



**LAKE MARY CITY COMMISSION
Lake Mary City Hall
100 N. Country Club Road**

**Regular Meeting
AGENDA
THURSDAY, JUNE 19, 2014
7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: June 5, 2014**
- 6. Special Presentations**
- 7. Citizen Participation**
- 8. Unfinished Business**
- 9. New Business**
 - A. Approval of Jobs Growth Incentive Interlocal Agreement with Seminole County for CareMed Pharmaceutical Services (Tom Tomerlin, Economic Development Manager)**

- B. Ordinance No. 1510 - Rezone property at 128 W. Wilbur Ave. from C-1, General Commercial, and R-1A, Residential, to DC, Downtown Centre; Pastor Terry D. Baum, No Limits Church, applicant - First Reading (Public Hearing) (Steve Noto, Senior Planner)**
- C. Resolution No. 940 - Vacate a portion of North First Street, a 24.47' wide right of way; Applicant: Station House Apartments, LLC/Justin Sand (Public Hearing) (Steve Noto, Senior Planner)**
- D. Request to amend the Right-of-Way Utilization Agreement for Station House Apartments, LLC to provide for the inclusion of a 24.47' wide portion of North First Street Right of-Way (Steve Noto, Senior Planner)**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Release of Performance Surety for Enclave at Tuscany Subdivision**
- b. SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement**

B. Items for Information

- a. Monthly department reports**

12. Mayor and Commissioners Report - 3

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: July 3, 2014 - canceled
July 17, 2014**

1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held June 5,
2 2014, 5:30 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 Dianne Holloway, Finance Director
9 Commissioner Thom Greene – Absent John Omana, Community Dev. Dir.
10 Commissioner Jo Ann Lucarelli Gary Schindler, City Planner
11 Steve Noto, Senior Planner
12 Tom Connelly, City Engineer
13 Bryan Nipe, Parks & Recreation Dir.
14 Bruce Paster, Public Works Director
15 Dave Dovon, Asst. Public Works Dir.
16 Tom Tomerlin, Economic Dev. Mgr.
17 Steve Bracknell, Police Chief
18 Mary Campbell, Deputy City Clerk
19

20 The work session was called to order by Mayor David Mealor at 5:32 P.M.
21

22 Items for Discussion:
23

24 I. Proposed Country Club Right-of-Way Improvements (Update) (John Omana,
25 Community Development Director
26

27 Mr. Omana said in February of this year the Commission directed staff to look into the
28 costs of realigning Country Club Road as it related to the proposed traffic circles. The
29 reason for this direction was focused on two main issues. The brick building off of
30 Crystal Lake encroached into the right-of-way and parking areas on the west side
31 between Wilbur and Crystal Lake also encroached. There were some additional gaps
32 between the right-of-way lines of Country Club Road.
33

34 Mr. Omana noted Jeremy Owens, professional engineer with CPH Engineers, was
35 present. He is the project manager and had been working with us closely on issues of
36 design, layout, and compatibility. He said per Commission direction in February, Mr.
37 Owens developed a cost estimate. That total project cost came out to \$953,600 and is
38 broken down as follows. The realignment was in the neighborhood of \$370,000; a
39 special traffic signal for emergency use came out to \$200,000. That is the special
40 signal that would allow the fire department to traverse Crystal Lake and come south on
41 Country Club Road. It is a very technical and specialized system. Just the Wilbur
42 Avenue circle came out to \$165,600 and the Crystal Lake Avenue circle came out to
43 \$218,000, for a total of \$953,600.
44

45 Mr. Omana said in April of this year the City had the opportunity to conduct some traffic
46 counts along Country Club Road and these counts registered approximately 43,000

1 trips over a four-day period which is an average of 14,000 trips per day. In light of those
2 counts and in light of the fact that SunRail is doing what it is doing, EPOCH is
3 continuing with their construction of the 200 units and Mr. Chris Mahken has a site plan
4 filed for a 31,000 S.F. office/restaurant use facility building. We got together and felt it
5 was a good idea to present the following option to the City Commission for
6 consideration, namely to put a traffic signal somewhere on Country Club—either Crystal
7 Lake or Wilbur—and supplement it with directional signage. We asked the benefits of a
8 signal on Country Club Road and those are outlined in the memo but would touch upon
9 the following. With a signal you have more control of that intersection. With that it
10 results in better and improved public safety. The signal eliminates any permanent
11 structure in the rights-of-way, it eliminates the traffic circles at Wilbur and Crystal Lake,
12 and would also eliminate the right-of-way alignment due to the existing lanage that is to
13 be used. Based on the cost figures presented this evening, that could create a potential
14 cost savings of just over \$700,000 which could be used for other beautification or
15 improvement projects.

16
17 Mr. Omana said the question before the Commission is do they want staff to continue
18 with the traffic circle project or pursue the feasibility of a traffic signal somewhere on
19 Country Club Road. He said he talked to Brett Blackadar (County Engineer) earlier in
20 the week and shared some ideas and concepts about our traffic issues. It was his
21 opinion that a Wilbur Avenue signal would be a good idea relative to what we have
22 going in our Downtown. With EPOCH and that garage feeding off onto Wilbur would
23 direct traffic into that intersection and a signal would make sense. We also talked about
24 some operational issues on Country Club Road and a regional study would be merited
25 in light of the fact that we have so many variables going on in our Downtown. Right now
26 we have EPOCH, SunRail, and road closures due to construction. Once we open this
27 road and are able to get a better flowing of traffic, it would merit taking a look at this
28 scenario Downtown once again and with that traffic analysis done allow us to better say
29 we will work with that signal, and we need to do X, Y and Z as a supplement to that.

30
31 Mayor Mealor said if we are going to do a light, Wilbur is the right place for it because of
32 the stacking issues.

33
34 Commissioner Brender said it is a big difference in cost. He asked what they were
35 initially looking at for these traffic circles.

36
37 Mr. Omana said traffic circles in our capital budget sheets came out to \$350,000. We
38 have estimated that a signal itself would cost in the area of \$200,000.

39
40 Commissioner Brender said we were about \$600,000 off on our estimate.

41
42 Mr. Omana said when the Commission asked us to factor in the realignment we had to
43 put that additional figure in.

44
45 Commissioner Brender said other than the aesthetics, he asked if the traffic circles
46 significantly improve flow versus an intersection light.

1
2 Mr. Omana said he would answer that as a planner. He said in his opinion a signal
3 would provide a better flow situation in the fact that you would have a controlled
4 situation at that point of intersection. You would have control over those movements
5 when they are timed, are they separated, are they segmented plus you would have an
6 organized form of queuing whereby in a traffic circle scenario you may have what is
7 perceived to be a constant flow but it's not going to be timed or segmented as it would
8 be with a signal.

9
10 Commissioner Brender said aesthetically a traffic circle is easier to look at and was
11 trying to think where they would spend \$700,000.

12
13 Deputy Mayor Duryea said he had a concern watching what happens on Country Club
14 Road every day. It is stacked up almost to the Events Center, almost to the fire
15 department on Crystal Lake Avenue, and right now as he walked over here it was
16 stacked up to the carpet place and people couldn't turn or move. He thought the traffic
17 circle complicates the problem. He said he had no problem with a traffic light on Wilbur
18 except that knowing what happens is people will go away from the traffic light back to
19 Crystal Lake Avenue and now we have that bottleneck again.

20
21 Jeremy Owens, Engineer with CPH Engineers, came forward. He said when we started
22 this project a few years ago looking at the traffic circles and looking at the improvements
23 in the Downtown area, one thing that wasn't anticipated was the traffic signal at
24 Palmetto. Now you have a lighted intersection that allows for an additional eastbound
25 movement that isn't there today. As a driver he would rather take the light than go
26 across three lanes of traffic and try to scoot back in. Adding that light is going to help
27 some of the traffic that's coming down Old Lake Mary Road. Looking at this globally
28 now, the County has money budgeted for this intersection as part of the One-Cent
29 Sales Tax that came through and now with Palmetto coming in, traffic is going to be split
30 in different directions. If you have eastbound traffic from Old Lake Mary Road, they now
31 have the option of coming down to Palmetto, coming across the tracks and going to that
32 light. Your westbound traffic is still going to Country Club to get back to the westbound
33 Lake Mary Boulevard. We will see a difference in the traffic as it comes through. A
34 lighted intersection will help in the control and is not backing up as far on Wilbur but now
35 you are going to have a stop condition on Country Club. Once we get this road back
36 open it will help us determine how much of an effect it will be to the traffic once
37 everything is up and running.

38
39 Mayor Meador said we should have an enhancement at Palmetto and Old Lake Mary
40 Road.

41
42 Mr. Owens said on Old Lake Mary Road between Wilbur and Palmetto, we have that
43 one raised crosswalk and we have the decorative intersection there. It is a new stop
44 condition and is one thing DOT had requested to minimize stopping on the tracks.
45 There is a nice controlled access point there that will get people back to the south.

46

1 Commissioner Lucarelli said she didn't object to the light at Wilbur and thought it was a
2 good idea, especially if it helps relieve the traffic on Wilbur and there will be a savings.
3 She said she had seen Country Club backed up to the Events Center too. People are
4 cutting through now and didn't see that was going to change but didn't know if it would
5 make it any worse. Once some of the other roads are back open and you've got that
6 other Palmetto access, you would have a better idea of how it was going to go when
7 you take a look at it at that time. She said she was agreeable to a traffic light on Wilbur.

8
9 Mayor Mealor said our citizens have made a dramatic investment on Lake Mary
10 Boulevard. We don't want it six-laned. You talk regionalization. He asked if he was
11 talking about any expansion of Country Club Road.

12
13 Mr. Omana answered negatively.

14
15 Commissioner Brender said he gathered with the addition of the light at Wilbur would
16 allow easier left-turn movements off Crystal Lake. When the light is red for Country
17 Club Road southbound that opens up.

18
19 Mr. Owens said there should be a gap there. One nice thing too is with the
20 improvements we've got on Old Lake Mary Road and East Crystal, with the road closed
21 today you are going to have a lot of that traffic movement from Old Lake Mary through.
22 They are not going to have the stop sign at East Palmetto to deal with nor are they
23 going to have the raised crosswalk and raised intersection. Where everybody before
24 came all the way down to East Crystal from Old Lake Mary Road, you are going to have
25 a split now of people that are either going to go eastbound down Palmetto or some that
26 are going to come down Wilbur instead. You are not going to stop people from coming
27 down East Crystal.

28
29 Ms. Sova said both our police chief and fire chief have not been in favor of these traffic
30 circles. They have public safety concerns about them that she didn't believe they have
31 ever alleviated. They would prefer a signal.

32
33 Deputy Mayor Duryea said it was mentioned a traffic signal on Country Club Road
34 would save a lot of money. He asked Mr. Omana to explain.

35
36 Mr. Omana said when you don't factor in the realignments and the other factors, he took
37 the capital budget sheet that has the two traffic circles allotted at \$350,000. If we do
38 away with those and just go with a signal our estimate for the signal is \$200,000. Just
39 right there is a savings of approximately \$150,000. When we factor in the realignment
40 which was the Commission's direction back in February, we had to assign a cost value
41 to that so doing simple math, at least on paper, you have a savings of \$753,000.

42
43 Mayor Mealor said there would not be the need for the specialized signalization.

44
45 Mr. Omana said that was correct nor the realignment.

46

1 Commissioner Brender said given the differential cost and hearing from Jeremy
2 (Owens), if the traffic circle is not going to make a difference in the flow of traffic, he
3 can't see spending the money. He would rather throw a few hundred thousand into the
4 park improvements.

5
6 Deputy Mayor Duryea said a light at Crystal Lake Avenue creates a safety at that corner
7 because you can hardly see around the building. On the other hand it will do nothing to
8 allay the traffic problem that that exists at that corner. When traffic is heavy it will still be
9 backed up. He didn't think that helps the problem.

