**  
9 **recommendation of the Code Enforcement Board. Seconded by Commissioner**  
10 **Brender.**

11  
12 Commissioner Brender said we will come back and discuss the fine. He asked the  
13 timeline.

14  
15 Mr. Fleming said the Code Enforcement Board tabled the matter with this  
16 recommendation. At the May meeting they will ascertain whether or not the order has  
17 been complied with and will work with the owner on that fine. They may do away with  
18 the fine or reduce it. Our lien for the maintenance will remain. To get the contractors  
19 out to take a look at it, put in the bids, double check to make sure they are authorized to  
20 do work for us, make sure the paperwork is in order will take about two weeks.

21  
22 Commissioner Brender asked who would oversee the contractors.

23  
24 Mr. Fleming said Code Enforcement is responsible for the contractors.

25  
26 **Motion carried unanimously.**

27  
28 X. Other Items for Commission Action

29  
30 There were no items to discuss at this time.

31  
32 XI. Reports

33  
34 A. City Manager

35  
36 1. Expenditures from Law Enforcement Trust Fund Donations

37  
38 Ms. Sova said this is a request for our annual expenditures from the Law Enforcement  
39 Trust Fund for donations: \$1,000 each to Lake Mary High School and Seminole High  
40 School for Drug/Alcohol Free Project Graduation, Seniors Intervention Group, The  
41 Grove Counseling Center, Kids House of Seminole, J. Douglas Williams YMCA Family  
42 Center, MADD-Central Florida Affiliate, SafeHouse of Seminole, and Central Florida  
43 CRIMELINE Program. She said the latter organizations sponsor programs that aid law  
44 enforcement agencies in Seminole County by reaching out to the community.

1 Ms. Sova said we are requesting \$500 donations to Boys Town, Girl Scouts of Citrus,  
2 Central Florida Council-Boy Scouts of America, Ali's Hope Foundation via the Christian  
3 Sharing Center, Lyman High School ROTC Program, and Harbor House which is a new  
4 one this year for a total expenditure of \$12,000.

5  
6 **Motion was made by Commissioner Lucarelli to authorize expenditures from the**  
7 **Law Enforcement Trust Fund for donations as outlined in staff report in an**  
8 **amount not to exceed \$12,000, seconded by Commissioner Brender.**

9  
10 Commissioner Brender asked what we are doing with Lyman High School ROTC and  
11 why.

12  
13 Chief Bracknell said the ROTC assists the City with our Lake Mary-Heathrow Festival of  
14 the Arts.

15  
16 **Motion carried unanimously.**

- 17  
18 2. Expenditures from Law Enforcement Trust Fund for S.W.A.T. helmets and Honor  
19 Guard equipment

20  
21 Ms. Sova said this is a request for expenditures from the Law Enforcement Trust Fund  
22 for S.W.A.T. helmets and Honor Guard equipment. The police department would like  
23 to replace 15 ballistic helmets to include night vision helmet mounting kits for a total of  
24 \$6,865.00. Also to buy the Honor Guards new uniforms and equipment including  
25 jackets. The cost of the uniforms to outfit eight members of the team, including their  
26 dress jackets and equipment, would be \$8,342.56 for a total recommended expenditure  
27 of \$15,207.56.

28  
29 **Motion was made by Commissioner Lucarelli to authorize expenditures from the**  
30 **Law Enforcement Trust Fund in an amount not to exceed \$15,207.56 for the**  
31 **purchase of 15 S.W.A.T. ballistic helmets (\$6,865.00) and 8 Honor Guard uniforms**  
32 **and equipment (\$8,342.56). Seconded by Commissioner Plank and motion**  
33 **carried unanimously.**

- 34  
35 3. Surplus of outdated/non-functioning police equipment

36  
37 Ms. Sova said this is a request to surplus outdated and non-functioning police  
38 equipment. There are three printers, quite a few radar units along with racks,  
39 chargers, light adapters, batteries and recording/surveillance equipment. The serial  
40 numbers are listed in the staff report. She requested the Commission declare all of the  
41 items listed surplus and authorize her to dispose of.

42  
43 **Motion was made by Commissioner Brender to declare equipment listed in staff**  
44 **report surplus and authorize the City Manager to dispose of, seconded by**  
45 **Commissioner Lucarelli and motion carried unanimously.**

1 Ms. Sova said there was a 10-inch water main break this morning on Longwood-Lake  
2 Mary Road. That has been repaired and the road will be repaired by tomorrow evening.  
3 There are some road diversions of one lane of traffic today and tomorrow until it is  
4 completed.

5  
6 Ms. Sova said the Fifth Annual Family Fun Day will be in downtown Lake Mary on  
7 Saturday, April 5<sup>th</sup>, from 10:00 A.M. to 3:00 P.M. There will be entertainment, kids'  
8 activities, public safety demonstrations and more. SunRail will be offering free tours  
9 inside the train and on the platform to provide a community preview between 11:00 A.M.  
10 and 1:00 P.M. There will be 300 parking spaces available.

11  
12 Ms. Sova said the Be A Trailblazer 5K with a beautiful route through downtown Lake  
13 Mary will be held April 25<sup>th</sup> at 7:30 A.M. beginning at City Hall. You can register online  
14 at [www.FinalMileRaceManagement.com](http://www.FinalMileRaceManagement.com). The entry fee if paid by March 30<sup>th</sup> is \$20,  
15 between March 31<sup>st</sup> and April 20<sup>th</sup> the fee is \$25, and after that is \$30. The proceeds  
16 benefit Sports 4 the Kids and Seminole County Friends of Abused Children.

17  
18 Ms. Sova said the "Collections" exhibit featuring antique jewelry, photography, Renton  
19 glassware and more continues at the Lake Mary Museum through April 12<sup>th</sup>. The  
20 museum, located at 158 North Country Club Road, is open Tuesdays from 10:00 A.M.  
21 to 3:00 P.M.; Wednesdays and Thursdays from noon to 8:00 P.M.; Saturdays from  
22 10:00 A.M. to 3:00 P.M.; or by appointment by calling 407-585-1481.

23  
24 Ms. Sova said the splash pad is open this week for spring break from 10:00 A.M to 6:00  
25 P.M. Beginning March 29<sup>th</sup> it will be open on weekends.

26  
27 Ms. Sova said we are beginning planning for the Board Appreciation Dinner scheduled  
28 to be held June 11<sup>th</sup> at the Events Center.

29  
30 Mayor Meador said regarding the Trailblazer 5K Run Coach Stan Van Gundy will be  
31 there and play a key role.

32  
33 B. Mayor

34  
35 Mayor Meador had no report at this time.

36  
37 C. City Commission (4)

38  
39 Commissioner Lucarelli said next Thursday at the Heathrow Country Club she will be  
40 inducted officially into the Lake Mary Rotary.

41  
42 Commissioner Lucarelli said we have a Taste of Lake Mary coming up the 31<sup>st</sup> of March  
43 and then the Rescue Run following that.

44  
45 Commissioner Brender said the next CALNO meeting would be held in Longwood the  
46 first Wednesday in April.

1  
2 Deputy Mayor Duryea expressed wishes for Commissioner Plank's speedy recovery.

3  
4 Commissioner Plank had no report at this time. He thanked the City Manager for  
5 finding the legal precedent for allowing him to participate tonight.

6  
7 D. City Attorney

8  
9 Ms. Reischmann said Senate Bill 718 is requiring the agendas include specific  
10 descriptions of every matter being voted on and you can't vote on anything except what  
11 is specifically on the agenda.

12  
13 Ms. Reischmann said Senate Bill 458 mandates a repeal of rules and ordinances  
14 related to knives and weapons with the same kind of penalties as if we don't repeal  
15 them with the guns.

16  
17 Ms. Reischmann said some cities have raised the issue of backyard gun ranges. Some  
18 are appealing to the Legislature to make a change to the law so those can be regulated.

19  
20 XII. Adjournment

21  
22 There being no further business, the meeting adjourned at 8:40 P.M.

23  
24  
25  
26  
27 \_\_\_\_\_  
28 David J. Meador, Mayor

29  
30  
31  
32  
33  
34  
35  
36 \_\_\_\_\_  
Mary Campbell, Deputy City Clerk

31 ATTEST:  
32  
33  
34  
35  
36 \_\_\_\_\_  
Carol A. Foster, City Clerk



## LAKE MARY POLICE DEPARTMENT

### MEMORANDUM

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### **MEMORANDUM**

April 3, 2014

TO: Mayor David Meador and City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Bracknell, Chief of Police

SUBJECT: Telecommunications Week Proclamation

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is 9-1-1. The local and county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

The City of Lake Mary Police Communications Center is celebrating the second full week of April (April 13-19, 2014) as National Public Safety Telecommunications Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. I am enlisting your support in the form of a Proclamation to honor these men and women in our City for the work that they do every day to protect the citizens of Lake Mary, Seminole County, Florida.

The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. I am confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Lake Mary, Seminole County, Florida citizens. I have enclosed a Proclamation for your signature.



Lake Mary, Florida  
Office of the Mayor  
Proclamation

- Whereas,* emergencies can occur at any time that require police services and when they occur, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- Whereas,* the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone our police communications center; and
- Whereas,* Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and
- Whereas,* Public Safety Telecommunicators are the single vital link for our police officers by monitoring their activities by radio, providing them information and insuring their safety; and
- Whereas,* Lake Mary Police Emergency Communications Operators have contributed substantially to the apprehension of criminals; and
- Whereas,* each Emergency Communications Operator has exhibited compassion, understanding and professionalism in the performance of their job this past year.

***NOW, THEREFORE,*** through the authority vested in me as Mayor of the City of Lake Mary, Florida, I, David J. Mealor, do hereby proclaim April 13, 2014, through April 19, 2014, as:

**"NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK"**

in the City of Lake Mary in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Duly proclaimed this 3<sup>rd</sup> day of April, A.D., 2014.

CITY OF LAKE MARY, FLORIDA

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





## MEMORANDUM

DATE: April 3, 2014

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1503 - Amending the Primera PUD and providing for the Fifth Amended and Restated Developer's Agreement; Miranda Fitzgerald, Esquire, applicant - Second Reading (Public Hearing) (Gary Schindler, City Planner)

**REFERENCE:** City Code of Ordinances and Comprehensive Plan, Fourth Amended and Restated Primera PUD Developer's Agreement. Florida State Statutes

### **DISCUSSION:**

**Location:** The Primera PUD is located on the west side of Rinehart Road, north of Lake Mary Boulevard, and east of I-4.

**Background:** The Primera PUD was originally approved on February 1, 1990 as Ordinance No. 478, with subsequent amendments thereto. This proposal modifies the permissible uses within the Primera PUD and updates governing language as shown in the following section.



## Changes to the PUD

The proposed substantive changes to the PUD are as follows:

### ~~FOURTH~~FIFTH AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THIS ~~FOURTH~~FIFTH AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2006~~2014, among the City of Lake Mary, a municipal corporation formed and existing under the laws of the State of Florida, hereinafter referred to as the "City," and Crescent Resources, LLC, whose address is ~~300 Primera Boulevard, Suite 140~~20 N. Orange Avenue, Lake Mary~~Orlando~~, Florida ~~32746~~32801 hereinafter referred to as "Developer", and the Primera Owner's Association Inc., whose address is Post Office Box 17513, Raleigh, North Carolina 27619, hereinafter referred to as the "Association".

\*\*\*

#### Section 2 - Permitted Uses.

Office (Tracts 3, 5C, 6, 7, & 8) –

Section (n) is proposed to read, "Assembly halls with food service and/or catering facilities".

\*\*\*

Retail/Office/Hotel (Tracts 1A, 2A, 2B, 2D & 2E) –

(e) Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, drug stores (including drive-thru facilities on Parcel 2A only), grocery stores, department stores, retail clothing establishments, and other similar businesses except for the sale of second hand merchandise and outside sales.

\*\*\*

(n) Assembly halls with food service and/or catering facilities. (Add new use (n) as shown.)