10
11 Commissioner Brender asked if it would be better to do it at Wilbur rather than Crystal
12 Lake.

13
14 Mr. Owens answered affirmatively. He didn't think East Crystal would meet spacing
15 criteria.

16
17 Commissioner Lucarelli asked the spacing requirements.

18
19 Mr. Owens said it varies per classification but thought this one was 660 feet.

20
21 Commissioner Lucarelli said she was good with Wilbur.

22
23 **It was the consensus of the Commission to pursue the alternate plan of**
24 **signalization at Wilbur Avenue and Country Club Road.**

25
26 Mayor Meador said there are some significant cost savings. We had discussion with
27 public safety and others about moving people for different events from one side of
28 Country Club to this side. He asked if they could have a discussion on how to safely get
29 people across Country Club.

30
31 Mr. Omana said as part of our enhancement package with FDOT, we included a
32 provision for special crossing beacons based on studies done by the police department
33 so we already have that incorporated.

34
35 Commissioner Brender said he didn't want to give up on aesthetics. Let's reserve some
36 funding for Crystal Lake and Wilbur and make it look as good as you can make a light
37 look.

38
39 Mayor Meador said in terms of mast arms or something. There is an architectural
40 preference in keeping with Downtown.

41
42 II. Results of Survey of Downtown Businesses (Tom Tomerlin, Economic
43 Development Manager

44
45 Mr. Tomerlin said this is a briefing for information purposes. There is no action required
46 but hopefully we can have some conversation about some of the findings of this survey.

1 The survey was conducted over the months of March and April. The delivery method
2 for this 26-question survey was LPC (Leather Personnel Carrier). He walked around
3 and delivered this survey.

4
5 Mr. Tomerlin said the study area for the survey is basically the area delimited by the
6 Downtown Master Plan which is depicted on the screen. We got a 23% response rate.
7 A total of 70 surveys were administered and we got 16 surveys back. Twenty-three
8 percent response rate is not bad. We can't deduce that this is statistically valid for the
9 entire Downtown area and all its businesses. However, it is feedback from 16
10 businesses which is useful.

11
12 Mr. Tomerlin showed a graphic on the overhead. It is a question asking about
13 challenges that the Downtown businesses might be having. The thing that pops out
14 about this particular summary of responses is the "No Challenge" depicted by the red
15 bars. The red bars are overwhelming the entire analysis because most of the people
16 who responded to the survey did not identify much of these as a challenge for them
17 doing business in Lake Mary.

18
19 Mr. Tomerlin said he put some arrows towards the ones that did stand out in terms of
20 being a minor or major challenge. The large red arrow is depicting parking. We did get
21 parking stand out as a minor or major challenge. The other smaller orange arrows are
22 identifying other challenges. In excess of 40% of the respondents identified recruiting
23 employees as a challenge and in-town and out-of-town competition as a challenge and
24 are things a city government can do very little about. We had a little challenge about
25 rent and business regulations.

26
27 Mr. Tomerlin showed a graph of responses to the question of how strongly you agree or
28 disagree with the following statements. Everything in the orange bar is strongly agreed.
29 He gave a gold star to several that are quite high. Police protection is outstanding and
30 is 81%. He gave a gold star to fire protection is outstanding and is 88%. My employees
31 show great customer service and 100% of the respondents are proud of their
32 employees. Something really important to highlight is how strongly people believe that
33 Downtown Lake Mary is a good place to do business and is 81%. In the category of
34 somewhat agree, in terms of agreement we are getting in excess of 50% of the lion's
35 share of all of those categories. Each one of those statements is positive statements so
36 when you say you agree to them it is a good thing.

37
38 Mr. Tomerlin said he added in the disagree and strongly disagree. He highlighted with
39 an oval a cluster of an area of concern. One of the statements is the downtown mix
40 helps my business. We had some responders say the downtown mix isn't helping or
41 hurting them. The other area of concern was the look and feel of downtown helps my
42 business. Some responders said they agree or may not agree. He said he was arguing
43 about something less than 15% to 20% when he is talking about this is an area of
44 disagreement so please keep that in mind. The façade draws customers into the
45 building was another area of disagreement. With that cluster of three responses

1 regarding the downtown mix, the look and feel, and the façade for the most part the
2 response has been overwhelmingly positive.

3
4 Mr. Tomerlin said the location of future plans is showing whether or not they own or
5 lease. Seventy percent of the responses were leasing space, 56% are indicating they
6 are satisfied with their location, and 50% are saying they have plans to expand.

7
8 Mr. Tomerlin said next is are you or the owner planning any kind of building
9 improvements. Most of them, because 70% of the responses are leasing, just didn't
10 know.

11
12 Mr. Tomerlin said next is the target market. We can't conclude that this is a statistically
13 valid survey but nonetheless there is a great deal of information value in having this.
14 With just a windshield survey and a walk around town, there is a strong gender focus
15 towards stores that cater to females with the clothing and accessories. That particular
16 response seems fairly accurate.

17
18 Mr. Tomerlin said the target age market is 25 to 44. In terms of what price point you
19 target, an average or high was the greatest responses. Which of the following events
20 increase sales or foot traffic and the Farmer's Market was the biggest and the Holiday
21 (in the Park) was a big slice of the pie. He said he would temper that with the Farmer's
22 Market is offered on a weekly frequency so that makes a difference. The Holiday is for
23 an extended length of time when the holiday lighting is in place. He said the frequency
24 and duration was influencing the response compared to something that might occur
25 once a month such as WineART Wednesday.

26
27 Mr. Tomerlin showed a graph of a mixture of all kinds of results. He pointed out the
28 SunRail. In regard to SunRail most people are talking about using SunRail for leisure
29 purposes. It is a commuter rail by definition and is designed to transport employees to
30 their place of work. Downtown has many thriving businesses. Of all the responses we
31 got it is representing 92 employees. There is an employment base here but we know
32 our employment center is more oriented towards I-4. The question do you expect to see
33 more activity because of SunRail and we had a strong response that said yes. We have
34 some anecdotal evidence that came last night at WineART Wednesday. We were
35 talking to a blogger tracking SunRail and he said he was on the train with two other
36 people riding from Sand Lake Road all the way to this station to participate in WineART
37 Wednesday. It was good to hear that.

38
39 Mayor Meador said he was told at the May WineART that about 8:00 P.M. it was so
40 successful that there were no available dining tables in the Fourth Street district which
41 he thought was a nice spinoff.

42
43 Mr. Tomerlin said this table has some interesting information and it is reflective of the
44 larger Downtown business community. We have some long-standing businesses.
45 Nearly 44% of responses have been in their location for 20+ years. There is the other
46 large concentration of businesses that have been around for one to five years. You

1 have a new group of businesses coming in and put that with businesses that have been
2 around for a long time.

3
4 Mr. Tomerlin said the question where do most of your customers park. Parking was the
5 strong thing in terms of a business challenge as identified by the respondents. Most are
6 parking in a private lot.

7
8 Mr. Tomerlin said the last question asked them to identify a business by name that they
9 would like to see locate in Downtown Lake Mary. Starbuck's was a common response
10 as well as Whole Foods, Jamba Juice, We Berry, First Watch and Peach Valley Café.
11 We had a respondent ask about a hardware store and some identified some chain
12 restaurants such as Chili's and TGIFridays.

13
14 Mr. Tomerlin said this was provided for informational purposes and would be happy to
15 take any questions.

16
17 Commissioner Brender asked Mr. Tomerlin how far up Country Club did he go.

18
19 Mr. Tomerlin said if you were to map where the businesses are, it was shotgun pattern
20 and was widely distributed. He didn't have a concentration.

21
22 Commissioner Brender said through our delineated Downtown.

23
24 Mr. Tomerlin said through the Downtown Master Plan area. It was a shotgun pattern
25 and spread out so it wasn't just Lakeview businesses responding.

26
27 Mayor Mealor said he appreciated the update, and the work Mr. Tomerlin is doing is
28 paying significant dividends for our community.

29
30 III. Proposed Improvements to Central Park (Bryan Nipe, Parks & Recreation
31 Director)

32
33 Mr. Nipe said tonight he would go over some proposals for improvements to Central
34 Park, mainly the frontage around the pond as it relates to Lake Mary Boulevard. On
35 February 20th of this year we had a work session to talk about entry features to our
36 Downtown and get direction on where to go with that. One alternative was brought
37 forward by staff to look at the park and city hall holistically versus columns or signage.
38 We went over some existing conditions but asked to discuss where we sit now.

39
40 Mr. Nipe showed an aerial of Central Park and the pond showing the erosion issues that
41 have been going on for many years. The area around the pond is not nearly as nice as
42 the interior of the park. In these erosion issues nothing grows, we don't have anything
43 structural to hold the soil back, and it is steep grade. In 2004 there was an attempt to
44 do some aquatic plantings to the site to shore it up and provide some level of
45 beautification. With the rise and fall of water even wetland plantings will not survive.

1 They did not survive. There was a small amount put into it overall for such a large
2 space, around \$13,000, in an attempt to solve the problem.

3
4 Mr. Nipe showed the concept brought to the Commission as an alternate to the entry
5 signs was a promenade that would be created around the existing clock tower that
6 would raise up around the shoreline creating some additional events space, beautify the
7 frontage, and expand out on the north side. The remaining areas would turn into a
8 decorative type riprap and we looked into some other landscape improvements. The
9 Commission directed staff to look further into this concept. We hired a landscape
10 architect, Belomo Herbert, and requested they give us three options.

11
12 Mr. Nipe said Concept 1 is similar to what staff proposed. The entry gets enhanced with
13 landscape. The walkway would be widened to match the widen sidewalk near the
14 Farmer's Market to create greater connectivity in this area and would beautify the
15 entrance along with some landscape enhancements. A single sidewalk would be
16 formed to connect over to the promenade area. The promenade area would have
17 pavers around it and enhanced landscape. This concept has a curved arbor that would
18 highlight the area more and some landscape improvements and flowering trees, all in
19 keeping with the existing clock tower and building out around that to create event space
20 or space to congregate. As you continue on around it becomes a promenade along the
21 waterfront. As you continue along that promenade it continues along the existing
22 sidewalk to create that erosion control but also with a beautifying texture replace with
23 decorative-style riprap throughout the remainder. In keeping with beautification going
24 on with this façade we would not forget the look of the shoreline for our visitors. There
25 would be some landscape improvements here and the riprap would be beautification in
26 itself.

27
28 Mr. Nipe showed Concept 2 which is more geometric in its look, design and feel. An
29 enhanced entrance area with paver crossing, paver curb, landscape area, additional
30 palms, and pedestrian tower pass-through feature that could have some signage and
31 could incorporate the LED sign. The designer put in a knoll raised hill that would be
32 graded gently where kids could play, people sit in chairs, and possibly look out over
33 different events. The walkway would continue into the squared area with pavers and
34 would have some sort of arbor with flowering vines and then flowering trees, benches
35 and the typical amenities you would see in a setting like this. You continue with the
36 promenade and then some additional palms. There would be a walk that would connect
37 to the existing walk. It doesn't go all the way into City Hall but would create a
38 connection up to where we have our new Christmas tree. We continue on and stop at
39 the riprap and continue with the existing walkways and the riprap would continue on as
40 with the other plan.

41
42 Mr. Nipe showed Concept 3 which is similar in some aspects with Concept 2 with some
43 of the geometry but adds some more curved area. Much greater improvements and
44 higher end entry feature with a trellis-covered walkway and beautified with flowering
45 trees and vines. The walkway would come along and connect up a little higher and then
46 come back to a squared area where the designer saw an opportunity to have two linear

1 pavilion type areas that would provide covered space. We will still have the pavers
2 throughout but a less defined promenade though there would be a wider area for a path
3 for walking. In this concept the designer saw an opportunity to have an additional
4 activity space where there would be a bench or small pavilion. It would continue on to
5 the existing sidewalks and keeping in with the riprap on the south.
6

7 Mr. Nipe showed a rendering of what the seawall would look like based on Concept 1.
8

9 Mr. Nipe said one of the entry features in Concept 2 noted a raised pavilion, raised
10 tower that would be a pedestrian entrance but could also indicate here is the Downtown
11 with some sort of signage. The one to the bottom left is the trellis or what could be a
12 similar type of entry feature that would be a linear walk that could further define the
13 Downtown. The one to the right is showing an open space area with an arbor-type
14 scenario on the waterfront.
15

16 SIDE 1B

17
18 Mr. Nipe said Concept 1 is the lowest cost concept at \$1,237,500. Staff preferred that
19 concept. We thought it fit best with the area and would provide the most active space.
20 Looking at 12.5% for design and permitting is estimated at \$137,500 and construction
21 costs being \$1.1 million. For Concept 2, design, permitting and CEI at \$156,250 and
22 construction \$1,250,000. For Concept 3, design and permitting at \$181,250 and
23 construction \$1,450,000 for a total of \$1.6 million.
24

25 Commissioner Lucarelli said she liked it all. They put a lot of thought and planning into
26 it. She said she liked all three but if we are trying to save money Option 1 would be
27 awesome. It would make it look better and function better. She asked if the flowering
28 trees shown around the clock tower would get so huge that they cover the clock.
29

30 Mr. Nipe answered negatively. We would keep those trimmed back and strategically
31 planted so any kind of sightline issues wouldn't be created.
32

33 Mayor Mealar said the hardscape is very pleasing at the lakefront park in Kissimmee in
34 keeping with the kind of theme we have in our park.
35

36 Deputy Mayor Duryea said we don't have a good history with retaining walls in that
37 pond because of the shape of the pond and the water coming up and down and
38 washing the wall out. He said he was more inclined to leave it more natural. The idea
39 of the riprap creates another problem with children getting hurt, slipping and sliding. It
40 seems like a lot of money to not do a whole lot. It looks good the way it is except for
41 around the pond.
42

43 Commissioner Brender said he would go with Concept 1. Just from an aesthetic look
44 he liked the rounding rather than the corners. He would even go with 1-A and improve.
45 He liked the idea of a pedestrian structure at the entranceway—some kind of real
46 welcoming façade where people can say from this point to this point it is a different

1 place. Central Park looks pretty good. Knowing what he knows in the New Smyrna
2 Beach area, riprap and walls properly put in, if they hold up to the tides and currents at
3 New Smyrna Beach for 30 years he thought properly designed walls we would not have
4 a problem with as long as they are built high enough to go to the high waterline. He
5 asked if there was any possibility of putting a sidewalk on top of the riprap along Lake
6 Mary Boulevard.

7
8 Commissioner Lucarelli said riprap properly installed is fine but didn't know that she
9 would want to encourage traffic down there with a sidewalk.

10
11 Mayor Meador asked Deputy Mayor Duryea if he had any problem if we stayed with 1
12 and did an enhancement with 1-A at the entry point.

13
14 Deputy Mayor Duryea said he didn't have any problem with any of them but just a
15 problem with the cost of them.

16
17 Commissioner Lucarelli said she didn't know what the trellis structure would be
18 constructed of but maintenance and longevity would be her concern. She liked the
19 trellis but make it durable, lasting and easy to maintain.

20
21 Mr. Nipe said we were seeing that with the Events Center trellis and it will need to be
22 replaced because it is wood. We could look into alternatives.

23
24 Mr. Nipe asked for more direction on the entry feature. He asked if the Commission
25 preferred a trellis or more of a tower type.

26
27 Commissioner Brender said he was thinking a combination. Do some kind of a tower
28 and extend the shaded area out so when they come out of the trellis area it opens up
29 and visually you have arrived.

30
31 Deputy Mayor Duryea said he was concerned with the cost. He didn't know if we
32 needed an entrance feature.

33
34 Mayor Meador said cost is a concern, beautification and upgrades are important. It
35 might be we don't do top or bottom but some derivation.

36
37 Mr. Nipe said he would bring back some options.

38
39 Mayor Meador asked Mr. Nipe to look at the cost structure, etc.

40
41 IV. Adjournment

42
43 There being no further business, the work session adjourned at 6:30 P.M.

44

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held June 5, 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 7:05 P.M.

9
10 II. Moment of Silence

11
12 Mayor Mealor said their thoughts and prayers go out to Commissioner Greene and his
13 family. His father passed away this morning.

14
15 III. Pledge of Allegiance

16
17 The Pledge of Allegiance was led by Austin Ledlow and Lucas Weber from Boy Scout
18 Troop 507.

19
20 IV. Roll Call

21
22 Mayor David Mealor Jackie Sova, City Manager
23 Commissioner Gary Brender Carol Foster, City Clerk
24 Deputy Mayor George Duryea Dianne Holloway, Finance Director
25 Commissioner Thom Greene – Absent John Omana, Community Dev. Dir.
26 Commissioner Jo Ann Lucarelli Steve Noto, Senior Planner
27 Bryan Nipe, Parks & Recreation Dir.
28 Bruce Paster, Public Works Director
29 Dave Dovan, Asst. Public Works Dir.
30 Tom Tomerlin, Economic Dev. Mgr.
31 Steve Bracknell, Police Chief
32 Bruce Fleming, Sr. Code Enf. Offc.
33 Katie Reischmann, City Attorney
34 Mary Campbell, Deputy City Clerk
35
36

37 V. Approval of Minutes: May 15, 2014

38
39 **Motion was made by Commissioner Brender to approve the minutes of the May**
40 **15, 2014, meeting, seconded by Commissioner Lucarelli and motion carried**
41 **unanimously.**

42
43 VI. Special Presentations

44
45 A. Life Saving Award presented to Sgt. Anthony Seda of the Lake Mary Police
46 Department

1
2 Chief Bracknell and Sgt. Anthony Seda came forward.
3

4 Chief Bracknell said we have the opportunity to recognize one of our officers on an
5 event that occurred in our city limits. On the evening of April 27th, Sgt. Seda received a
6 call of a three-week-old infant not breathing in a car at a gas station. Sgt. Seda arrived
7 in less than one minute, began dispatch, and quickly assessed the situation of the
8 young child. He performed CPR and chest compressions for the infant in the front seat
9 of the vehicle and was able to get the infant to breathe on its own. Two minutes later
10 the fire department arrived and quickly transported the child to Arnold Palmer Hospital
11 for Children. His heroic actions are directly responsible for saving the life of that infant
12 and is recognized by the City of Lake Mary Police Department and the City of Lake
13 Mary.
14

15 Mayor Meador presented a plaque to Sgt. Seda for his quick response and heroic
16 actions in administering CPR to an infant which led to the successful recovery of that
17 child.
18

19 Chief Bracknell said Tony is a 15-year veteran of the Police Department and has served
20 in many different roles. He is in patrol, was a CCIB agent and worked undercover, was
21 in the Community Relations Division for five-plus years and did an outstanding job, and
22 he pioneered the first child seat training taught totally in Spanish and to this day
23 continues to teach those classes.
24

25 Sgt. Seda thanked the City Commission. He said they were just doing their job and
26 couldn't do without the support of the City Commission, the Chief and the
27 administration.
28

29 Mayor Meador said Tony's family was present and there were two young people. He
30 said when you look at a hero, look at this family member. He shows us how we can do
31 things and make this a better community. We are indebted to him.
32

33 B. Presentation of the proceeds from the Trailblazers 5K
34

35 Darrell Jarvis of the Trailblazers came forward and gave an update on the results of
36 their 5K held on April 26th. There were just over 250 runners and it was quite
37 successful. We had promotions and part of that was to congratulate UCF on their
38 victory in the Fiesta Bowl. We also recruited two charities to help us with that promotion
39 and to receive the proceeds from the race. We had sponsors of Florida Hospital, Be Fit
40 Health Studio, OTF Lake Mary, George Duryea CPA, Shirley Gray (former
41 commissioner), Heathrow Chiropractic, Logan Eye Care, Florida Realty Corporation,
42 and Extreme Youth Sports of Lake Mary. Wayne Densch supplied the Michelob Ultra
43 and Pierre's Wine Shop supplied the wine. Everybody had a good time.
44

45 Mr. Jarvis presented checks to the charities: Faith Shorthouse with Seminole County
46 Friends of Abused Children and Sara Collins with Sports for the Kids.

1
2 Mr. Jarvis said he looked forward to doing it next year. He thanked the Trailblazers who
3 participated. He recognized DeLores Lash and Sidney Miller who were present as part
4 of their team. He thanked everyone from the City. We had the Parks & Rec Director
5 and his staff that helped out considerably. We couldn't do without the Police
6 Department that helped. With their help and the help of the Commission it was
7 successful and we hope it will continue to be successful.

8
9 C. Proclamation – Code Enforcement Officer Appreciation Week

10
11 The City Attorney read a proclamation proclaiming June 2 – 6, 2014, as Code
12 Enforcement Officer Appreciation Week.

13
14 Mayor Meador presented the proclamation to Bruce Fleming, Senior Code Enforcement
15 Officer.

16
17 VII. Citizen Participation

18
19 Mayor Meador said we have an item under the City Manager's Report and we would not
20 normally take public input; however, because of the nature of the item if anyone would
21 like to speak on the garbage franchise discussion, we would welcome your input at this
22 time.

23
24 George Goletko, 507 Lake Victoria Circle, independent consultant for Waste
25 Management, came forward. As we look at Lake Mary over the years when we have
26 had the solid waste contract, Lake Mary has always led the way. Going back to the
27 early part of 2004, we initiated the cart program. That was the very first cart program in
28 Central Florida of any municipality that used a private service. He was talking about
29 Brevard, Seminole, Orange, Osceola, Polk and Lake Counties. You guys led the way
30 and you led the way because you had a great partner. Partnerships make a difference.
31 After the carts were delivered in May 2004, we surveyed your residents and 95% of
32 them said they loved the carts. We had a news media event and the caption was "Lake
33 Mary Garbage Goes High Tech". You guys were on the electronic media and in the
34 Sentinel.

35
36 Mr. Goletko said going to August 2004, Hurricane Charlie comes through on a Friday
37 night. Saturday morning he caught up with Mr. Litton at public works. He could see Mr.
38 Litton was under a lot of stress and pressure with the damage and power outages. I
39 asked what they could do for him and he said get the yard waste picked up. He says
40 what are you going to charge me and I said whatever FEMA will allow. We shook
41 hands and Monday had trucks out hitting the neighborhoods. Within seven days our
42 equipment touched every neighborhood in Lake Mary. We had this city cleaned up
43 before the County or the other cities even got started and that is because we were
44 committed to you. The Mayor and I have had conversations about this and many times
45 you have come to me and said thank you for your company responding so fast and
46 taking care of our citizens.