(n) – (q) become (o) – (r), as shown

\*\*\*

#### Section 16 - Future Development.

\*\*\*

(d) Open Space. \*\*\* The Open Space Bank contains 35.3 acres, of which ~~44.54~~15.12 acres have been committed to developed tracts, leaving a balance of ~~20.76~~18 available for future use. \*\*\*

Section 20 – Emergency Access Rights to Primera Boulevard. ~~Within fifteen (15) days following the expiration of all appeal periods after approval of the Primera DRI/PUD Amendments submitted by the Original Developer on December 23, 2004, with no appeal being filed, or within fifteen (15) days following the final conclusion of any appeal that may~~

~~be filed, the Original Developer and the Developer will convey~~ An easement has been conveyed to the City granting emergency access rights over an area having a north-south dimension of not more than one hundred (100) feet and extending from the western boundary of the Primera DRI eastward to the point of connection with Primera Boulevard. This easement shall be located in the area north of Tract 4 and south of Tract 8 as shown on EXHIBIT "B" ATTACHED HERETO. ~~This easement will grant the City the right to construct a road, so long as its use is limited to emergency purposes. At the same time the easement is granted to the City,~~ in that certain Modification of Declaration of Access Restrictions and Covenants recorded in Official Record Book 6787, Page 1802 of the Public Records of Seminole County, Florida. A deed in favor of the City granting ownership of the easement area for public right-of-way purposes ~~will be~~ has been placed in escrow with the Lowndes, Drosdick, Kantor & Reed law firm, and will be released only after approval of an amendment to the New Century Park DRI removing industrial uses from the DRI or rescission of the New Century Park DRI Development Order and approval of a Development Agreement removing industrial uses from the New Century Park Property.

Section ~~20~~21. Miscellaneous

\*\*\*

(b) This agreement shall supersede and replace that certain Developer's Agreement recorded in Official Records Book 2157, Page 1862-1896, the First Amended and Restated Developer's Agreement recorded in Official Records Book 3115, Page 0678-0705, the Second Amended and Restated Developer's Agreement recorded in Official Records Book 3338, Page 1123-1153, and the Third Amended and Restated Developer's Agreement recorded in Official Record Book 4884, Page 0384-0416, and the Fourth Amended and Restated Developer's Agreement recorded in Official Records Book 6518, Page 853-896, of the Public Records of Seminole County, Florida.

**STAFF FINDINGS OF FACT:** Staff has reviewed the 5<sup>th</sup> Amended and Restated PUD Developer's Agreement for the Primera DRI and finds that it is in compliance with the City of Lake Mary Comprehensive Plan, Code of Ordinances, and Florida State Statutes.

**PLANNING AND ZONING BOARD:** At their regular February 25, 2014 meeting, the P&Z voted 5 to 0 to recommend the proposed revisions to the 5<sup>th</sup> Amended and Restated PUD Developer's Agreement for the Primera DRI.

**ATTACHMENTS:**

- Ordinance
- Location map
- Zoning map
- Land use map
- Minutes

## ORDINANCE NO. 1503

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING ORDINANCE NO. 478, AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) DEVELOPERS AGREEMENT FOR THE PRIMERA PLANNED UNIT DEVELOPMENT DISTRICT, INCORPORATING REVISIONS TO SECTION 2, PERMITTED USES, REVISIONS TO SECTION 16 (D), OPEN SPACE, AND REVISIONS TO SECTION 20, EMERGENCY ACCESS RIGHTS TO PRIMERA BOULEVARD; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND EFFECTIVE DATE.

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

Section 1. Short Title. This Ordinance shall be known as and may be referred to as the fifth amendment to the Primera Planned Unit Development District Ordinance.

Section 2. Legislative Intent. In adopting this Ordinance, the City Commission makes the following findings of fact and declares the following legislative intent:

(1) James Long Crescent Resources, LLC (hereinafter "Owner") filed an application to amend the Planned Unit Development District called Primera Planned Unit Development District, pursuant to the Land Development Code of the City of Lake Mary for real property located in the City of Lake Mary, Florida and Seminole County, Florida, more particularly described in Exhibit "A" of Attachment "A", affixed to and incorporated in this Ordinance and hereafter referred to as the "Property".

(2) The Owner has represented to the City that it is the owner of and has the authority to file an Application for an Amendment to the Planned Unit Development District with respect to the Property and bind the Property to the

changes set forth below such as changes in the list of permitted uses, changes to the number of acres available in the PUD Open Space Bank, and changes in the language to Section 20, the granting of an emergency access easement between the Primera DRI and the New Century Park DRI.

(3) All public hearings as required by law have been duly noticed and held.

Section 3. Amendment to Primera Planned Unit Development District; Approval of Revised Planned Unit Development Master Plan. The City hereby amends the Primera Planned Unit Development District upon and within the property. The City hereby approves the amendment to the Primera Planned Unit Development District described in Attachment "A"

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

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

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

First Reading this 20<sup>th</sup> day of March, 2014.

Second Reading this 3<sup>rd</sup> day of April, 2014.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of April, 2014.

CITY OF LAKE MARY, FLORIDA

.....  
CAROL A. FOSTER, CITY CLERK

.....  
DAVID J. MEALOR, MAYOR

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

.....  
Catherine D. Reischmann, City Attorney

**ATTACHMENT "A"**  
**FIFTH AMENDED AND RESTATED DEVELOPER'S AGREEMENT**

After recording a copy should  
be returned to:

Miranda F. Fitzgerald, Esq.  
LOWNDES, DROSDICK, DOSTER,  
KANTOR & REED, P.A.  
215 N. Eola Drive  
P.O. Box 2809  
Orlando, FL 32802-2809

DRAFT 2/25/14

FOURTHFIFTH AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THIS ~~FOURTH~~FIFTH AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2006~~2014, among the City of Lake Mary, a municipal corporation formed and existing under the laws of the State of Florida, hereinafter referred to as the "City," and Crescent Resources, LLC, whose address is ~~300 Primera Boulevard~~20 N. Orange Avenue, Suite 140605, Lake Mary~~Orlando,~~ Florida ~~32746~~32801, hereinafter referred to as "Developer," and the Primera Owner's Association, Inc., whose address is Post Office Box 17513, Raleigh, North Carolina 27619, hereinafter referred to as the "Association."

PREMISES

1. The property located in the City of Lake Mary, Seminole County, Florida, known as Primera, is described in EXHIBIT "A" attached hereto and by reference incorporated herein. Said property shall be referred to hereafter as the "Property," or "Project."
2. The Developer is the Assignee and successor in interest to James E. Long, Commissioner of Insurance for North Carolina as Liquidator for Twentieth Century Insurance Company, hereinafter referred to as the "Original Developer."
3. The Developer desires to develop the Property in accordance with that certain Planned Unit Development Ordinance No. 1236 adopted by the City on December 7, 2006, and appropriate ordinances and codes of the City of Lake Mary not inconsistent with the terms and provisions of this Agreement.
4. Certain common facilities which will not be dedicated to the City of Lake Mary have been designed and constructed by the Original Developer. The term "common facilities" as used herein includes certain drainage systems, landscaped areas, and such other private facilities as have been provided.

5. The City is authorized to regulate the development of the Property.

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

NOW, THEREFORE, the parties agree as follows:

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

2. Permitted Uses. The permitted uses of the Property are as set forth below within the general classification, and no other uses shall be permitted except as conditional uses in accordance with and pursuant to the regulations of the City of Lake Mary Code. Tract designations correspond with EXHIBIT "B."

Office. (Tracts 3, 5C, 6, 7, and 8)

Permitted uses in the classification of Office shall include and be limited to the following:

- (a) Professional offices.
- (b) General office uses.
- (c) Restaurants with cocktail lounges, delicatessens, and other related facilities, but only included within an office building permitted hereunder.
- (d) Retail sales establishments, such as bakeries, catering services, meeting facilities, florists, gift shops, drug stores, retail clothing establishments, and other similar businesses located within and a part of permitted office building.
- (e) Child care centers.
- (f) Banks, with drive-thru facilities.
- (g) Dry cleaners with no on-site processing contained within permitted office building.
- (h) Personal service establishments.

- (i) Parking garages.
- (j) Television, radio and recording studios.
- (k) Light assembly (including manufacturing and assembly of scientific, optical and electronic equipment).
- (l) Health clubs.
- (m) Community services and facilities.
- (n) Assembly halls with food service and/or catering facilities.
- (o) Wellness center, recreational and health facilities.
- (p) Medical clinics that do not include overnight treatment or housing of patients.
- (q) Colleges and universities

Retail/Office/Hotel. (Tracts 1A, 2A, 2B, 2D, and 2E)

Permitted uses in the classification of Retail/Office/Hotel will include and be limited to the following:

- (a) Professional offices.
- (b) General office uses.
- (c) Theaters, but not drive-in theaters.
- (d) Restaurants with cocktail lounges, delicatessens, and other related facilities.
- (e) Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, drug stores (including drive-thru facilities on Parcel 2A only), grocery stores, department stores, retail clothing establishments, and other similar businesses except for the sale of second hand merchandise and outside sales.
- (f) Child care centers.
- (g) Banks, with drive-thru facilities.
- (h) Dry cleaners with no on-site processing.

- (i) Personal service establishments.
- (j) Parking garages.
- (k) Shopping centers.
- (l) Convenience stores.
- (m) Hotels and motels with restaurants and cocktail lounges.
- (n) Assembly halls with food service and/or catering facilities.
- (no) Television, radio and recording studios.
- (op) Light assembly (including manufacturing and assembly of scientific, optical and electronic equipment).
- (pq) Health Clubs.
- (qr) Colleges and universities.

Retail/Office. (Tracts 4, 5A and 5B)

Uses within the classification of Retail/Office will include and be limited to the following permitted and conditional uses:

Permitted Uses:

- (a) Professional office.
- (b) General office uses.
- (c) Restaurants with cocktail lounges, delicatessens, and other related facilities
- (d) Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, drug stores, department stores, retail clothing establishments, and other similar businesses except for the sale of second hand merchandise and outside sales.
- (e) Child care centers.
- (f) Banks, with drive-thru facilities.
- (g) Dry cleaners with no on-site processing.

- (h) Personal service establishments.
- (i) Television, radio and recording studios.
- (j) Light assembly (including manufacturing and assembly of scientific, optical and electronic equipment).
- (k) Health Clubs.
- (l) Medical Clinics that do not include overnight treatment or housing of patients.
- (m) Veterinary Clinics (with no outdoor kennels).
- (o) Colleges and universities.

Conditional Uses:

- (a) Drive-in restaurants.
- (b) Parking garages.
- (c) Cocktail lounges not included within a restaurant.
- (d) Theaters.
- (e) Shopping centers.
- (f) Convenience stores.

Conditional Uses. (All Tracts)

Building heights exceeding those approved under Section 16(c) hereof shall be considered Conditional Uses.

3. Plat. The Original Developer platted only the streets and common areas within the Project that are dedicated to the public and the public use. Certain drainage or other areas which are not dedicated for maintenance by any governmental entity were designated on the plat for identification purposes and to recite the maintenance responsibility thereof by the Association, pursuant to the provisions of the Master Declaration of Covenants and Restrictions (the "Master Declaration"). Parcels of property within the Project may be conveyed by metes and bounds description without additional platting requirements.

4. Site Plan Approval. Developer or the owner of a tract within the Project shall submit to the City final site plans and the Final Development Plan as per Section 16 hereof for approval

prior to obtaining any building permit for construction of improvements on any tract or parcel of the Property.

5. Streets.

(a) Primera Boulevard. Primera Boulevard has been platted and dedicated to the public, as recorded in Plat Book 49, Pages 88-91 and Plat Book 53, Pages 52-54. The City and Developer shall, during any remaining development of Primera, utilize their mutual, joint, and best efforts to prevent damage to Primera Boulevard due to construction traffic.

(b) Currency Circle. Currency Circle has been platted and dedicated to the public, as recorded in Plat Book 49, Pages 88-91. The City and Developer shall, during any remaining development of Primera, utilize their mutual, joint and best efforts to prevent damage to Currency Circle due to construction traffic.

(c) Financial Responsibility. Developer agrees to include within all contracts for the sale or development of property within the Project a provision requiring the acceptance of financial responsibility on behalf of the purchaser or developer of such site to repair any damage occasioned by virtue of construction traffic to Primera Boulevard or any other platted street within Primera.

6. Sidewalks. All sidewalks in Primera shall be built in accordance with City regulations.

7. Median Openings--Primera Boulevard. All median openings permitted off Primera Boulevard onto contiguous properties have been constructed.

8. Median Opening--Rinehart Road. The Original Developer has funded the construction of the median opening at the Project entrance on Rinehart Road.

9. Street Lighting. The Original Developer has, at his cost and expense, paid for and installed all street lighting on Primera Boulevard and any other dedicated right-of-way within Primera. Street lighting along Primera Boulevard is located within the Easement Area described in that certain Distribution Easement dated October 4, 1989, granted to Florida Power Corporation. The City further acknowledges and agrees that the Easement Area is not contained within the dedicated right-of-way of Primera Boulevard and is so located at the insistence of Florida Power Corporation outside of the dedicated right-of-way. The Original Developer has further granted to City such easements or agreements for maintenance of the street lighting as necessary and required by City. The City has accepted and shall maintain the street lighting in accordance with City standards and policy. The Easement Area along Primera Boulevard shall be maintained by the owners of contiguous properties and shall be included within contiguous tracts as they are developed. Any Setback requirements and buffer zones, if any, shall run from the platted right-of-way of Primera Boulevard.

10. Sewer and Water Lines. All sewer and water lines within the dedicated right-of-way of Primera Boulevard, Currency Circle, and any other dedicated roadway within Primera shall be maintained by the City.

11. Entrance Signage on Primera Boulevard. The City does hereby approve the installation of signage in the median of Primera Boulevard at Lake Mary Boulevard and at Rinehart Road in accordance with the design criteria for such entrance signage attached hereto as EXHIBIT "C" and by reference incorporated herein. Internal street name signs and regulatory signs shall be provided in accordance with the illustration attached hereto as EXHIBIT "D." Such signage shall be maintained by the Association in accordance with the provisions of the Master Declaration.

12. Landscaping Within Right-of-Way of Primera Boulevard. The City has agreed to the landscaping plan for Primera Boulevard prepared by Foster Conant & Associates dated December 8, 1995 and by reference incorporated herein. All such landscaping and irrigation as shown thereon has been installed by the Original Developer at his expense. Such landscaping within the right-of-way of Primera Boulevard shall be maintained by the Association.

13. Common Drainage Facilities. All common drainage facilities for Primera are owned and maintained by the Association pursuant to the Master Declaration.

14. Pavers Within Primera Boulevard. The Association shall maintain the brick pavers at the entrance way of Primera Boulevard located within the legal description attached hereto as EXHIBIT "E" even though the pavers shall be included within the dedicated right-of-way of Primera Boulevard. In addition, the Association shall maintain any brick pavers which are installed on Primera Boulevard at the Rinehart Road entrance.

15. Conformance with Applicable Orders and Regulations. Development shall conform to the Sixth Amended and Restated Development Order. No provisions contained in this Agreement shall be construed in any way to be contradictory to the provisions contained in the Sixth Amended and Restated Development Order.

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

(a) Final Development Plan. The Final Development Plan shall be amended periodically and submitted to the City for approval to show development of individual parcels or tracts, drainage incident thereto, any additional roadways, utility lines, or other amenities added from time to time to the overall Project. The Final Development Plan shall also provide a cumulative total of the open space allocation.

(b) Individual Site Plans and Approval. Each developer of a tract or parcel of land within the Project shall submit preliminary and final site plans for approval to the City, and development of an individual tract or parcel within the Project shall be governed in accordance with the existing development standards of the City unless otherwise amended or modified by this Agreement.

(c) Height. The permitted height for any tract or parcel of the Project for development purposes shall be limited to the following:

	<u>Land Use</u>	<u>Maximum Height Allowed</u>
Tract 1A	Retail/ Office/Hotel	95 feet
Tract 2A	Retail/Office/Hotel	45 feet
Tract 2B	Retail/Office/Hotel	35 feet
Tract 2D	Retail/ Office/Hotel	60 feet
Tract 2E	Retail/Office/Hotel	35 feet
Tract 3	Office	65 feet
Tract 4	Retail/Office	55 feet
Tract 5A	Retail/Office	35 feet
Tract 5B	Retail/Office	55 feet
Tract 7	Office	95 feet
Tract 6	Office	95 feet
Tract 5C	Office	45 feet
Tract 8	Office	55 feet

Provided that the building pad is located within its permitted tract, parking, open space, buffers (if any), landscaping and detention/retention facilities may be located on an adjacent tract of lesser permitted height.

(d) Open Space. The Original Developer submitted an updated chart showing the acreage utilized from the "land bank" of Open Space attributable to each previously approved site plan, any credits generated by any previously approved site plan which provides more Open Space than required by this Subsection of this Agreement, and the acreage from the "land bank" of Open Space attributable to the development which was the subject of the site plan submittal. "Open Space," as defined in the City of Lake Mary Code, is an exterior ground level area, open to the sky and devoid of buildings, structures, and parking, loading, or other vehicular use areas. Open Space shall not include any area in Tract 11 below the ordinary high water line. Open Space required for development of any individual tract or parcel shall be related to the actual height of buildings located thereon as follows:

[This space intentionally left blank]

<u>Building Height</u>	<u>Open Space Requirement</u>
Up to 35 feet	35%
36-45 feet	40%
46-70 feet	45%
71-95 feet	60%

The above Open Space requirements have been and shall continue to be apportioned or prorated for any building with height between the limits stated above. The Developer shall notify the City of the amount of Open Space, if any, to be taken from the "land bank" of Open Space to apply to the Open Space requirement of a given tract or parcel being developed within Primera. The Open Space Bank contains 35.3 acres, of which ~~14.54~~15.12 acres have been committed to developed tracts, leaving a balance of ~~20.76~~20.18 acres available for future use. Developer shall also be permitted to obtain a "credit" for any tract or parcel of land within the Project which is developed with a percentage of Open Space greater than that required hereunder. Such "credit" may be apportioned and attributed by the Developer to the development of other parcels or tracts within the Project on the same basis as the designation to be taken from the "land bank" of Open Space. Provided, however, that the on-site Open Space for Tract 1A shall be a minimum of 25%, Tracts 2A, 2B, 2D, and 2E shall be 15%, and Tract 3 shall be 30%. A minimum of 60% open space shall be required for each parcel in Tracts 6 and 7. This open space requirement shall be comprised of not less than 35% open space within the boundaries of the development parcel or lot. The remaining 25% of the minimum open space requirement may, at the Developer's option, be satisfied from the open space bank and buffers to be designated on the plat for Tracts 6 and 7. All other Tracts shall have a minimum of 35% on-site open space. Minimum on-site Open Space shall be a percentage of the gross land area contained within said tract or parcel to include any easements or buffer zones within said parcel or tract, except in Tracts 2A, 2B, 2D, and 2E in which on-site Open Space is exclusive of buffer zones.

(e) Off-Street Parking. Off-street parking requirements shall comply with the provisions of Appendix B of Chapter 155 of the City of Lake Mary Code, except that Section 2 "Off-Street Parking Requirements" is amended to permit the developer of any tract to pave for each parking space an area nine feet (9') in width by eighteen feet (18') in length. As to the development of office buildings on individual tracts or parcels within Primera, Appendix B, Chapter 155, Section 2(C)(2), of the City of Lake Mary Code is amended to provide for one (1) space for each 250 square feet of gross floor area.

(f) Parking Lot Requirements. Parking lot requirements shall comply with the provisions of Section 157.05 of the City of Lake Mary Code, or as otherwise described herein,

except paragraph (B)(1) of this Section is amended to permit 171 square feet of green space per landscape break. In addition, two (2) feet of vehicle overhang may encroach into the required buffer dimensions.

(g) Signage. Signage in Primera shall be in accordance with the Primera Sign Design Standards attached hereto as EXHIBIT "F." Signage within Primera that is not addressed in EXHIBIT "F" shall be governed in accordance with the City's signage ordinances and City of Lake Mary Code.

(h) Landscaping and Buffers. Exterior buffers shall be as shown on the Final Development Plan (EXHIBIT "B"). The buffer on the east side of Tracts 5A and 5B and on the south side of Tracts 5B and 5C, and the west side of Tract 5D shall be ten (10) feet wide and shall include a six (6) foot brick wall; all other exterior buffers shall be twenty-five (25) feet wide. All buffers shall be considered a type A buffer pursuant to Chapter 157 of the City of Lake Mary Code and shall be landscaped in accordance therewith, except the twenty-five (25) foot wide buffer adjacent to Anderson Lane shall include a berm and plantings substantially equivalent to a type B buffer in order to achieve an opaque screen of not less than ten (10) feet in height. Landscaping as required on buffer type A shall be constructed by the developer of any given tract or parcel in accordance with the issuance of a building permit for such given tract or parcel within Primera. Buffers within Primera to separate mixed uses within Tracts as shown on the Final Development Plan shall be a minimum of ten (10) feet (five (5) feet from each development parcel) and shall be considered a type A buffer. Landscaping requirements within the type A buffer shall be proportionately allocated between the two (2) adjacent parcels.

17. Gateway Corridor Overlay Standards Classification (Ordinance 421). Except as set forth herein, Ordinance 421 entitled Gateway Corridor Overlay Standards Classification applies only to Tract 2B and to the lighting standards throughout the Project.

18. Setbacks. Front setbacks for all buildings for developed tracts or parcels shall be a minimum of twenty-five feet (25') from the front road right-of-way and fifteen feet (15') from any rear lot line. Side setbacks within Primera shall be a minimum of fifteen feet (15') from any lot lines. All setbacks required may include therein parking, landscaping, utilities and/or detention/retention facilities.

19. Indemnity. Developer shall indemnify the city against and hold the city harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees (including those for legal services rendered at the appellate court level) arising from the construction of any common facilities, roadways, utilities, and similar improvements constructed by Developer at Developer's expense within the Project and not dedicated to the public.

20. Emergency Access Rights to Primera Boulevard.

~~Within fifteen (15) days following the expiration of all appeal periods after approval of the Primera DRI/PUD Amendments submitted by the Original Developer on December 23, 2004,~~

~~with no appeal being filed, or within fifteen (15) days following the final conclusion of any appeal that may be filed, the Original Developer and the Developer will convey an~~ An easement ~~has been conveyed~~ to the City granting emergency access rights over an area having a north-south dimension of not more than one hundred (100) feet and extending from the western boundary of the Primera DRI eastward to the point of connection with Primera Boulevard. ~~This easement shall be located in the area north of Tract 4 and south of Tract 8 as shown on EXHIBIT "B" attached hereto. This easement will grant the City the right to construct a road, so long as its use is limited to emergency purposes. At the same time the easement is granted to the City, a, in that certain Modification of Declaration of Access Restrictions and Covenants recorded in Official Record Book 6787, Page 1802 of the Public Records of Seminole County, Florida. A deed in favor of the City granting ownership of the easement area for public right-of-way purposes will be~~ has been placed in escrow with the Lowndes, Drosdick, Doster, Kantor & Reed law firm, and will be released only after approval of an amendment to the New Century Park DRI removing industrial uses from the DRI or rescission of the New Century Park DRI Development Order and approval of a Development Agreement removing industrial uses from the New Century Park Property.

2021. Miscellaneous

(a) This Agreement shall be recorded in the Public Records of Seminole County, Florida.