1
2 Mr. Goletko said the other part of that is with carts and the power being out, no
3 electricity, spoiled garbage in refrigerators and freezers. The county routes and all the
4 city routes were running four and five days behind because we couldn't pick up the
5 volume. In Lake Mary with that automated system, the cart and that whole new
6 approach to customer service, Saturday was a makeup day and we were right on track.
7

8 Mr. Goletko said going to March 2008. We started a single-stream recycling facility
9 through Orange County. At that point in time Senator Constantine was pushing for a
10 recycling bill for a 75% reduction. We started single-stream cart recycling in Lake Mary.
11 You were the first to go single-stream cart recycling. You led the way again. Three
12 months later we surveyed your residents and they loved the recycling program. We had
13 over 99% participation. Prior to initiating that cart recycling, we did a pilot program in
14 Timacuan. We made the commitment for 340 homes, we made the investment and put
15 the carts in, and we surveyed the Timacuan residents to get feedback whether this
16 made sense for Lake Mary or not. The surveys come back 100% that this is the way to
17 go. The comments we got from senior citizens is I didn't recycle before because those
18 14-gallon bins were tough to get to the curb but with these carts I can easily roll them to
19 the curb and am now recycling.
20

21 Mr. Goletko said going to 2011. Our company has been focused on sustainability.
22 Right now you have supermarkets in your area that is doing our organic recycling
23 program. We set up an organic recycling center where we mix organics and yard waste
24 together and we turn it into a high grade potting soil. That has been going on since
25 2011. We have three or four customers in Lake Mary that are taking advantage of that
26 program.
27

28 Mr. Goletko said as we look at the RFP, it doesn't make sense why we would take
29 perfectly good garbage carts and throw them out of the system, throw them into the
30 landfill, or try to recycle them. That is a waste of resources. We have always kept the
31 carts updated and serviceable. We had a lot of new carts out there. It just doesn't
32 make sense why that wouldn't be part of the RFP. When it comes to trucks, when we
33 purchased your side loader in 2004, we paid \$160,000 a truck. That same truck with all
34 the technology on it today is \$400,000. How can you demand bringing a brand new
35 truck in and driving up the cost. What we proposed in our proposal was to take that
36 2004 truck at 2004 cost, strip it down and completely rebuild it for \$170,000. That
37 makes financial sense and is what keeps the rate down to the customer.
38

39 Mr. Goletko said another thing that keeps the rate down to the customer is when we
40 look at solid waste at 32 bucks a ton and you being offered \$10 a ton what really makes
41 sense and the reason why we have got the best rate is because of the success we have
42 had in recycling and the availability to divert the volume to the recycling center.
43

44 Mr. Goletko said when you do recycling if you don't have a marketing department and
45 infrastructure in place, it doesn't matter what you collect because if you can't move
46 product it is worthless. We have developed our marketing department since 1990 and

1 finding markets to move the product. Over the last three years when the economy was
2 down, product was tough to move but we took care of our customers and will always
3 take care of our customers.

4
5 Mr. Goletko said the other thing that we were investing in is technology. Right now we
6 are in the process of building a high tech MRF in Brevard County that is going to have
7 about \$8.5 million of technology that will be able to separate all the different grades of
8 plastics. Right now in Seminole County we are accepting 1's and 2's in the recycling
9 waste stream but with this MRF we will be able to accept 1's through 7's. That's not
10 only bottles but food containers. The key to this type of technology and the reason we
11 are making that type of investment in that type of technology is because the purer you
12 can keep the commodity the higher the price is.

13
14 Mr. Goletko said Port Canaveral is starting container service this month. Instead of
15 shipping all that material to Miami or Jacksonville, we are going to be shipping 6,000 to
16 10,000 tons a month to the Port. That makes a difference because there is cost in
17 transportation.

18
19 Mr. Goletko said we are converting all of our fleets to compressed natural gas. One
20 diesel trucks burns roughly 8,000 gallons of fuel a year. When you convert that over to
21 compressed natural gas you are using domestic fuel plus there is a huge difference in
22 the cost of diesel fuel and compressed natural gas. It is a lot cleaner and an equivalent
23 gallon is about a buck and a quarter versus \$3.90 a gallon. He didn't see compressed
24 natural gas going up. There is so much in this country that the price is always going to
25 stay down.

26
27 Mr. Goletko said we want your business. We went over the numbers and we are the
28 low price. Residentially we are about \$1.08 lower and are very competitive on the
29 commercial side. Where that number went up is items that are non-contract items like
30 compactors and things of that nature. I appreciate all you guys and thank you for the
31 many years.

32
33 Mayor Mealar said he hopes the community never loses sight of what you and your
34 company did for us in 2004. It truly was a game changer for our community and we will
35 be forever grateful. He said he appreciated being part of the first single-stream
36 recycling program in this area.

37
38 Allan Morrison came forward representing Waste Management. He said when the RFP
39 came out he thought the goal for the Commission, City and staff was to maintain a great
40 level of service, a quality level of service at the best possible price on the residential
41 side and that is what we responded with. Our proposal was 13% lower than the current
42 rate that they are being charged right now. We are 7% lower than the next closest
43 proposal. We have accomplished that. As it pertains on the commercial side, the roll-
44 off portion is more of a negotiated rate between the hauler and the customer so it kind
45 of skews the number a little bit. We did respond with the lowest price and we can
46 maintain that level of service that this city has been used to.

1
2 Bob Hyres, 734 Cricklewood Terrace, Lake Mary, Florida, came forward representing
3 Waste Pro. He was proud to say he was one of the founders of Waste Pro. We have
4 an excellent service record and that came out during the RFP process. He negotiated
5 the very first contract ever for Lake Mary in 1984 with former council member Buzz
6 Petsos. We currently service his city in Cape Canaveral.

7
8 Mr. Hyres said Waste Pro has the lowest bid. He wasn't sure where the other statistics
9 are coming from. It is pretty clear—just total up the numbers. Waste Pro does have the
10 lowest bid overall and the lowest price to the City of Lake Mary. There was a RFP
11 process entered into with City staff and an experienced outside consultant. Five
12 different companies qualified and responded. There were various different factors and
13 not just price. Waste Pro ranked exceptionally high on all factors and we got the
14 highest ranking on price. Waste Pro is headquartered in Seminole County, Florida, and
15 we also service two-thirds of Seminole County and have for ten years. We also service
16 the City of Winter Springs, City of Sanford, and City of Longwood. The references have
17 been checked and are excellent.

18
19 Mr. Hyres wanted to make a point that Waste Pro is the only one that agreed to not put
20 eight-year-old trucks as our competitor did. He said he understood why they did that.
21 They have trucks in place. It is an excellent company and he used to work for them. In
22 this particular process Waste Pro is ranked No. 1 and there are a lot of reasons why we
23 are and wanted to clarify some of those reasons. It was not part of the process but we
24 agreed to put immediately beginning with this contract startup brand new natural gas
25 trucks. These trucks are quieter, cleaner, less emissions. You can't even hear the
26 trucks coming anymore.

27
28 Mr. Hyres said the RFP process was done right, we are ranked No. 1 and hoped it is the
29 decision tonight to enter into negotiations with Waste Pro. We are a national company
30 and are headquartered right here. He said he, the CEO, COO, and Chief Financial
31 Officer were all right here and ready to serve you.

32
33 Brad Avery, Regional Marketing Director for WCA of Florida, came forward. He thanked
34 the City for putting out the bid and giving them the opportunity. We appreciate you for
35 this one. WCA is in Orange City and like his competitors they strive to do everything
36 they can to keep your telephones from ringing because it is a simple process of picking
37 up garbage. The Commission has a tough decision tonight and heard a big story from
38 one and heard from the other proposer that has been recommended tonight. Whatever
39 the council does, if they want to keep the bids, reject the bids, or do any type of situation
40 of that nature, WCA will be happy to facilitate anything the City does. We are located in
41 Orange City and we have talked about using compressed natural gas trucks. Most of
42 the garbage companies are transforming into compressed natural gas. It is cheaper
43 and runs cleaner. WCA has the commitment to sustainability and environmental
44 practices. He thanked the council and staff. He said they didn't have an issue with the
45 RFP.

46

1 Amy Boyson, Community Affairs Manager for Waste Management, came forward. She
2 said she would like to touch on two pieces of technology they have on their trucks. The
3 first is onboard computing. We no longer use paper for our drivers to check their routes
4 that they have to go to. Our route managers have the capability to go into a program
5 and look at the route that the driver has and it shows when it is completed and gives
6 real time for collection times. That is one piece of equipment we have on all of our
7 trucks in Orlando. The other piece is called drive cam. We implemented this about two
8 years ago and that's a camera. It is a coaching tool for the drivers. If they were to
9 make a sudden stop it's a coaching tool to help them not cause that to happen again.
10 However, we implemented a program called Waste Watch in Orlando a couple of years
11 ago and it supports the local law enforcement. That camera can also be used to
12 capture something. Our driver can hit a button so if there was a car accident or
13 something they may see that's suspicious they can capture that as well. We have had
14 many success stories with our waste watch program.

15
16 Greg Peterson, 451 Gehr Lane, came forward. He said he would like to talk about the
17 house located at 170 Wilson Drive.

18
19 Mayor Mealor advised Mr. Peterson that is a public hearing later on the agenda.

20
21 No one else came forward and citizen participation was closed.

22
23 VIII. Unfinished Business

24
25 A. Ordinance No. 1508 – Request for installation of a 20-foot flagpole within the
26 roundabout on Timacuan Boulevard and Mohegan Boulevard; Matt Cormia,
27 applicant – Second Reading (Steve Noto, Senior Planner) (Public Hearing)

28
29 The City Attorney read Ordinance No. 1508 by title only on second reading.

30
31 Mr. Noto said the only change is on Page 2 of the ordinance under Section 2 clarifying
32 that the Mayor will be signing the quit claim deed.

33
34 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1508. No
35 one came forward and the public hearing was closed.

36
37 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1508 on**
38 **second reading, seconded by Commissioner Brender and motion carried by roll-**
39 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**
40 **Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

41
42 **SIDE 2A**

43
44 IX. New Business

1 A. Status of property a 170 Wilson Drive (Bruce Fleming, Senior Code
2 Enforcement Officer)
3

4 Mayor Mealor said although this is not listed as a public hearing we do have petitioners
5 that submitted to us so we will want to hear if they want to speak.
6

7 Bruce Fleming, Senior Code Enforcement Officer, came forward. On May 22, 2014, the
8 City received a petition from the residents that live near the area of the 170 Wilson
9 property. Due to the condition, they are requesting that the City demolish the
10 abandoned structure. Code Enforcement became involved with this property in 2001
11 and since that time has filed seven different violation notices against this property. On
12 the Power Point presentation is a picture of the house and the condition of the yard as
13 of two days ago. This property is in the process of going back before the Code
14 Enforcement Board set for July 15, 2014. In the past it has been the practice of Code
15 Enforcement in cases of code violations to be heard by the Code Enforcement Board. If
16 the property owner brought the property into compliance with code prior to the hearing
17 date the cases were generally withdrawn. In this case staff has been directed that in
18 any instance where there is a code violation on this property it will go all the way
19 through the full process and be heard by the Code Enforcement Board.
20

21 Mr. Fleming said insofar as the demolition aspect of this property, as is the case with
22 enforcing municipal codes and all codes in the State of Florida, there are requirements
23 stipulated by statute, one of which is that when a violation is found on property the
24 property owner must first be made aware of the issue and then allow a reasonable time
25 to correct the deficiency. Generally speaking if the inspector or code investigator does
26 not agree that the violation has been cured then the hearing must be had and the
27 property owner must have the right to be heard. In almost all cases involving code
28 enforcement issues with this property, the Building Official from the City of Lake Mary
29 has gotten involved. The Building Code and the Lake Mary Code of Ordinances
30 authorizes the Building Official to determine the structural integrity of buildings. If the
31 Building Official has cause to believe a structure is unsafe, the Building Official may
32 inspect the structure and require any necessary repairs. An unsafe building is defined
33 by code as any condition or code violation that causes the building structure, premises,
34 electric, gas, mechanical or plumbing system to be unsafe. Any requirements not
35 covered by the Building Code or Code of Ordinances for the strength, stability, or proper
36 operation of an existing building for the public safety, health, and general welfare not
37 specifically covered by a code may be determined by the Building Official at his
38 discretion. The Wilson property has been inspected by the Building Official for code
39 violations from time to time beginning in 2001. As violations of the Building Code were
40 found the owner was given a reasonable time to make the required corrections or face
41 demolition. The owner has always resolved the issues and currently the Building
42 Official has no issues with this location.
43

44 Mayor Mealor said Mr. Fleming is saying there are no issues with this location but we
45 may want to hear from the petitioners or any citizen related to this item. He asked if
46 anyone wanted to speak to the status of the property at 170 Wilson Drive.

1
2 Greg Peterson, 451 Gehr Lane, came forward. He said he was next door to this house.
3 In 2004 he and his family decided to move to Central Florida. We didn't know where but
4 looking online we liked what we saw with the City of Lake Mary, and we still do like Lake
5 Mary. The first street he drove on in a residential area was Crystal Drive that wound
6 onto Gehr Lane then into Wilson and he drove down Lakeview Avenue. He drove right
7 by this house not knowing what was his my future. The property has not been improved
8 in any way since he first passed that in 2004.

9
10 Mr. Peterson said from a maintenance perspective the grass is cut once in a while but
11 the grass is cut by the neighbors. There was graffiti painted on the house and again it
12 was the neighbors that took care of covering that up. There was a carport that used to
13 be on the side of the house and it was packed full of junk. When that carport needed to
14 be cleaned out. Guess who did it? It was the neighbors. There are many negatives
15 with the property.

16
17 Mr. Peterson pointed out some positives with the property. The property provides us
18 with a natural traffic barrier. There is a high volume of traffic that uses our street as a
19 shortcut off of Lake Mary Boulevard. That house helps to keep our house quiet and
20 peaceful. The property also provides a safe and natural habitat for wildlife such as rats,
21 possums, raccoons, cats, squirrels and who knows what else. It would be a shame to
22 displace all those animals and disrupt their habitat.

23
24 Mr. Peterson said as an abandoned property it provides the City with the opportunity to
25 do research or studies on abandoned property and perhaps a grant from the federal
26 government could be obtained. He hears on the news that some of those grants are
27 quite large.

28
29 Mr. Peterson asked why the City would condemn the property and then fail to follow
30 through with the condemnation process. He asked why the City would have allowed the
31 lot lines to be drawn in such a manner as to render the lot worth less in the future if it
32 was redeveloped. Why do we have to ask these questions? Here is a serious question.
33 If the lot were to be adjoined with 451 Gehr Lane, could that new lot be re-divided into
34 two lots that were useful?

35
36 Mr. Peterson said if you think some of the things I said were absurd you are correct.
37 However, the matter at hand elevates absurdity to a new level.

38
39 Wendy Doxtater, 441 Gehr Lane, came forward. She said she was adjacent to the
40 property. She has been there 28 years and in that 28 years that house has probably
41 been occupied 10 years. The neighbors have taken good care of it. They bought it in
42 '04 and she passed away in November of '08. She moved out a year prior to dying
43 because the septic didn't work, the bathroom you could not use, and her homeless
44 brother lived in it for six months before she died and six months after she died. This is
45 how the house has been sitting. We have had a drunk man fall through the screen
46 window and called the police. It's just a nuisance as it sits there. We are bringing this

1 to the Commission's attention to see if something could happen to this house. This is a
2 beautiful city. When I have family or friends from out of state come down my road they
3 can't believe that is even in our neighborhood. She felt sorry for Kent and loved her
4 buying this house back then. It should have probably been taken care of then.

5
6 No one else came forward and the public hearing was closed.

7
8 Mayor Mealar said the Bert Harris Private Property Rights Act ties the hands of local
9 government in many ways related to this type of request. He thought Mr. Fleming may
10 have come up with an option or two and had done that in consultation with our City
11 Attorney.

12
13 Mr. Fleming said the City will proceed going forward with taking all matters concerning
14 this property before the Code Enforcement Board. He intended to present this property
15 to the Code Enforcement Board on July 15, 2014, for the Code Enforcement Board to
16 make a determination and possibly a recommendation to the Commission on moving
17 forward with the status of this property.

18
19 Ms. Reischmann said it was her understanding from Mr. Fleming that there is an
20 interested buyer. It is possible that the buyer could look into potentially purchasing a tax
21 certificate if the taxes have not been paid. The 2013 taxes have not been paid
22 according to Mr. Fleming. That is something we could alert the potential buyer to. Mr.
23 Fleming will attempt to contact the bank. At this point the bank did have a summary
24 judgment of foreclosure some years ago and vacated. It was not interested in
25 attempting to obtain title to the property. She said she was just guessing why not.
26 Maybe they didn't consider it worthwhile at this point. It is possible the mortgage was
27 assigned to another bank. Mr. Fleming last contacted them a few years ago and was
28 sure he would attempt to contact them again and see if that is an angle that could be
29 pursued as well.

30
31 Mayor Mealar said we know this is an area of concern; unfortunately, we are bound by
32 statute and we also take our responsibility to the health and welfare of our citizens. He
33 asked Mr. Fleming to move forward and monitor us on that situation so we can
34 communicate with any resident that may have a concern.

35
36 Commissioner Brender asked Mr. Fleming when they do the inspection of the building
37 do they do a regular inspection, do you check toilets, do they flush.

38
39 Mr. Fleming said there are two separate entities involved with inspections of property
40 such as this. Code Enforcement issues pertain mainly to the aesthetic aspects of the
41 property. Toilets and the interior would be done by a building official. In this case since
42 the house is vacant and there are no utilities at this property the building official would
43 not inspect those types of things inside a structure that is just sitting there. When he
44 went out to look at this property the things he was concerned about were broken
45 windows, the siding on the house in some places was missing, doors not being secured
46 and things of that nature. That is one of the key reasons he was asked to go out. They

1 were repaired. Two or three windows were replaced, the siding was replaced, and the
2 homeless person the witness spoke of was getting in because it was unsecured. The
3 living owner lives in Arizona and when he receives the letter of code violation or the
4 notice from the building official, he contacts whomever to go in and remedy whatever
5 the letter says is his issue. On the last occasion, May 20, 2014, this was set to go to
6 hearing that night and during my final photographs to present to the Code Enforcement
7 Board, I was alerted that someone was there taking care of all of my issues of
8 overgrown grass and things of that nature. When I got out there the grass was cut. It
9 was some guy that the owner had hired to take care of it.

10
11 Commissioner Brender said right now we cannot find any other way forward short of the
12 tax sale or something like that and enforcing it through the Code Enforcement Board
13 regardless. He asked if that was correct.

14
15 Mr. Fleming said that was correct.

16
17 Ms. Reischmann said it is always possible that if we can push the bank to go through
18 foreclosure again then that would create the opportunity.

19
20 Commissioner Brender said considering the condition of most of the banks in this
21 country today he would be willing to bet they probably don't even know the property is
22 there. He suggested drafting a letter to the bank and let them know that it is there.

23
24 Mayor Mealor said he wanted the people who signed the petition to know that this is
25 taken seriously and we are doing the necessary steps within the guidelines that we
26 need to operate. He thanked them for their interest.

27
28 B. Request from Misty Oaks Subdivision for a Neighborhood Beautification
29 Grant (Steve Noto, Senior Planner)

30
31 Mr. Noto said this is the second Neighborhood Beautification Grant request that has
32 come before the Commission this year. There are two parts to this request. The first
33 part of the request is the original reason that Misty Oaks was coming forward for
34 beautification monies and that has to do with their main entrance. He pointed out the
35 main entrance at Oak Leaf Circle and Old Lake Mary Road on the location map on the
36 overhead. You will see a second circle to the left of the sheet by Old Lake Mary Road
37 and Wilbur. Station House construction is to the southwest of that.

38
39 Mr. Noto said Misty Oaks originally was going to ask for an entryway beautification grant
40 for their main entrance. They proposed an array of new plantings, improvements to the
41 wall, and irrigation. He showed a rendering of what was proposed. As they were
42 working on their program a construction issue arose and their irrigation lines adjacent to
43 Station House were damaged. They spoke to the City Manager and Public Works
44 Director and the idea came up to do a Neighborhood Beautification Grant to help repair
45 that. Ironically they were already working on a grant for the main entry at Oak Leaf
46 Circle and Old Lake Mary Road. We suggested to build it all in. The only issue is the

1 total request for the grant exceeded \$5,000.00. Staff cannot recommend anything
2 higher than \$5,000.00. The Commission has the ability to do as they please based
3 upon the request on a case-by-case basis. The cost of the work is \$6,141.00. With
4 their cash match of \$307.05 the City would put forth \$5,833.95.

5
6 Mr. Noto said the Parks Board met on this item in May. They did not have a quorum so
7 we didn't get a formal recommendation; however, each member individually voiced their
8 support for the request. They suggested the Commission look favorably upon the
9 amount that exceeded \$5,000.00.

10
11 Mr. Noto said we will be working with the Misty Oaks folks to have the irrigation repaired
12 first so sod may be put down and then they would move forward to their main entry
13 improvements. He noted a representative of the HOA was present.

14
15 Mr. Noto said staff has found the entire request did meet the guidelines of the project
16 outline. We cannot recommend anything over \$5,000.00.

17
18 Commissioner Brender asked if the damaged irrigation was something Station House
19 did or something we did. If something else damaged the irrigation shouldn't they be
20 paying for it.

21
22 Mr. Paster said as any utility that is in a public right-of-way whether it be electric,
23 telephone, or gas, any improvements the City does in the right-of-way it is their
24 responsibility to locate those utilities. These irrigation lines were not located and were
25 damaged. Since they are not Duke Energy or AT&T we thought it was a good idea to
26 give them this opportunity to reinstall those utility lines. They would have needed to be
27 relocated because of the new sidewalks on Wilbur.

28
29 **Motion was made by Commissioner to approve the Neighborhood Beautification**
30 **Grant for Misty Oaks in the amount not to exceed \$5,833.95, seconded by**
31 **Commissioner Lucarelli and motion carried unanimously.**

32
33 C. Ordinance No. 1509 – Comprehensive Plan Text Amendments to the
34 Transportation Element – First Reading (Public Hearing) (Steve Noto, Senior
35 Planner)

36
37 The City Attorney read Ordinance No. 1509 by title only on first reading.

38
39 Mr. Noto said this is the first Comprehensive Plan amendment of the year. It was a
40 request from FDOT to update our comp plan because they are working on a project
41 development and environmental study known as PD&E for I-4 "Beyond the Ultimate".
42 They are beginning construction on the 22-mile stretch in the Downtown Orlando area
43 to expand and add express lanes within the right-of-way of I-4, and they have started to
44 look at the next part of that project.

1 Mr. Noto showed on the overhead two segments from the five segment study area that
2 they are looking at as part of the PD&E from 434 in Longwood north to 472 in Volusia
3 County. The red line indicates the division line of Sections 3 and 4.

4
5 Mr. Noto said what they asked of us is to update the Transportation Element of our
6 Comprehensive Plan to include language that would support this project so they can get
7 federal funding to do the study and move forward. The proposed text is some minor
8 changes text-wise in the Comprehensive Plan. We did some large amendments to Map
9 2-3. We added six lanes plus four express lanes within I-4. We cleaned up some of the
10 other text such as the six laning of Rinehart. The Planning & Zoning Board noted some
11 things regarding Timacuan and Lake Way Road. We did some cleanup of 17-92 since
12 that is coming up for widening as well. We did some cleanup to make the amendment
13 broader rather than sticking with just I-4 improvements.

14
15 Mr. Noto said the Planning & Zoning Board heard this item at their May 13th meeting. It
16 was right after we changed the code so this was their first comprehensive plan
17 amendment they heard in lieu of the LPA. They unanimously recommended approval 5
18 – 0 with two conditions that we followed up with prior to the meeting this evening.

19
20 Mr. Noto said this is a transmittal hearing and will go to the Department of Economic
21 Opportunity next week. We should be back for adoption sometime in August. Staff
22 recommends approval.

23
24 Commissioner Brender said he was under the impression the six lanes and four special
25 use lanes for I-4 were stopping in the vicinity of the rest area.

26
27 Mr. Noto said that is for the first portion. That is I-4 “Ultimate” that is being done now.
28 This is the second phase that will go to Volusia and south to Polk.

29
30 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1509. No
31 one came forward and the public hearing was closed.