(b) This Agreement shall supersede and replace that certain Developer's Agreement recorded in Official Records Book 2157, Page 1862-1896, the First Amended and Restated Developer's Agreement recorded in Official Records Book 3115, Page 0678-0705, the Second Amended and Restated Developer's Agreement recorded in Official Records Book 3338, Page 1123-1153, and the Third Amended and Restated Developer's Agreement recorded in Official Records Book 4884, Page 0384-0416, and the Fourth Amended and Restated Developer's Agreement recorded in Official Records Book 6518, Page 853-896, of the Public Records of Seminole County, Florida.

(c) This Agreement shall be binding upon, and shall inure to the benefit of, the successors or assigns of the parties, and shall run with the Property and be binding upon any person, firm or corporation who may become the successor in interest, directly, or indirectly, to the Property.

(d) Any notice delivered with respect to this ~~Fourth~~Fifth Amended and Restated Developer's Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Developer: Crescent Resources, LLC  
20 N. Orange Avenue  
~~300 Primera Boulevard, Suite 140605~~  
~~Lake Mary Orlando, FL 3274632801~~  
Attn: Mr. Whit Duncan

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Attention: Miranda F. Fitzgerald, Esq.

As to Association: Primera Owner's Association  
2400 Dixie Forest Road, Raleigh, NC 27615  
P.O. Box 17513, Raleigh, NC 27619  
Attention: Mr. John A. Acton

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801  
Attention: Miranda F. Fitzgerald, Esq.

With a copy to: Property Manager  
Primera Owner's Association  
c/o First Capital Property Group  
120 East Colonial Drive  
Orlando, FL 32801

As to City: City of Lake Mary, Community Development Department  
100 N. Country Club Road  
Lake Mary, FL 32795-0700  
Attention: Community Development Director

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

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

“CITY”

ATTEST:

CITY OF LAKE MARY

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

BY: \_\_\_\_\_  
~~Thomas C. Greene~~ David J. Mealor, Mayor

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Catherine D. Reischmann, City Attorney

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

“DEVELOPER”

CRESCENT RESOURCES, LLC, a limited liability corporation

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

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Crescent Resources, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

“ASSOCIATION”

Primera Owner’s Association, Inc.

By: \_\_\_\_\_  
John A. Acton

Its: President

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared John A. Acton, as President of Primera Owner’s Association, Inc., who first being duly sworn, says that he executed the foregoing instrument freely and voluntarily for the purposes stated therein.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I

All that part of the SW 1/4 of Section 7, Township 20 South, Range 30 East, Seminole County, Florida, lying Easterly of the State Road 400 (I-4) and North of Lake Mary Boulevard, LESS the East 20 feet of the North 7.5 chains (495 feet) thereof: AND ALSO LESS BEGINNING 834.70 feet North of the S 1/4 Section corner of said Section 7, run N. 84°06'00" W. 522.45 feet, thence run N. 01°31'00" W. 752.75 feet, thence run East 539.46 feet, thence run South 808.49 feet to the POINT OF BEGINNING; AND ALSO LESS the East 165 feet of the West 1759.85 feet of the South 850 feet of the said SW 1/4; AND ALSO LESS BEGINNING at the Northeast corner of the West 1759.85 feet of the South 850 feet of the SW 1/4 of said Section 7, run S. 0°19'14" E. 810 feet to the North Right-of-Way Line of Lake Mary Boulevard, thence run N. 89°43'19" E., along said North Right-of-Way Line, 768.227 feet, thence run N. 0°10'41" W. 779.618 feet, thence run N. 84°00'00" W. 537.329 feet, thence run Southwesterly 237.032 feet to the POINT OF BEGINNING: AND ALSO LESS From the Southwest corner of said Section 7, run N. 89°43'19" E., along the South Line of said SW 1/4, a distance of 887.95 feet to the end of the limited access Right-of-Way line of I-4, North of Lake Mary Boulevard, extended South, thence run N. 0°07'01" W., along said R/W line, 40 feet to the North R/W line of Lake Mary Boulevard and the POINT OF BEGINNING, thence continue N. 0°07'01" W. a distance of 36.61 feet, thence run N. 0°16'41" W. 163.39 feet, thence run N. 89°43'19" E. 200.00 feet, thence run S. 0°16'41" E. 200 feet to the North R/W line of Lake Mary Boulevard, thence run S. 89°43'19" W. 200.16 feet to the POINT OF BEGINNING; Said SW 1/4 being subject to the following described easements: An Easement to locate and maintain an advertising sign on the following described parcel: BEGINNING at the intersection of the North line of the South 850 feet of said SW 1/4 and the Easterly limited access R/W line of I-4, run N. 89°43'19" E., along said North line, 75.00 feet; thence run S. 17°11'19" W., parallel with said R/W line, 40.00 feet, thence run S. 89°43'19" W. 75.00 feet to said R/W line, thence run N. 17°11'19" E. 40.00 feet to the POINT OF BEGINNING: ALSO an easement for access and utility lines to aforesaid easement over a 10 foot parcel lying Easterly and Northerly of the limited access R/W line; From the Southwest corner of said Section 7, run N. 89°43'19" E., along the South line of the SW 1/4 of said Section 7, a distance of 887.95 feet to the end of the limited access R/W line of I-4 North of Lake Mary Boulevard extended South; thence run N. 01°07'01" W. along said R/W line 76.61 feet for a Point of Beginning;

thence run Northwesterly, along a curve concave Northeasterly, having a radius of 940 feet, a tangent bearing of S. 89°52'59" W., a central angle of 26°00'07" and an arc distance of 426.59 feet; thence run N. 64°06'54" W. a distance of 27.49 feet to a curve concave Northeasterly having a radius of 540 feet, a central angle of 65°01'39"; thence run Northwesterly along said curve an arc distance of 612.87 feet, thence run N. 17°11'19" E. a distance of 137.24 feet to a point 40 feet Southerly along the Easterly R/W line of I-4 from the North line of the South 850 feet of said Section 7 and the end of Westerly line of easement. Together with the NW 1/4 of SE 1/4 (LESS North 7 1/2 chains and less East 2/3 of the West 3/4 South of canal), Section 7, Township 20 South, Range 30 East. East 2/3 of the West 3/4 South of canal is described as; Begin 317.96 feet East of SW corner of NW 1/4 of SE 1/4 Section 7, Township 20 South, Range 30 East, run North 00°09'07" West 230 feet to the centerline of canal, thence run N. 83°01'35" E. along said C/L of canal 640.730 feet; thence S. 00°06'01" E. 305.00 ft. to a point on the South line of said 40, thence West 635.920 feet to the POINT OF BEGINNING.

SAID PROPERTY BEING FURTHER DESCRIBED AS:

From the Southwest corner of said Section 7, run N. 89°42'33" E. along the South line of said SW 1/4 a distance of 887.95 feet to the end of the limited access R/W line of Interstate 4, North of Lake Mary Boulevard, extended South, thence run N. 00°03'31" W. along said R/W line, 40 feet to the North R/W line of Lake Mary Boulevard, thence continue N. 00°03'31" W. a distance of 36.28 feet for a Point of Beginning, thence run N. 00°17'27" W. 163.72 feet, thence run N. 89°42'33" E. 200.00 feet, thence run S. 00°17'37" E. 200.00 feet to the Northerly R/W line of said Lake Mary Boulevard, thence run N. 89°42'33" E. along said Northerly R/W line, 507.732 feet to the West line of the East 165 feet of the West 1759.85 feet of the South 850 feet of said SW 1/4, thence run N. 00°19'14" W. along said West line 810.00 feet to the NW corner of said East 165 feet of the West 1759.85 feet to the South 850 feet of said SW 1/4, thence run N. 89°42'33" E. 165.00 feet, thence run N. 83°25'50" E. 237.032 feet, thence run S. 84°16'41" E. 537.529 feet to a point on the East line of the SW 1/4 of said Section 7, said point being 819.62 feet North of the South 1/4 corner of said Section 7, thence run N. 00°10'41" W. along said East line, 15.080 feet, thence run N. 84°16'41" W. 522.45 feet, thence run N. 01°41'41" W. 752.75 feet, thence run N. 89°42'33" East 539.607 feet to a point on the East line of said SW 1/4, thence run S. 00°10'41" E. 321.80 feet to the SW corner of the NW 1/4 of the SE 1/4 of said Section 7, thence run N. 89°44'54" E. along the South line of the NW 1/4 of the SE 1/4 of said Section 7, 317.96 feet to the SW corner of the East 2/3 of the West 3/4 of the NW 1/4 of the SE 1/4 of said Section 7, thence run N. 00°09'07" W. along the West line of the East 2/3 of the West 3/4 of the NW 1/4 of the SE 1/4 of said Section 7, 230.00 feet, thence run N. 83°01'35" E. 640.73 feet to a point on the East line of the East 2/3 of the West 3/4 of the NW 1/4 of the SE 1/4 of said Section 7, thence run S. 00°06'01" E. along said East line, 305.00 feet to a point on the South line of the NW 1/4 of the SE 1/4 of said Section 7, thence run N. 89°44'54" E. along said South line 317.960 feet to the SE corner of the NW 1/4 of the SE 1/4 of said Section 7,

thence run N. 00°04'27" W. along the East line of the NW 1/4 of the Se 1/4 of said Section 7, 827.048 feet, thence run S. 89°41'12" W., along the South line of the North 7 1/2 chains (495.00 feet) of the NW 1/4 of the SE 1/4 of said Section 7, 1273.342 feet to a point on the East line of the SW 1/4 of said Section 7, said point being 7 1/2 chains (495.00 feet) South of the NE corner of the SW 1/4 of said Section 7, thence run S. 89°40'59" W. parallel with the North line of the SW 1/4 of said Section 7, 20.00 feet, thence run N. 00°10'41" W. parallel with the East line of the SW 1/4 of said Section 7, 7 1/2 chains (495.00 feet) to a point on the North line of the SW 1/4 of said Section 7, said point being 20.00 feet West of the Center of said Section 7, thence run S. 89°40'59" W. 1741.360 feet to a point on the Easterly R/W line of Interstate 4 (State Road 400), thence run S. 17°20'29" W. along said Easterly R/W line 2055.824 feet to a point on the limited access R/W line of said Interstate 4, said point being the P.C. of a curve concave Northeasterly have a radius of 540.00 feet and a tangent bearing of S. 00°58'35" W., thence run Southerly along said curve 613.472 feet through a central angle of 65°05'29" to the P.T., thence run S. 64°06'54" E. along said limited access R/W line, 27.325 feet to the P.C. of a curve concave Northeasterly and having a radius of 940.00 feet, thence run Southeasterly along said curve 426.590 feet to the end of the said limited access R/W line and the Point of Beginning.

LESS:

The additional limited access right-of-way for I-4 as described in the Order of Taking recorded at Official Records Book 2177, Page 0235, Seminole County, Florida.

PARCEL II

Lots 1 through 30, Interstate Industrial Park, according to the plat thereof as recorded in Plat Book 19, Pages 78 & 79 of the Public Records of Seminole County, Florida. Said platted lots were vacated by Resolution No. 240 dated June 5, 1986, recorded June 20, 1986, in Official Records Book 1744, Page 1747, and are now described as: Southeast 1/4 of the Northeast 1/4, LESS the South 250.00 feet thereof, AND ALSO LESS right of way for Rinehart Road, and the Southwest 1/4 of the Northeast 1/4, LESS the South 495.00 feet thereof, lying in Section 7, Township 20 South, Range 30 East, Seminole County, Florida.