32
33 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1509 on**
34 **first reading and authorize transmittal to the Department of Economic**
35 **Opportunity, seconded by Commissioner Brender and motion carried by roll-call**
36 **vote: Deputy Mayor Duryea, Yes; Commissioner Lucarelli, Yes; Commissioner**
37 **Brender, Yes; Mayor Mealor, Yes.**

38
39 D. Approval of purchase of 2014 Vac-Con Sewer Cleaner/Excavator (Bruce
40 Paster, Public Works Director)

- 41 1. Resolution No. 939 – FY14 Budget Amendment to provide for the
42 purchase of a replacement vehicle
43

44 Ms. Sova said our 1997 17-year-old Vac-Con a few weeks ago decided it was done with
45 us. The boom fell down and busted through the cab. They are very expensive to rent.
46 We are only five months from purchasing another one. A new one is going to cost

1 nearly \$320,000.00 and we need to move the funding forward from what was projected
2 to be 2015 into 2014 and is what the resolution accomplishes.

3
4 Ms. Sova asked the Commission to approve Resolution No. 939 amending the Fiscal
5 Year 2013-2014 budget to authorize the purchase of a new Vac-Con Sewer
6 Combination Cleaner body and the Freightliner 114SD Chassis not to exceed
7 \$319,047.46. She also requested the Commission declare Unit 44 surplus so she can
8 find a way to dispose of it.

9
10 **Motion was made by Commissioner Brender to approve Resolution No. 939,**
11 **declare Unit 44 surplus and authorize the City Manager to dispose of, seconded**
12 **by Commissioner Lucarelli and motion carried by roll-call vote: Commissioner**
13 **Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Mayor**
14 **Mealor, Yes.**

15
16 X. Other Items for Commission Action

17
18 There were no items to discuss at this time.

19
20 XI. Reports

21
22 A. City Manager

23
24 1. Janitorial services for City-owned buildings

25
26 Ms. Sova said this item is related to the janitorial service for City buildings. We bid this
27 a year ago and began services with JMC Services but they have not provided the
28 projected level of service. Sometimes they don't even show up. It's just not been a
29 good relationship. We have asked the second bidder if they would entertain coming
30 forward and they held their price from August 2013. She asked the Commission for
31 authorization to terminate the contract with JMC Services and enter into an agreement
32 with GCC Commercial Cleaning in an annual amount not to exceed \$74,325. It is about
33 \$3,500 more than the other contract. We have also added the Community Center at
34 this point. The terms would for one 12-month period with the option to renew for two
35 additional 12-month periods should it be satisfactory.

36
37 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**
38 **terminate the contract with JMC Services and enter into an agreement with GCC**
39 **Commercial Cleaning in an annual amount not to exceed \$74,325 for one 12-**
40 **month period with the option to renew for two additional 12-month periods,**
41 **seconded by Commissioner Brender and motion carried unanimously.**

42
43 2. Cold mix paving program

44
45 Ms. Sova said this item is the cold mix paving program. This year the roads to be
46 repaved are Lakeview from Fifth to Wilson, Washington from Fifth to Longwood-Lake

1 Mary, Clermont, Tracy, Williams, Estella, Franklin, and Leprechaun Lane. Also an
2 unpaved section of Roland Garros Lane. All these roads will receive an inch and a half
3 overlay. Orlando Paving, a division of Hubbard, will be performing the work under a
4 piggyback contract with Seminole County. The total cost of the work is estimated to be
5 \$227,157.35 with the total budget having been \$230,000.00. She requested the
6 Commission authorize her to enter into an agreement with Orlando Paving Company in
7 an amount not to exceed \$227,157.35 for this road work.

8
9 **Motion was made by Commissioner Brender to authorize the City Manager to**
10 **enter into a contract with Orlando Paving Company for road work as outlined in**
11 **the staff report in an amount not to exceed \$227,157.35, seconded by**
12 **Commissioner Lucarelli and motion carried unanimously.**

13
14 3. RFP #14-05 – Solid Waste Collection Services

15
16 Ms. Sova said this item is RFP #14-05 for solid waste collection services. We planned
17 about a year ago to take this out to bid. It had been many years. In preparation to do
18 that we hired a consultant. We interviewed three firms and selected Kessler Consulting,
19 Inc. They have over 25 years' experience in the field, were very well respected, and
20 very well recommended. This past year alone they have done 13 solid waste
21 procurements. They have done some very large ones and have also done some
22 locally. We issued RFP #14-05 in March looking for residential and commercial
23 services within the city limits, which is the same service we have. We issued quite an
24 extensive RFP.

25
26 Ms. Sova said we had a mandatory pre-proposal conference and seven firms came.
27 We got RFPs from five firms and they were all determined to be responsible and
28 responsive. They were all evaluated by a committee of the City Manager, Finance
29 Director, and the Public Works Director. We did those separately and independently
30 and scored those proposals. They were presented in a meeting held May 13, 2014.
31 We have listed the evaluation criteria and how the points were spread amongst those.
32 Waste Pro of Florida scored the most total points. They are located in Seminole
33 County. It was not a requirement that CNG (Compressed Natural Gas) trucks be
34 presented in the proposal but they did present that to us. She checked their references
35 and also checked references that weren't in their book.

36
37 Ms. Sova said it was her recommendation that the City Commission authorize her to
38 begin negotiating with the highest ranked proposer, Waste Pro of Florida, and bring
39 forward a mutually agreed upon agreement in the form of a franchise agreement.

40
41 Commissioner Brender asked the timeline for negotiations.

42
43 Ms. Sova said she would give a good month. She said she would be using the
44 consultant during the negotiations as well.

45
46 Commission Brender asked when one contract officially switches to the other.

1
2 Ms. Sova said we extended to February 28, 2015.

3
4 Commissioner Lucarelli thanked everyone who put in a proposal. She said she had
5 done RFPs before and it is a lot of hard work. She thanked everyone for taking the time
6 and effort to do that. She extended her deepest gratitude and thanks to Waste
7 Management for the years of service they have provided.

8
9 Mayor Mealor asked what would happen if the negotiations were not accomplished.

10
11 Ms. Sova said if that is not accomplished she would come back and ask the
12 Commission for authority to move on to the second highest bidder.

13
14 **Motion was made by Commissioner Brender to authorize the City Manager to**
15 **enter into negotiations with Waste Pro of Florida, Inc. for solid waste collection**
16 **services and bring forward a mutually agreed upon franchise agreement,**
17 **seconded by Commissioner Lucarelli.**

18
19 Deputy Mayor Duryea asked what stood out more than others that caused this ranking.

20
21 Ms. Sova said compliance with the terms of the RFP. We wrote it very carefully to put
22 everyone on a level playing field. We asked for RFID carts. It is our intent at the end of
23 this proposal that the City own the carts. They will be marked with the City logo and not
24 a provider's logo. RFID is Radio Frequency Identification Technology. From our office
25 we will be able to know where the trucks are, know where they are dumping, and be
26 able to respond to some of those customer calls about their cart being emptied or not.
27 Age of the trucks was a big concern. We get plenty of calls of oil in the roads and
28 nobody likes it when those trucks are broken down and the garbage men are late.

29
30 Mayor Mealor said this is a difficult decision for the Commission. It is a difficult decision
31 because we have had an ongoing partnership. However, we do have the fiduciary
32 responsibility. This has not been evaluated in some time. We have directed the City
33 Manager and staff to be looking at other areas where there may be cost savings and at
34 the same time providing the same level of service or enhancing the level of service. It
35 was his impression that the proposal coming forward this evening with the No. 1 ranked
36 company accomplishes that.

37
38 **Motion carried unanimously.**

39
40 Ms. Sova said John Omana would be filling in at the next Commission meeting while
41 she attends the annual PRM Educational Conference.

42
43 Ms. Sova asked the Commission to cancel the July 3rd Commission meeting due to the
44 long holiday weekend. We have scheduled around that already.

1 **Motion was made by Commissioner Brender to cancel the July 3, 2014, City**
2 **Commission meeting, seconded by Commissioner Lucarelli and motion carried**
3 **unanimously.**

4
5 Ms. Sova requested the Commission schedule a budget work session at 5:00 P.M. on
6 July 17th prior to setting the proposed millage rate later that evening. There were no
7 objections from the Board.

8
9 Ms. Sova said we received notification from the Property Appraiser that the taxable
10 value for Lake Mary increased 4.25% from the past year. That is good news.

11
12 B. Mayor

13
14 Mayor Mealor had no report at this time.

15
16 C. Commission (2)

17
18 Deputy Mayor Duryea had no report at this time.

19
20 Commissioner Lucarelli said she attended Cocktails for a Cause at the Citrus Club with
21 Harbor House. It is one of the many fundraisers they host for awareness projects.
22 They are going to be expanding more into Seminole County via the faith community with
23 an initiative that is in October. She had been trying to let the churches that she knows
24 to go to the Harbor House website. A lot of domestic violence is in the church. A lot of
25 times religion is used against these women to keep them in that position. The goal is to
26 reach out to the faith-based communities and churches and have presentations and
27 outreach within the churches to any women in the church who are being abused or
28 knows someone who is being abused. Harbor House has the R3 apps for iPhones and
29 they have a training session called "Recognize, Respond, Refer". It is how to recognize
30 domestic violence signs and symptoms and then what you do in response to that and
31 who you refer them to get the help they need. She was happy to see that coming into
32 Seminole County because it is greatly needed. She will be helping out with that. She is
33 going next Wednesday night to speak at one of the CBC village homes for kids aging
34 out of foster care. She would be talking about healthy dating relationships, teen dating
35 violence and that kind of thing.

36
37 Mayor Mealor said he has served as President of the Board of Directors for Harbor
38 House and that group does remarkable work. The unfortunate thing is that their
39 workload increases. He thanked Commissioner Lucarelli for her advocacy.

40
41 Commissioner Brender said he attended CALNO last night hosted by the City of
42 Sanford at the historic Memorial Field. We took a tour of the field and it is in terrific
43 shape. It is a very busy place. Memorial Stadium is used over 320 days a year for all
44 kinds of baseball events.

1 Commissioner Brender said they had a request from Mr. Leavitt with the Seminole
2 Libertarian Party that with the passage of the Once-Cent Sales Tax that we do a better
3 job of posting what projects are being done via the One-Cent Sales Tax. We need to
4 make the Seminole County taxpayers aware of what these projects are, what the extent
5 of the projects are, and recognize that it is a One-Cent Sales Tax item. The County will
6 be taking care of the bulk of this but wanted to make sure one of the requests is
7 followed and we go ahead and post these projects on our website so our citizens know
8 what is going to be happening in Lake Mary, the approximate timeframe for those
9 projects as to when they may come up in a ten-year period. Sections should be added
10 to include estimated start/completion dates, the actual start/completion dates, the actual
11 cost upon completion, and the contractor who will be doing the work. He thought those
12 were sensible items they could follow up on via the website. The County will be
13 producing some signs.

14
15 Ms. Sova said she and Mr. Paster were attending a meeting next week with the whole
16 county so we can begin the prioritization schedule and begin fine tuning the process.

17
18 D. City Attorney

19
20 Ms. Reischmann said a lot of cities are looking into the medical marijuana regulations
21 and perhaps Lake Mary would want to consider a moratorium or zoning regulations at
22 some point. A recent decision in California upheld a city having a complete ban on
23 these clinics so that is something we will follow.

24
25 Ms. Reischmann said she would miss the next meeting to attend a family reunion.

26
27 Mayor Mealar said in preparation of the ballot initiative, the Mayors/Managers group will
28 be addressing this issue. The problem with this ballot initiative is both seductive and
29 deceptive. It is seductive in who wouldn't support it under the way it is presented. The
30 deception is the impact and the unintended consequences that it can have on certain
31 communities. He thought forewarned is forearmed.

32
33 **SIDE 2B**

34
35 Mayor Mealar asked the City Manager to start looking at options.