PARCEL III

Commence at the Southeast corner of the North 7 1/2 chains of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 30 East and run S. 89°41'12" W. along the South line of said North 7 1/2 chains, 667.19 feet to the Point of Beginning, thence continue S. 89°41'12" W. along said South line 606.152 feet to the Southwest corner of said North 7 1/2 chains, thence run S. 89°40'59" W. 20.00 feet, thence run N. 00°10'41" W. 7 1/2 chains (495.00 feet) to a point on the North line of the Southwest 1/4 of said Section 7, thence run N. 89°40'59" E. along said North line 20.00 feet to the

center of said Section 7, thence run N.  $00^{\circ}10'41''$  W. along the West line of the Southwest  $1/4$  of the Northeast  $1/4$ ,  $7\frac{1}{2}$  chains (495 feet), to the Northwest corner of the South  $7\frac{1}{2}$  chains of the Southwest  $1/4$  of the Northeast  $1/4$  of said Section 7, thence run N.  $89^{\circ}41'12''$  E. along the North line of the said Section  $7\frac{1}{2}$  chains, 844.22 feet, thence run S.  $00^{\circ}11'09''$  E. 245.00 feet, thence run S.  $89^{\circ}41'12''$  W. 240.50 feet, thence run S.  $00^{\circ}21'44''$  E. 745.00 feet to the Point of Beginning.

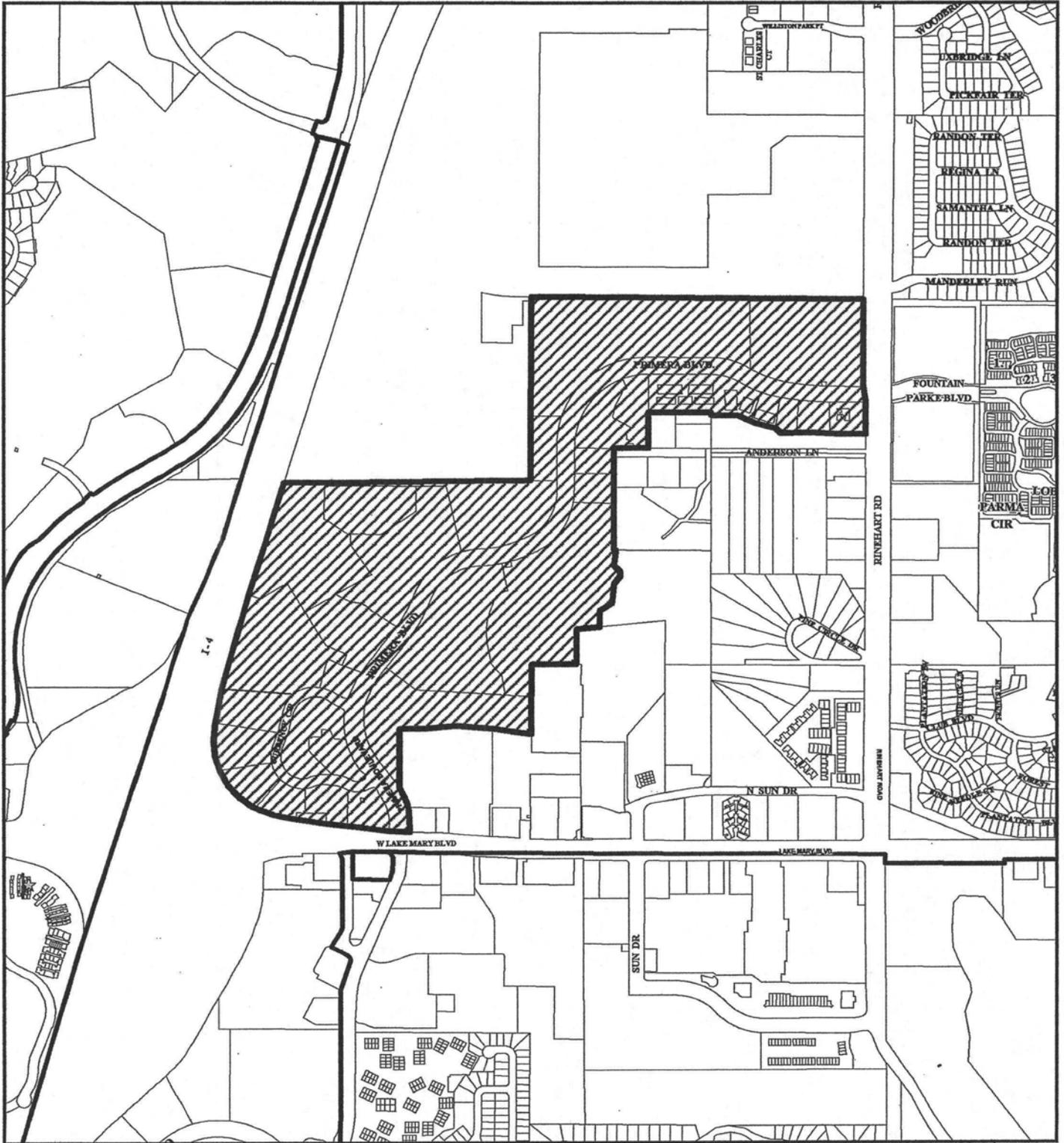
#### PARCEL IV

Beginning 834.70 feet North of the South  $1/4$  Section Post of Section 7, Township 20 South, Range 30 East, thence run N.  $84^{\circ}06'W$ . 522.45 feet, thence N.  $01^{\circ}31'W$ . 752.75 feet, thence E. 539.46 feet more or less to the North/South center section line, Section 7, Township 20 South, Range 30 East, thence South 808.49 feet to the Point of Beginning.

#### PARCEL V

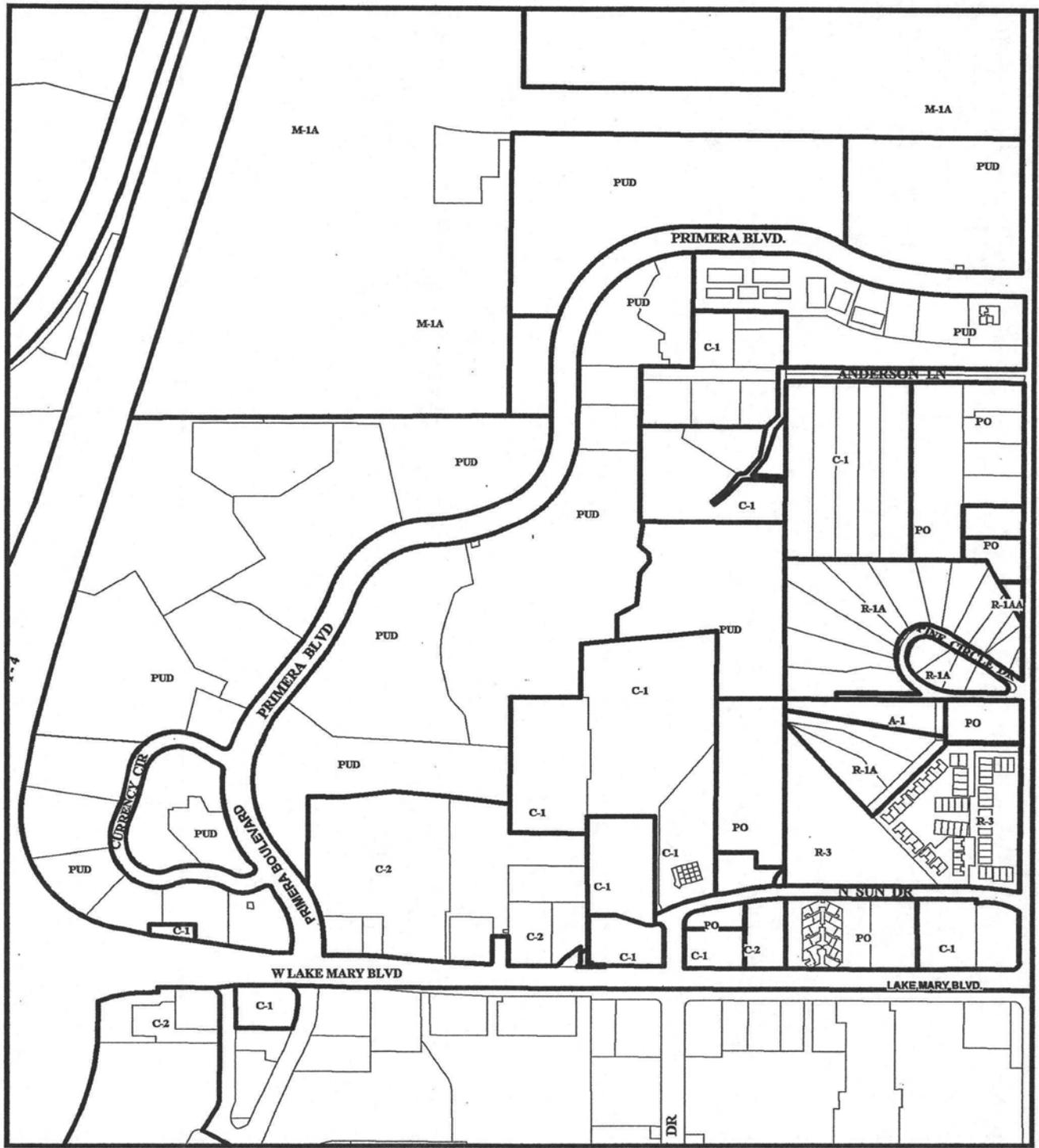
A tract of land situated in the Southwest  $1/4$  of Section 7, Township 20 South, Range 30 East, City of Lake Mary, Seminole County, Florida, and being more particularly described as follows: Commence at the Southwest corner of the East 165 feet of the West 1759.85 feet of the South 850 feet of the said Southwest  $1/4$  of said Section 7 and run N.  $00^{\circ}19'14''W$ . along the West line of the East 165 feet of the West 1759.85 feet of the South 850 feet of the Southwest  $1/4$  of said Section 7, 40.00 feet to the North right-of-way line of Lake Mary Boulevard and the Point of Beginning: thence run N.  $89^{\circ}42'33''E$ . along said North right-of-way line, 70.00 feet: thence leaving said North right-of-way line run N.  $00^{\circ}19'14''W$ . 139.21 feet to the point of curvature of a curve concave Southwesterly and having a radius of 470.00 feet: thence run Northwesterly along said curve 259.81 feet through a central angle of  $31^{\circ}40'21''$  to an intersection with the West line of the East 165 feet of the West 1759.85 feet of the South 850 feet of the Southwest  $1/4$  of said Section 7: thence run S.  $00^{\circ}19'14''E$ . along the West line of the East 165 feet of the West 1759.85 feet of the South 850 feet of the Southwest  $1/4$  of said Section 7, 385.95 feet to the POINT OF BEGINNING.

<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 7.5.0.35 Document comparison done on 2/26/2014 1:25:08 PM</b>	
<b>Style name:</b> Lowndes	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> LDDOCS01-#153552-v5-LONG-PRIMERA_DEVELOPERS_AGREEMENT (PUD).DOC	
<b>Modified filename:</b> LDDOCS01-#153552-v7-LONG-PRIMERA_DEVELOPERS_AGREEMENT (PUD).DOC	
<b>Changes:</b>	
Add	139
Delete	130
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
<b>Total Changes:</b>	<b>269</b>



# Location Map Primera



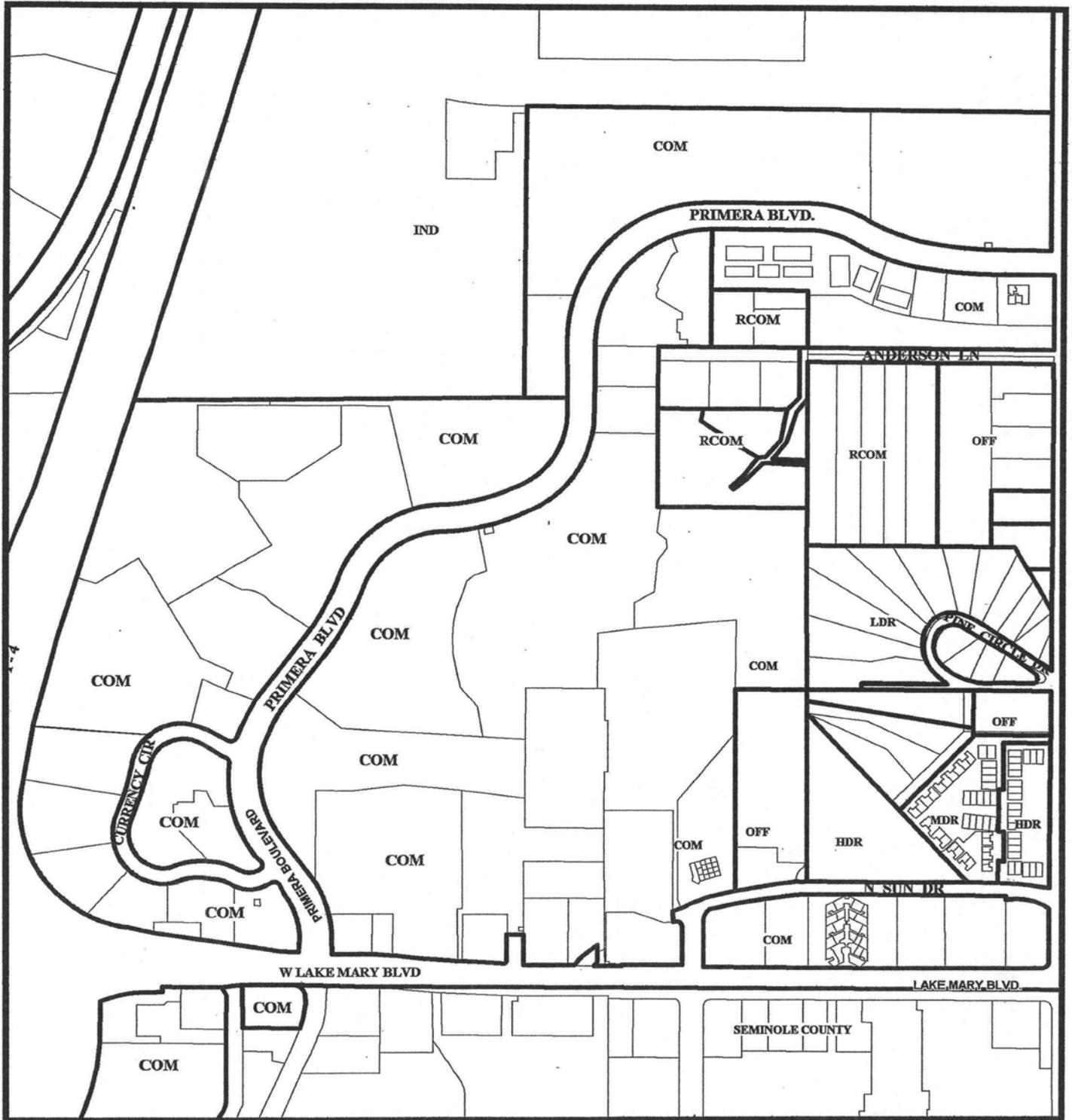


# Zoning Map

## LEGEND

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





## Future Land Use Map



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



1 B. 2014-RZ-01: Recommendation to the City Commission regarding a PUD  
2 Amendment to revise the Primera PUD to allow an event center located at 840  
3 Currency Circle, Lake Mary, Florida; providing for the Fifth Amended and  
4 Restated Developer's Agreement; Applicant: Miranda Fitzgerald, Esquire  
5 (Public Hearing)  
6

7 Gary Schindler, City Planner, presented Item B. and the related Staff Report. A  
8 colored aerial that was not attached to the Staff Report was on the overhead  
9 projector. He first asked Dr. Hawkins when he became involved with the  
10 Planning and Zoning Board.  
11

12 Dr. Hawkins answered, before Primera started.  
13

14 Mr. Schindler further questioned Dr. Hawkins, so, you were here in '90 when the  
15 first PUD and DRI – you are probably one of the few people around who was  
16 here then?  
17

18 Dr. Hawkins responded, yes. I'm up to number five. And every time they come  
19 in for a revision, I tell them, we'll see you back at number 6 (laughter).  
20

21 Mr. Schindler continued with his presentation by saying, as opposed to the  
22 previous item, this is a little more global. This is looking at an area of – well, at  
23 one time, it was raw land and there was just the proposed development. It is  
24 also a DRI. But, it's a PUD, and the PUD sets out unique development  
25 standards, and one of those standards that you have is uses, its own unique set  
26 of uses. As you have said, we are looking to revise the language to allow an  
27 events center, which is synonymous with a conference center. You can see that  
28 in Section 2, the major change there under permitted uses – this is in Office  
29 Tracts 3, 5C, 6, 7 and 8. It says, "assembly halls with food service and/or  
30 catering facilities".  
31

32 Mr. Schindler said, on the whole, the changes are very minor. It simply is  
33 specifying things that staff already felt could be done. We're also allowing  
34 grocery stores, but we have no grocery store. None have come in through the  
35 door, but this clarifies the fact that if, for whatever reason, a grocery store wanted  
36 to come in, it would be possible. It's in a section that already allows for retail.  
37 But, there again, it's just another example of specificity.  
38

39 Mr. Schindler stated, everything else is basically housekeeping. In Section 20,  
40 originally, the language said – you know, it would be something that would  
41 happen. Well, that has happened. So, now, we're reflecting that.  
42

1 Mr. Schindler then asked Ms. Fitzgerald if she had copies depicting the language  
2 for the open space bank that did not get put into the Board Member's agenda  
3 packets (Ms. Fitzgerald provided the copies requested to Mr. Schindler and he  
4 passed them around to all the Board Members and Administrative Assistant and  
5 put a copy on the overhead projector for the public's view).  
6

7 Mr. Schindler said, what this is is an amendment to the open space banking and  
8 this brings it current with what the situation is. We have got lots of land yet in the  
9 open space bank. It's a matter of simply, administratively, tying up some loose  
10 ends.  
11

12 Mr. Schindler concluded his presentation by saying, that's it in a nutshell. I'll be  
13 happy to answer any questions you may have.  
14

15 Chairman Hawkins requested Mr. Schindler point out where the five tracts he  
16 alluded to earlier are located.  
17

18 Mr. Schindler put the colored aerial back up on the overhead projector. He  
19 stated, the land use – the changes in the uses are relevant in the southwest  
20 portion of the PUD, of the development, in this area (indicating to overhead  
21 projector).  
22

23 Chairman Hawkins pointed out a couple of nearby hotels that probably already  
24 have some small conference centers.  
25

26 Mr. Schindler stated, probably, yes, but those are accessory uses. A PUD is a  
27 living document and it needs to change as the times and the demands change.  
28 But, what's being envisioned, or could be envisioned, is a stand-alone use, a  
29 primary use, whereas in the hotels, their conference centers are accessory to the  
30 – this would allow a stand-alone conference center without any association to a  
31 hotel.  
32

33 Chairman Hawkins asked Mr. Schindler, approximately what size could those  
34 conference centers be based on the size of these individual parcels?  
35

36 Mr. Schindler replied, we don't know. They have to comply with all parking, open  
37 space, and landscaping. Nothing has come in through the door, so we don't  
38 know what is proposed. But, it's certainly not going to be anything like the  
39 Orange County Convention Center. This is more designed for business,  
40 probably weddings, probably anniversaries. You are probably not going to have  
41 the heavy equipment manufacturer's conference there, or something on that  
42 magnitude. It's going to be more for a business center and comparable events  
43 because we just don't have the large tracts of land left.

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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.

Miranda Fitzgerald, Esquire/Applicant Representative, with Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, Florida 32801, came forward and addressed the Board in favor of the proposed PUD Amendment. She said, it's hard to believe it's been since the early 90's that both of us here were doing the same things on this project. The application has been filed in the name of Guggenheim Retail Real Estate Partners. I want to give you a little more background on this than Mr. Schindler did because we do have a very specific plan, we just haven't submitted it to the City formally yet, but I thought you-all would be interested in seeing what we have in mind.

Ms. Fitzgerald introduced persons with her this evening; William Bowser with Noah Corporation, Ray Parker with Guggenheim, and their engineer, Doug Dyer, in case the Board had any questions. She stated, realizing that site planning issues really aren't before you tonight, but I thought you would be interested in seeing what we are proposing. The site in Primera where this will be located -- this is Currency Circle (indicating to overhead projector) in the Primera project, and the property that is being sold is Tract 2B, which is kind of in this location right on the lake. That is an important factor, as you will hear from Bill Bowser. I'm going to have Bill Bowser come up and show you in detail (gives thumb drive to Mr. Omana for displaying on overhead projector).

Ms. Fitzgerald said, the idea for this is to have -- Gary called it an events center. The PUD for -- ever since its inception, we have had provisions in there for assembly halls and gathering places, and the only thing that we didn't do at the time -- we had it in a number of parcels -- that as a permitted use. Unfortunately, we didn't have it in the one tract that they wanted. So, what we have done is -- one of the changes that we are proposing is to actually add that same language, assembly halls with food service. It was previously in the approval -- it was and/or catering -- it was, and catering facilities, and because this proposal doesn't have catering facilities included, they bring food in, we have made that in this proposal optional; that you could either have food service or not. We have added that language in the section dealing with Tracts 1A, 2A, 2B, 2D and 2E. It wasn't there before. So, that is a change.

1 Ms. Fitzgerald stated, I will tell you that we have had already meetings with the  
2 Mayor, the City Manager, and the Commissioners because we wanted to show  
3 them specifically what was envisioned on this site. I'll be completely candid -- I  
4 mean, we were concerned because the City has an events center, but this will be  
5 a different type. I mean, when you see the photos and hear Bill talk about it, it's  
6 really a different vision and for a different purpose. There will be some overlap,  
7 but our feeling is that the people that are going to be attracted to this events  
8 center are going to be different from the ones that would go to the City's Event  
9 Center; completely different appearance, different venue, different feel. This has  
10 a much more corporate feel than the antebellum feel that the City's Events  
11 Center has. It's gorgeous, but they are just very different. The reaction has been  
12 very positive. One of the things that we learned in the meetings that we have  
13 had with the elected officials and the City Manager is the City's Event Center is  
14 completely booked. I mean, it's just going gang busters. So, the thought was  
15 that there is certainly room for another place where you can have events and  
16 meetings. Candidly, one of the things that made Primera so attractive to this  
17 company as a site is because it does have hotels and because it does have so  
18 much office already built because, again, their market is Corporate America  
19 primarily. The hotels that are there are excited about this because they're, pretty  
20 much, dead on the weekends and this will give them an opportunity for some  
21 more business as people book events on the weekends. So, I think it's going to  
22 be a really nice synergy and I'm hoping we can show you what it's going to look  
23 like.

24  
25 Bill Bowser, 4080 N. Wooden Shoe Lane, Peoa, Utah 84061, came forward and  
26 addressed the Board in favor of the proposed PUD Amendment. He said, it's  
27 good to be in Florida this time of year from Utah. In terms of this type of event  
28 center for us, I believe Lake Mary would be number 17 for us. We have facilities  
29 operating around the country. We typically put them in corporate business parks.  
30 We like to be close to our corporate users during the week, and then on the  
31 weekends when corporate parks tend to be more quiet, it actually makes a great  
32 atmosphere to host weddings, anniversaries, and social events.

33  
34 Mr. Bowser stated, I have some pictures here (Mr. Omana puts thumb drive in  
35 laptop and is operating overhead projector where slide show is being conducted  
36 while Mr. Bowser explains pictures). This happens to be our Richardson, Texas,  
37 facility exterior. These are 10,300 square feet. This building design is a bit of a  
38 culmination of about nine years of research and trial and error based on what we  
39 find the most demand in the marketplace for. As I mentioned, primarily during  
40 the week, you are going to see corporate events, and then on Fridays and  
41 Saturdays, you are going to see social events.