36
37 XII. Adjournment

38
39 There being no further business, the meeting adjourned at 8:28 P.M.

40
41
42
43
44
45
46

David J. Mealar, Mayor

Mary Campbell, Deputy City Clerk

1
2
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7
8

ATTEST:

Carol A. Foster, City Clerk

DRAFT



MEMORANDUM

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Tom Tomerlin, Economic Development Manager

VIA: Jackie Sova, City Manager

SUBJECT: Approval of Jobs Growth Incentive Interlocal Agreement with Seminole County for CareMed Pharmaceutical Services (Tom Tomerlin, Economic Development Manager)

BACKGROUND:

The Jobs Growth Incentive (JGI) program provides monetary incentives to induce qualified target industries to locate or expand in our community. The JGI program is administered by Seminole County Government, but is designed to be a cooperative program with participating cities. The JGI program is implemented through agreement, and the City's participation is delineated in the attached interlocal agreement with Seminole County.

The JGI program is performance based, and is built around the creation of permanent high-value jobs. Eligibility criteria for the program includes wage thresholds and a significant capital investment in the community. All JGI award recipients are required to provide a surety instrument in the amount of the trust fund award.

DESCRIPTION OF THE PROJECT:

CareMed Pharmaceutical Services provides comprehensive coverage of specialty and retail pharmaceutical products nationwide. The company's primary focus is to provide services to patients with chronic illnesses and/or patients who need essential, life-sustaining medications. The goal of this project is to relocate CareMed's New York headquarters and pharmacy operations to the City of Lake Mary. With the relocation of their New York offices and anticipated new growth, CareMed has identified a need for 30,000 to 40,000 square feet of office space. CareMed is expected to lease and improve an existing facility in the City of Lake Mary. More specifically, the project entails the following benchmarks:

- New to Lake Mary Jobs: 250 (created over a three-year period)
- Average annual wage: \$50,000 (125% of County Average Annual Wage)

- Total Capital investment: \$4,896,356

The applicant is requesting funding in the amount of \$2,000 per new job, for a total JGI award of \$500,000 (i.e., 250 jobs x \$2,000/job). The City is being asked to equally contribute to this award in the amount of \$250,000, in accordance with the attached Interlocal Agreement.

DISCUSSION:

CareMed Pharmaceutical Services is a Specialty Pharmacy (SP). The City of Lake Mary is already home to some SP companies. The addition of CareMed will help better establish the City as a cluster for this growth industry. The amount of time it will take to recover the City's contribution to the award, in the form of increased property tax revenue, is approximately fourteen years. While this return timeframe is somewhat high, when considering all taxing jurisdictions (County/City/Schools), the return timeframe is substantially reduced (i.e., to six years).

The SP industry is expected to grow at a tremendous rate as new therapies develop in the near future. The types of jobs created by SP range from Registered Pharmacists to Packaging/Receiving Clerks. Considering the continued growth of this local industry, backed by the surety guarantee required for the incentive, staff recommends approval of the subject interlocal agreement in the amount of \$250,000.

RECOMMENDATION:

That the City Commission approve and execute the Jobs Growth Incentive Interlocal Agreement with Seminole County for CareMed Pharmaceutical Services in the amount of \$250,000, representing 50% of the total award.

ATTACHMENTS:

- JGI application for CareMed
- Interlocal Agreement between City of Lake Mary and Seminole County
- JGI Agreement between Seminole County and CareMed



SEMINOLE COUNTY JOBS GROWTH INCENTIVE TRUST FUND APPLICATION FORM

- I. Industry/Business Name: Sorkin's Rx LTD. d/b/a CareMed Pharmaceutical Services & CoPilot Provider Support Services, Inc. Federal I.D. NO. 11-2034718 & 45-2399185
- Name of Primary Contact: Nuaman Tyyeb Title: President
- Address: 1981 Marcus Avenue, Suite 225, Lake Success, NY 11042 Phone: (516) 326-2273

- II. **Business Description:** Briefly describe your business including major product lines, current location and levels of operation, divisions and subsidiaries, growth characteristics and any other pertinent information. Please note if this is a new business to Seminole County or an existing business expansion.

CareMed Pharmaceutical Services is a culmination of over 50 years of combined clinical expertise in the Pharmacy and Healthcare field. It regularly develops new standards and concepts to meet and revolutionize the ever-changing challenges of our dynamic industry. Collectively, our staff of professionals has made it possible to bring our high quality, life saving services to the populace while providing mutual benefit to our patients, physicians, pharmacies, the payors, and insurance companies. CareMed Pharmaceutical Services provides comprehensive coverage of specialty and retail products from coast to coast in the United States. Our primary focus is to provide services to patients with chronic illnesses and/or patients who need essential, life-sustaining medications. Working with the insurance and managed care industry CareMed has become an innovator in pharmacy services by providing solutions to these complex health problems

Through newly acquired exclusive contracts, such as providing services to medical software vendors, we're able to access new revenue streams causing growth projections 3-5 times our initial level in 12 months. Previous trends have shown 100% growth for the past 3 years.

Industry or Business Type:

NAICS Code/Number 448110

North American Industry Classification System, 6 digit code for industry classification and statistical use.

III. **Proposed Physical Development:** (describe location and square footage of buildings by type of proposed use, existing or new construction or lease and other major on-site or near site improvements).

Ultimately, the goal is to relocate our New York pharmacy operations entirely to Seminole County, FL. With the relocation of the NY offices and the new FL additions, we anticipate the need for office space to approximate 30,000 to 40,000 square feet to allow for ample space for continued growth. Ideally, the building type will be a free-standing structure with office space for lease. Construction of the lease premises will ensue upon finalization of lease agreement. Construction development will consist of pharmacy area, main headquarters offices, as well as private offices.

IV. **Property, Construction and Utility Estimates**

A. Value of property to be purchased (leased)	\$ <u>2,596,356</u>
B. Value of new construction	\$ <u>700,000</u>
C. Machinery, equipment or personal property value	\$ <u>1,600,000</u>
D. Total proposed capital investment	\$ <u><u>4,896,356</u></u>

V. **Total Grant Funds Requested:** \$ 500,000.00

Proposed Use of Grant Funds:

Value of construction and design, value of lease, and personal property value (office furniture, office supplies, office equipment & appliances, pharmacy equipment & supplies, surveillance & security systems)

VI. Job Creation:

A. Number of Jobs Currently on Payroll NY employees: 85

85 Full-time
 _____ Part-time
 _____ Temporary

B. Number of Increased Jobs Proposed 250

Over the Next Two-Three (2-3) Years	Year 1 <u>100</u> (actual number of new job proposed)	Year 2 <u>75</u> (actual number of new job proposed)	Year 3 <u>75</u> (actual number of new job proposed)
Full-time	100	75	75
Part-time			
Temporary			

C. Average Base Annual Salary of New Jobs Created (Salary excluding benefits) \$50,000

Breakdown of New Jobs by Type/Number/Salary

Type	Number of New Jobs	Average Annual Base Salary
Management/Administration	25	\$80,000
Professional	25	\$100,000
Technical	200	\$40,000
Service		
Trades		
Other		

VII. **Project Spinoff Impacts**

- A. Identify any additional business development that is anticipated as a result of this relocation/ expansion.

The relocating of CareMed's headquarters will require expansion of labor resources and result in continued business growth. Additionally, the relocation and expansion of CoPilot Provider Support Services, with respect to the medical/ provider scope of services, will also contribute to the overall growth and business development.

- B. Identify if **local or regional** contractors would be used for proposed development.

Local contractors would be used for proposed development.

- C. Identify local products that would be used by type and general amount.

N/A

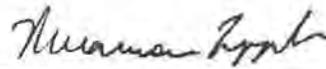
I hereby acknowledge that this application constitutes a request for a Jobs Growth Incentive Trust Fund Grant in the amount shown in Section V of this application and the information provided herein is a true and accurate representation of the company's existing and projected job formation, salary and construction schedules. I also acknowledge that award of funds are subject to Board of County Commissioner discretion for approval. If awarded, an executed contract and performance surety (e.g., letter of credit or performance bond) would be required. Also, I acknowledge that no action has been taken to date regarding the acquisition of buildings or property.

Signature of Chief Company Officer:

February 27, 2014

Date

Printed Name: Nuaman Tyyeb



Witness: Vanessa Mariacher



**SEMINOLE COUNTY / CITY OF LAKE MARY
JOBS GROWTH INCENTIVE PROGRAM INTERLOCAL FUNDING AGREEMENT
(SORKIN'S RX LTD., INC. D/B/A CAREMED PHARMACEUTICAL SERVICES
AND COPILOT PROVIDER SUPPORT SERVICES, INC.)**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2014, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "CITY."

WITNESSETH:

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

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

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

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

WHEREAS, Sorkin's Rx Ltd., Inc. d/b/a CareMed Pharmaceutical Services and Copilot Provider Support Services, Inc. (hereinafter referred to as "COMPANY"), will relocate its business

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

WHEREAS, COMPANY is proposing to lease a forty thousand (40,000) square foot facility at a location in Seminole County at an approximate cost of TWO MILLION FIVE HUNDRED NINE T Y S I X THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS (\$2,596,356.00) and to invest an additional TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00), the sum of which represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will enhance COUNTY's and the CITY's economic base and is consistent with the stated goals and objectives of the COUNTY and CITY's Economic Development Strategies; and

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

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

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

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

(1) Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY an amount up to but not exceeding FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) upon COMPANY's fulfillment of certain

conditions as expressed in said Agreement, a copy of which is attached to this Agreement as Exhibit "A."

(2) CITY agrees to pay to COUNTY an amount up to but not exceeding TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) as its portion of the Jobs Growth Incentive Grant to COMPANY. Said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that payment has been made to COMPANY pursuant to the Jobs Growth Incentive Program Agreement between COMPANY and COUNTY.

(3) COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

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

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

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

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

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

(7) (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

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

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

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

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

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

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

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk

By: _____
DAVID MEALOR, Mayor

Approved as to form and
legal sufficiency.

Date: _____

City Attorney

*[The balance of this page is left intentionally blank;
Attestations continued on following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit A – Jobs Growth Incentive Program Agreement

By: _____
ROBERT DALLARI, Chairman

Date: _____

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

**SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is effective as of the ____ day of _____, 2014, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "COUNTY"), and **SORKIN'S RX LTD., INC. D/B/A CAREMED PHARMACEUTICAL SERVICES AND COPILOT PROVIDER SUPPORT SERVICES, INC.**, whose address is Sorkin's RX Ltd., Inc. D/B/A CareMed Pharmaceutical Services and Copilot Provider Support Services, Inc., 1981 Marcus Avenue, Suite 225, Lake Success, New York 11042 (hereinafter referred to as "COMPANY").

WITNESSETH:

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

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

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

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

WHEREAS, COMPANY will locate its business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital

investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

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

WHEREAS, COMPANY is proposing to lease a forty thousand (40,000) square foot facility at a location in Seminole County at an approximate cost of TWO MILLION FIVE HUNDRED N I N E T Y S I X THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$2,596,356.00) and to invest an additional TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00), the sum of which represents a significant investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will enhance COUNTY's economic base and is consistent with the stated goals and objectives of the COUNTY; and

WHEREAS, COUNTY has made a finding that the COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

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

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

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties do hereby covenant and agree as follows:

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

Section 2. Definitions.

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

(b) "New Permanent Jobs" means jobs made available to persons not having been previously employed by COMPANY at a facility located in Seminole County, such jobs being maintained for a minimum of two (2) consecutive years and having an average minimum salary of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) per annum excluding all paid employee/employer fringe benefits, which represents 125% of Seminole County's Average Annual Wage.

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

(d) "Project" means the lease of a facility that is approximately forty thousand (40,000) square feet, located in Seminole County and the additional capital investment as discussed herein.

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

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

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

(c) COMPANY's Project Manager shall be Nuaman Tyeb, President, or his designee.