42

1 Mr. Bowser requested Mr. Omana switch to the next slide. He said, we have an  
2 outdoor patio. At this particular site, this will be facing the lake there. We  
3 actually have a masonry brick wall that will go around on the sides, but then  
4 wrought iron that will face the lake.  
5

6 Mr. Bowser requested Mr. Omana switch to the next slide. He stated, primarily,  
7 the outdoor space is used for -- a lot of brides enjoy getting married in the  
8 outdoors. So, primarily, that is what the patio is used for. Occasionally, the  
9 corporate events, on the nicer days, will set up for lunch. Our main hall is 3,000  
10 square feet. These are very high-finish buildings, five-star finish. On a local  
11 basis, we, pretty much, go after the local market. We really aren't trying to attract  
12 the regional user or the national user or anything like that. We find that our  
13 wedding users will come from 30 or 40 miles away, which you would anticipate  
14 the draw in this particular site, but primarily our corporate users are five to ten  
15 miles away. In the main hall, you can see the ceiling is decorated. We actually  
16 have a grid system where that whole ceiling lowers down to about five feet so  
17 that people can customize that ceiling and corporate users can use it a variety of  
18 ways as well. It's a very high-tech facility. It has all of the latest hookups and  
19 gadgetry and whatnot for some pretty amazing presentations.  
20

21 Mr. Bowser requested Mr. Omana switch to the next slide. He said, there you  
22 can see the ceiling is configured slightly different, the tables and chairs. People  
23 are allowed to bring their own food service in, if you want to have a pot-luck-type  
24 event. Also, during the weekdays in the evenings, we like to support the local  
25 soccer clubs, baseball, football, banquets, those types of activities, things like  
26 that. We try to get involved in those sorts of things as well in this space.  
27

28 Mr. Bowser requested Mr. Omana switch to the next slide. He stated, there is  
29 just a slightly different look again. Just trying to show the variety of how people  
30 can customize the space.  
31

32 Mr. Bowser requested Mr. Omana switch to the next slide. He said, and in a  
33 business conference setting, we can accommodate about 360 in the main hall.  
34 You can see now how the stage is up. It's actually an hydraulic stage that goes  
35 up and down out of the floor. So, during a wedding, you may start with it up and  
36 then drop it into the floor where it becomes a dance floor then.  
37

38 Mr. Bowser requested Mr. Omana switch to the next slide. He stated, there is  
39 just a different perspective onto the room.  
40

41 Mr. Bowser requested Mr. Omana switch to the next slide. He said, this is our  
42 very transitional room. This is a boardroom. This will seat 18 at the boardroom  
43 table. Once again, the high-tech connections. What's unique about this room is

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it makes a great boardroom atmosphere, once again, thinking local clientele, but that table actually drops into the floor as you would see in the next picture.

Mr. Bowser requested Mr. Omana switch to the next slide. He stated, there it is, different perspective from a game room. I guess the table is not in the floor yet there.

Mr. Bowser requested Mr. Omana switch to the next slide. He said, now you can see the boardroom table is gone and, in this particular setting, we used that room for a cocktail space or -- next to the small conference room, which would be the next picture.

Mr. Bowser requested Mr. Omana switch to the next slide. He stated, there it is configured again. The carpet tiles now that are -- that is actually covering up the boardroom table that is in the ground now; from that perspective.

Mr. Bowser requested Mr. Omana switch to the next slide. He said, same room again -- actually, we flipped between two locations there. I can see by the paint color, but this room can also be configured, as you can see, a small banquet space.

Mr. Bowser requested Mr. Omana switch to the next slide. He stated, and then the small conference room. Through those doors there in the back, you can adjoin to the game room/boardroom so that you can -- the concept that we have come up with and that we use on a regular basis is you can use one room or you can use all four rooms. They work very much synergistically together or on their own. So, this is set up for a small business presentation.

Mr. Bowser requested Mr. Omana switch to the next slide. He said, and there, once again, same room, but banquet setting.

Mr. Bowser requested Mr. Omana switch to the next slide. He stated, different setting. Once again, very flexible space. Lots of light.

Mr. Bowser requested Mr. Omana switch to the next slide. He said, and in a classroom setting as well.

Mr. Bowser concluded his presentation by saying, so, that just gives you a feel of the type of facility we operate. And, once again, it's basically designed for, on a corporate level, what you have here in your community and perhaps the very close neighboring communities, but as a weekend center, like I say, we'll pull 30, 40 miles away for those types of events.

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Ms. Fitzgerald stated, that's really what we wanted to show you. Just to give you a sense of where we are timing-wise. We have been working on site plans. They will follow the approval of the PUD, if we move forward to City Commission, and we hope to have construction going on this quite soon. We appreciate you listening and would very much appreciate your recommendation of approval. It's nice to see you-all. Thank you.

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

Alternate York commented, I'd just like to say I think it's a great project and I'm looking forward to seeing it come to fruition.

Chairman Hawkins commented, yeah. I think so, too. I'm in favor of it.

Alternate York further commented, especially because -- you mentioned the Events Center. I know that that's been a problem. I'm looking for a reception venue for my own upcoming nuptials. So, I know how problematic that can be.

**MOTION:**

**Member Schofield moved to recommend approval to the City Commission the request by Miranda Fitzgerald, Esquire, regarding a PUD Amendment to revise the Primera PUD to allow an event center located at 840 Currency Circle, Lake Mary, Florida, providing for the Fifth Amended and Restated Developer's Agreement, consistent with Staff Findings of Fact listed on page 3 of the Staff Report and to include revisions to the Open Space Bank (see sheet attached). Alternate York seconded the motion, which carried unanimously 5-0.**

Mr. Omana announced that this item will move forward to the City Commission's second cycle in March.

[This space intentionally left blank]

<b><u>Building Height</u></b>	<b><u>Open Space Requirement</u></b>
Up to 35 feet	35%
36-45 feet	40%
46-70 feet	45%
71-95 feet	60%

The above Open Space requirements have been and shall continue to be apportioned or prorated for any building with height between the limits stated above. The Developer shall notify the City of the amount of Open Space, if any, to be taken from the "land bank" of Open Space to apply to the Open Space requirement of a given tract or parcel being developed within Primera. The Open Space Bank contains 35.3 acres, of which 14.54~~15.12~~ acres have been committed to developed tracts, leaving a balance of 20.76~~18~~ acres available for future use. Developer shall also be permitted to obtain a "credit" for any tract or parcel of land within the Project which is developed with a percentage of Open Space greater than that required hereunder. Such "credit" may be apportioned and attributed by the Developer to the development of other parcels or tracts within the Project on the same basis as the designation to be taken from the "land bank" of Open Space. Provided, however, that the on-site Open Space for Tract 1A shall be a minimum of 25%, Tracts 2A, 2B, 2D, and 2E shall be 15%, and Tract 3 shall be 30%. A minimum of 60% open space shall be required for each parcel in Tracts 6 and 7. This open space requirement shall be comprised of not less than 35% open space within the boundaries of the development parcel or lot. The remaining 25% of the minimum open space requirement may, at the Developer's option, be satisfied from the open space bank and buffers to be designated on the plat for Tracts 6 and 7. All other Tracts shall have a minimum of 35% on-site open space. Minimum on-site Open Space shall be a percentage of the gross land area contained within said tract or parcel to include any easements or buffer zones within said parcel or tract, except in Tracts 2A, 2B, 2D, and 2E in which on-site Open Space is exclusive of buffer zones.

(e) Off-Street Parking. Off-street parking requirements shall comply with the provisions of Appendix B of Chapter 155 of the City of Lake Mary Code, except that Section 2 "Off-Street Parking Requirements" is amended to permit the developer of any tract to pave for each parking space an area nine feet (9') in width by eighteen feet (18') in length. As to the development of office buildings on individual tracts or parcels within Primera, Appendix B, Chapter 155, Section 2(C)(2), of the City of Lake Mary Code is amended to provide for one (1) space for each 250 square feet of gross floor area.

QUASI-JUDICIAL SIGN-IN SHEET

2/25, 2014  
P+2 MEETING

(please print)

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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



## MEMORANDUM

DATE: April 3, 2014

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Radley Williams, Recreation Chief

SUBJECT: Ordinance No. 1504 - Amending Chapter 92 of the Code of Ordinances to establish fees for Summer Camp - Second Reading (Public Hearing) (Radley Williams, Recreation Chief)

---

With the opening of the new Lake Mary Community Center on schedule for spring 2014, staff is in the process of planning the return of the summer camp program for summer 2014. To better identify the current market rate for summer camp programs in the area, staff conducted an analysis of surrounding cities. Fees charged for summer camp programs were identified. A chart summarizing this analysis has been attached for Commission review.

The proposed fee structure calls for camp to run in 4 (four) two-week sessions and 1 (one) one-week session. The camps will be all inclusive to include three field trips a week. City residents will receive a 20% discount on camp fees. The proposed fee structure was developed based on the market analysis and direct cost of refreshments, staffing, trips and materials. A full direct cost recovery for the summer camp program is anticipated.

### PROPOSED Summer Camp Fees

#### Two-Week Program

City Resident: \$200 per child

Non-Resident: \$250 per child

#### One-Week Program

City Resident: \$100 per child

Non-Resident: \$125 per child

Late Pick-up Fee

\$5 for every 10 minutes late

**RECOMMENDATION:**

Request Commission adopt Ordinance No. 1504 establishing fee structure for the Summer Camp Program.

Attached:

1. Summer Camp Fee Comparison

**ORDINANCE NO. 1504**

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 92 OF THE CODE OF ORDINANCES ENTITLED "PARKS AND PLAYGROUNDS"; ESTABLISHING SECTION 92.90 ENTITLED "SUMMER CAMP"; ESTABLISHING FEES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City is opening a new community center and plans for the return of a summer camp program for summer 2014; and

WHEREAS, it is necessary to establish fees for conducting summer camp.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION:

**SECTION I.** Chapter 92 of the Code of Ordinances is hereby amended as follows:

**CHAPTER 92: PARKS AND PLAYGROUNDS**

**SUMMER CAMP**

**§ 92.90 FEES.**

A. The following fees are hereby established for summer camp.

Two-Week Program

City Resident\*: \$200 per child

Non-Resident: \$250 per child

One-Week Program

City Resident\*: \$100 per child

Non-Resident: \$125 per child

Late Pick-up Fee

\$5 for every 10 minutes late

\*A resident is someone who lives within the corporate city limits of Lake Mary. Proof of residency will be required. Full-time City employees shall pay the same fee as a resident.

**Section II. Severability.** If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of the Ordinance. If this Ordinance or any provisions thereof shall be

held to be inapplicable to any person, property, or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

**Section III. Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict herein are hereby repealed to the extent of any conflict.

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

**Section V. Effective date.** This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 3rd day of April, 2014.

FIRST READING: March 20, 2014

SECOND READING: April 3, 2014.

CITY OF LAKE MARY, FLORIDA

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

ATTEST:

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

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

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

# Lake Mary Community Center

## Summer Camp Fee Comparison

Lake Mary <b>PROPOSED</b>	Session Length	Session Rate	Discount	Additional Notes
<b>Resident</b>	<b>2-week</b>	<b>\$200</b>	<b>20%</b>	<ul style="list-style-type: none"> <li>• Offer four 2-week sessions and one 1-week session (9 weeks total)</li> <li>• The 1-week session would be charged at a rate of ½ the 2-week session rate.</li> <li>• Ages 6-11, children enrolled in elementary school for 2013-2014 school year.</li> <li>• Three field trips per week.</li> </ul>
Non-Resident	2-week	\$250		
<b>Resident</b>	<b>1-week</b>	<b>\$100</b>	<b>20%</b>	
Non-Resident	1-week	\$125		
Late-pickup fee	\$5 for every 10 minutes late			
Early Bird Discount	None	None	None	

Winter Springs	Session Length	Session Rate	Discount	Additional Notes
<b>Resident</b>	1-week	\$90	18.2%	<ul style="list-style-type: none"> <li>• Offer 9 weeks of camp</li> <li>• Ages – children <i>enrolled</i> in elementary school for the 2013-2014 school year</li> <li>• Two – three field trips per week</li> <li>• Ages 6-14 (must have completed Kindergarten)</li> </ul>
Non-Resident	1-week	\$110		
Late-pickup fee	\$5 per every 5 minutes late			
Early Bird Discount	None	None	None	
<b>Longwood</b>	<b>Session Length</b>	<b>Session Rate</b>	<b>Discount</b>	<b>Additional Notes</b>
<b>Resident</b>	1-week	\$115	17.4%	<ul style="list-style-type: none"> <li>• Offer 8 weeks of camp</li> <li>• Ages 6-12</li> <li>• All field trips are offered at an additional cost</li> <li>• Offer 9 weeks of camp</li> <li>• Ages 6 – 13 (age determined as of September 1, 2014)</li> <li>• Two field trips per week</li> </ul>
Non-Resident	1-week	135		
Late-pickup fee	\$5 for every 5 minutes late			
Early Bird Discount	\$20 off if registered before 6/2/14			
<b>Sanford</b>	<b>Session Length</b>	<b>Session Rate</b>	<b>Discount</b>	<b>Additional Notes</b>
<b>Resident</b>	1-week	\$70	0%	<ul style="list-style-type: none"> <li>• Offer 9 weeks of camp</li> <li>• Ages 6 – 13 (age determined as of September 1, 2014)</li> <li>• Two field trips per week</li> </ul>
Non-Resident	1-week	\$70		
Late-pickup fee	\$5 for every 10 minutes late			
Early Bird Discount	None	None	None	
<b>Oviedo</b>	<b>Session Length</b>	<b>Session Rate</b>	<b>Discount</b>	<b>Additional Notes</b>
<b>Resident</b>	1-week	\$135	6.9%/22.9%	<ul style="list-style-type: none"> <li>• Offer 9 weeks of camp</li> <li>• Ages 6 – 13 (age determined as of September 1, 2014)</li> <li>• Two field trips per week</li> </ul>
Non-Resident (member)	1-week	\$145		
Non-Resident (non-member)	1-week	\$175		
Late-pickup fee	1-15 mins late= \$5/after 15 mins= \$1 per minute			
Early Bird Discount	\$10 off per weeks that are paid before 5/12/14			
<b>Altamonte Springs</b>	<b>Session Length</b>	<b>Session Rate</b>	<b>Discount</b>	<b>Additional Notes</b>
<b>Resident</b>	9-weeks	\$335	25.6%	<ul style="list-style-type: none"> <li>• Offer 9 weeks of camp</li> <li>• Ages 6-12</li> <li>• All field trips are offered at an additional cost</li> </ul>
Non-Resident	9-weeks	\$450		
Late-pickup fee	\$15 per occurrence, after 2 warnings			
Early Bird Discount	None	None	None	



## MEMORANDUM

DATE: April 3, 2014

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Tom Tomerlin, Economic Development Manager

SUBJECT: Resolution No. 934 - Adopting Lake Mary Vanpool Grant Program (LMVPG) for SunRail (Tom Tomerlin, Economic Development Manager)

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### **DISCUSSION:**

This item was previously discussed at a City Commission work session held on March 20, 2014. The item is being brought back to the Commission for additional feedback, or adoption. The grant program guidelines have been modified to reflect payment of grant funds directly to a participating agency, and installing a limit of one grant per agency in a given year. The amount of funding to run the proposed program has revolved around an ability to fund six (6) to twelve (12) grants, or roughly \$25,000 to \$50,000 per fiscal year, respectively.

### **BACKGROUND:**

The SunRail Commuter Rail system will begin revenue operation in May, 2014. Construction on the Lake Mary SunRail Station Stop is nearing completion, and a new transportation option will soon be available to both City residents and businesses. As a commuter train system, SunRail's primary objective is to transport commuters to their place of employment. Much discussion has centered on what is commonly referred to as "the last mile" – an expression for getting SunRail passengers to their final destination (i.e., workplace).

The City of Lake Mary's primary employment base is spatially associated with the Interstate 4 area. As such, the City has been actively exploring options for connecting potential SunRail passengers to major employers located beyond walking distance from the station stop.

In addition to enhanced regular bus service, this workshop item introduces a unique grant program intended to encourage employer participation in the LYNX Agency Vanpool program. The proposed grant program is a matching grant, from the City of Lake Mary, that will offset half of the lease payment associated with a LYNX Agency Vanpool rental. A set of grant guidelines (Attachment "A") is provided for discussion purposes. Additional information about the proposed grant program is outlined within these guidelines.

### **RECOMMENDATION:**

1. That the City Commission provide feedback on the proposed Lake Mary Vanpool Grant Program and funding level for consideration at its April 17, 2014, City Commission meeting; or
2. Continue this item onto today's April 3, 2014, regular City Commission Agenda for consideration and adoption of the attached Resolution (including funding level); or
3. Deny the establishment of the proposed grant program.

### **ATTACHMENTS:**

- Grant Program Enabling Resolution
- Proposed Lake Mary Vanpool Grant Guidelines (revised)
- LYNX Agency Vanpool Flyer

**RESOLUTION NO. 934**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ADOPTING THE DOCUMENT ENTITLED “CITY OF LAKE MARY VANPOOL MATCHING GRANT PROGRAM”; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Lake Mary, Florida, desires to promote the usage of the SunRail Commuter Train; and

**WHEREAS**, The City of Lake Mary, Florida, has determined that the City of Lake Mary’s SunRail Station Stop is located within the City’s Downtown Master Plan Area and is an area of special interest to the City; and

**WHEREAS**, The City of Lake Mary recognizes that an effective commuter rail system requires the ability to connect commuters to their place of employment; and

**WHEREAS**, The City of Lake Mary, Florida, has developed the “City of Lake Mary Vanpool Matching Grant Program” to foster the use of SunRail by commuters traveling to their place of employment in the City; and

**WHEREAS**, The “City of Lake Mary Vanpool Matching Grant Program” will allow for a matching grant subsidy to help offset the monthly lease cost associated with the LYNX Agency Vanpool Program; and

**WHEREAS**, The City Commission of the City of Lake Mary, Florida, has determined that the “City of Lake Mary Vanpool Matching Grant Program” is in the best interest of the City and the public.

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

1. Adopt the document entitled, “City of Lake Mary Vanpool Matching Grant Program”, included as Attachment “A”.
2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this \_\_\_\_ day of April 2014.

CITY OF LAKE MARY, FLORIDA

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MAYOR, DAVID J. MEALOR

ATTEST:

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CITY CLERK, CAROL A. FOSTER

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

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CATHERINE REISCHMANN, CITY ATTORNEY

# DRAFT

## Attachment "A"

### City of Lake Mary - VanPool Matching Grant Program \*\*Program Guidelines\*\*

#### PURPOSE

The City of Lake Mary's VanPool Grant is designed to help facilitate the movement of commuters to and from the Lake Mary SunRail Station Stop located at 2200 W. Lake Mary Boulevard. The program provides a matching grant subsidy to help offset the monthly lease cost associated with the LYNX Agency VanPool Program (<http://www.golynx.com/riding-lynx/van-pool.shtml>).

The main goals of this grant program are to:

- encourage SunRail usage;
- reduce traffic on area streets;
- create and sustain new jobs; and
- help promote activity in and around the City's SunRail Station Stop.

To qualify for this grant, an Agency (i.e., business) must be within the City of Lake Mary, in addition to other program criteria. All grants are discretionary and awards are subject to funding availability.

#### PROGRAM

The Lake Mary VanPool Grant (LMVPG) provides lease/rent assistance on behalf of qualifying employers up to one-half of the monthly lease payment, not to exceed \$345 per month, for up to twelve (12) consecutive months. The maximum total subsidy per business is \$4,140.

Funding is budgeted on an annual basis and awarded on a first-come, first-served basis. All applications are subject to City Commission approval.

#### FUNDING LIMITS & ELIGIBILITY

The total funding allocation for this program shall be determined by the City Commission at a regular meeting or during the budget hearing process. Applicants must meet all of the following requirements in order to be eligible to receive assistance through the Lake Mary VanPool Grant (LMVPG):

1. Applicant Business (referred to as an "Agency") must be located within the City of Lake Mary and meet all lease requirements associated with the LYNX Agency VanPool Program.
  - a. The Agency must have an executed lease agreement with LYNX for the Agency VanPool Program. The LMVPG grant application may be processed concurrently with the LYNX Lease Agreement.
2. The Agency must be properly licensed and approved by the City of Lake Mary.
3. Grant funds, if approved, will be paid in monthly installments for a maximum of twelve (12) consecutive months to the Agency.
4. The maximum total lease/rent subsidy for Agency applicants is limited to one-half of the monthly lease payment, exclusive of gas and driver costs, up to \$345 per month, with a total rent subsidy of no more than \$4,140 per business.

## GRANT TERMS & CONDITIONS

1. All LMVPG awards are tied to a van route connecting the employer's physical location within the City to the Lake Mary SunRail Station Stop.
2. Grant funds, for lease payment, will be paid to the Agency that is open for business, paying wages, and transporting employees from the SunRail Lake Mary Station Stop to and from the Agency's location.
3. The responsibility for all lease payments is between the parties to the LYNX Agency VanPool lease agreement.
4. The City will not be a party to any lease agreement between an Agency and LYNX, and neither bears nor accepts any responsibility for payment of lease at any time, nor penalties incurred for the late arrival of lease payments.
5. The City of Lake Mary reserves the right to approve or deny LMVPG applications and to discontinue payments at any time if in its sole and absolute discretion it determines that the business will not further the goals and objectives of the program. The receipt of past payments is not a guarantee of future subsidy payments.
6. Should the Agency discontinue its month-to-month lease agreement with LYNX, the City will likewise discontinue the lease subsidy to the Agency. The Agency must give 30-day notice to the City of its intent to discontinue its LYNX Agency Vanpool agreement.
7. Arrangements for a Van Driver are between LYNX and the Agency.
8. The LMVPG is limited to one grant per Agency during any one-year period.

## PROCEDURES FOR IMPLEMENTATION

1. Application Process – All applicants are required to meet with City staff to review eligibility requirements before submitting an application. Applications are not considered complete until all requested documentation has been received by the City. Application packets must include the following documentation:
  - a. Completed application form;
  - b. Copy of executed LYNX Agency VanPool lease;
  - c. The number of employees that will participate in the VanPool in the form of a weekly schedule;
  - d. Any other documents as specified in the grant application.
2. Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, City staff will present the funding request to City Commission for approval. Staff will notify the applicant and LYNX of approval, if granted.
3. Grant Payments – VanPool Lease subsidy payments will begin at the beginning of the first full month that the Agency is participating in the program. Payments will be submitted directly to the Agency, provided all the conditions of the grant are in compliance. A maximum of twelve (12) consecutive monthly payments may be made.
4. Reporting – By accepting the grant, the applicant agrees to comply with any reporting procedures as outlined in the grant agreement. Reporting may include, but is not limited to, work schedules, and reporting forms as deemed necessary by the City.



## **VanPool** with LYNX®

### **How the Agency VanPool works**

An organization or business leases a van from LYNX®  
to provide transportation to employees or clients



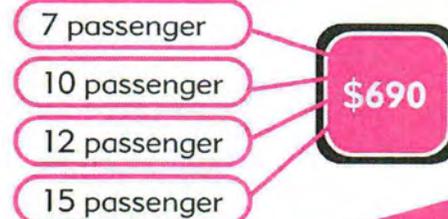
#### **Lease Includes**

- Vehicle
- Maintenance
- Insurance
- Month-to-Month agreement (no long term contract)
- Routes and frequency are determined by agency leasing vehicle
- Agency pays for fuel cost and provides their own driver (one or multiple)

#### **Benefits**

- » No capital cost to purchase vehicle
- » Wear-and-tear included in lease
- » Program covers all maintenance costs
- » Insurance is included
- » Great benefit for employees
- » Direct route/door-to-door service option

#### **Pricing and Sizes**



for more info call  
**[407] 843-POOL**



## **CITY MANAGER'S REPORT**

DATE: April 3, 2014  
TO: City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: City Manager's Report

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### **ITEMS FOR COMMISSION ACTION:**

None

### **ITEMS FOR COMMISSION INFORMATION:**

None