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

(a) COMPANY agrees to expand its business operations in Seminole County and agrees to create and provide certain employment opportunities in Seminole County, as more specifically set forth below. COMPANY will secure its obligations relating to this Agreement by causing to be issued, in favor of COUNTY, a performance bond or an irrevocable letter of credit. Said guarantee shall be secured as a condition precedent to any funds paid to the COMPANY, in accordance with this Agreement.

(b) In consideration of approval of its application for funds under the provisions of this Agreement by COUNTY, COMPANY guarantees that at least two hundred fifty (250) New Permanent Jobs will be created on or before three (3) years from the date this Agreement is approved by the Board of County Commissioners of Seminole County, Florida. Said New Permanent Jobs shall be maintained for a period of at least twenty-four (24) consecutive months from date of hire. All New Permanent Jobs must be occupied (personnel may change) for twenty-four (24) consecutive months within a forty-eight (48) month period in order to be eligible for the JGI Grant Award. Job announcements and vacancies must be advertised locally and notice of need must be forwarded to CareerSource Central Florida and the Seminole County Community Services Department.

(c) COMPANY agrees that the Project will result in the expenditure of at least FOUR MILLION EIGHT HUNDRED NINETY - SIX THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$4,896,356.00) of capital investment relating to the Project, which includes the cost to lease approximately forty thousand (40,000) square feet, renovation of leased premises plus relocation, purchase and installation of new equipment.

(d) COMPANY agrees that the Project will commence on or before the effective date of this Agreement and be completed within three (3) years.

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

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

Section 5. Covenants of COUNTY/Grant Funds.

(a) In consideration for COMPANY's creation of at least two hundred fifty (250) New Permanent Jobs by _____ 2017, COUNTY agrees to provide COMPANY with funds to assist in the building renovation/expansion costs, lease costs, purchase of new equipment and other legitimate business costs needed for the expansion of COMPANY in Seminole County in an amount not to exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Payments in advance shall be made upon receipt by COUNTY of a request for funds listing projected costs. Said request shall be reviewed and approved by COUNTY's Economic Development Director.

(b) COUNTY conditions its obligation herein subject to COMPANY promptly furnishing to COUNTY evidence satisfactory to COUNTY, that COMPANY has accomplished its obligations relating to the Project pursuant to Section 7 of this Agreement. Reports shall be made to COUNTY by COMPANY every twelve (12) months in a format provided by and satisfactory to COUNTY and as described herein.

Section 6. Term. Unless earlier terminated by the Parties, this Agreement shall become effective on _____, 2014, notwithstanding the date it is signed by the Parties, and shall remain in effect through Close Out of this Agreement pursuant to and consistent with its terms.

Section 7. Reports.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months

beginning with the first annual anniversary of effective date of this Agreement and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of this Agreement. These reports shall give information regarding the number of New Permanent Jobs that have been created by the COMPANY and of all activities affecting the implementation of this Agreement including, but not limited to, a narrative summary of progress on the Project in the report form approved by COUNTY.

(b) COMPANY shall provide to COUNTY a written annual independent verification accounting, satisfactory to COUNTY in its sole discretion, of compliance by COMPANY with all agreed upon performance standards, as set forth herein, which verification must be certified by an officer of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire twelve (12) month period subsequent to the effective date of this Agreement and subsequent twelve (12) month periods for a total of three (3) annual verifications. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

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

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

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

Section 11. Public Records Law. COMPANY acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to

members of the public upon request. COMPANY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 12. Records and Audits.

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

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

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

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

Section 13. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

For the present, the Parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Manager
1101 East First Street
Sanford, Florida 32771

with copy to:

Seminole County Economic Development Director
1055 AAA Drive, Suite 148
Heathrow, Florida 32746

For COMPANY:

Nuaman Tygeb, President
Sorkins Rx, Ltd. d/b/a CareMed Pharmaceutical Services and CoPilot Provider Support Services, Inc.
1981 Marcus Avenue, Suite 225
Lake Success, New York 11042

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

Section 14. Indemnity and Insurance.

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

(b) The Parties further agree that nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the

State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

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

Section 15. Conflict of Interest.

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

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

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

Section 16. Equal Opportunity Employment.

(a) COMPANY agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms

of compensation, and selection for training, including apprenticeship.

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

Section 17. Compliance with Laws and Regulations. In performing under this Agreement, the Parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating Party to terminate this Agreement immediately upon delivery of written notice of termination to the violating Party.

Section 18. Employee Status.

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

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

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

Section 19. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the

Parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

Section 20. No Contingent Fees.

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

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

Section 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

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

Section 23. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and

consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the Parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue sources or property.

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

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

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

(c) COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to COMPANY by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

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

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

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

(g) COMPANY fails to maintain the New Permanent Jobs created for the time period required by this Agreement.

(h) COMPANY fails to maintain an average salary level for such New Permanent Jobs that is

equal to or greater than the per annum salary set forth in this Agreement.

(i) If, within forty-five (45) days after receiving written notice from COUNTY that an Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per New Permanent Job not created pursuant to the terms of this Agreement; or (2) refund such disbursed funds which COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court subject to determination of COUNTY's entitlement thereto. COUNTY may proceed to assert any and all legal or equitable remedies provided by law.

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

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

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

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

Section 29. Entire Agreement.

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

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

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

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

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

ATTEST:

SORKIN'S RX, LTD. d/b/a CAREMED
PHARMACEUTICAL SERVICES AND COPILOT
PROVIDER SUPPORT SERVICES, INC.

, Secretary

By: _____
NUAMAN TYYEB, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ROBERT DALLARI, Chairman

For the use and reliance
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



MEMORANDUM

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

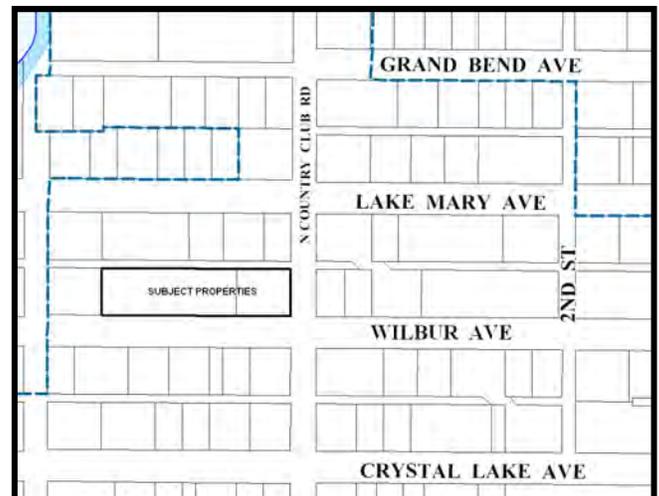
VIA: Jackie Sova, City Manager

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

REFERENCE: City Code of Ordinances and Comprehensive Plan.

COORDINATION: Development Review Committee.

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



DISCUSSION:

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

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

Zoning

NW R-1A	N R-1A	NE R-1A
W R-1A	SITE C-1/R-1A	E Seminol e County
SW DC/ R-1A	S C-1/R-1A	SE C-1

Future Land Use

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

CRITERIA FOR REZONING:

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

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

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

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

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

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

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

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

LEGAL DESCRIPTION:

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

AND

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

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

ATTACHMENTS:

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

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

ORDINANCE NO. 1510

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

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

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

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

WHEREAS, at their regular June 10, 2014 meeting, the City of Lake Mary Planning and Zoning Board voted unanimously to recommend the proposed DC zoning designation.

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

Section 1. That the City Commission in order to promote the health and general welfare of the citizens of Lake Mary, Florida, and to establish the highest and best use of real property within the City of Lake Mary, Florida, hereby rezones the following described property from its present zoning classification of C-1, General Commercial, and R-1A, Residential: SEE ATTACHMENT "A".

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

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

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

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

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

PASSED AND ADOPTED this 17th day of July, 2014

FIRST READING: June 19, 2014

SECOND READING: July 17, 2014

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

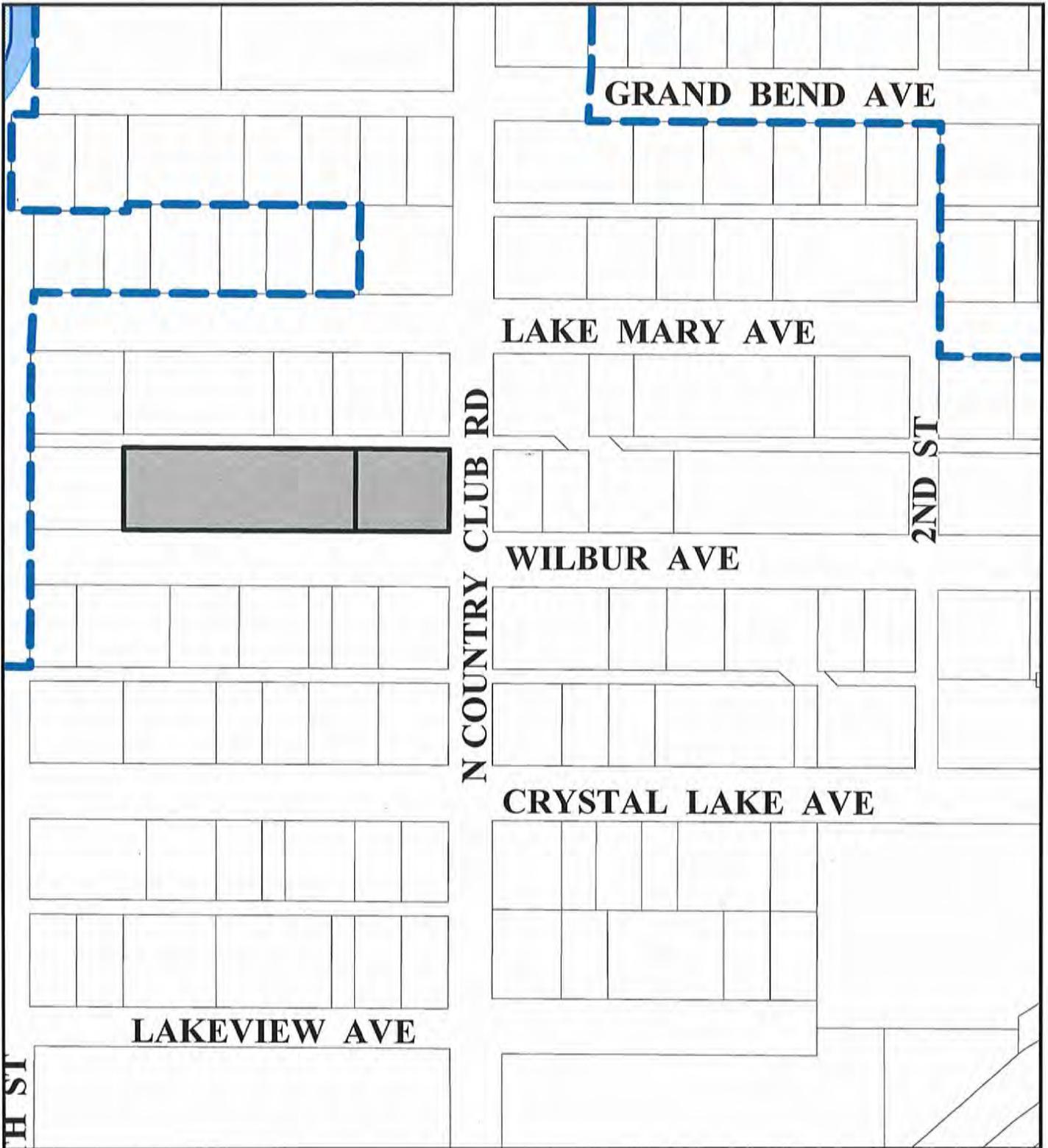
CATHERINE D. REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"
LEGAL DESCRIPTION

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

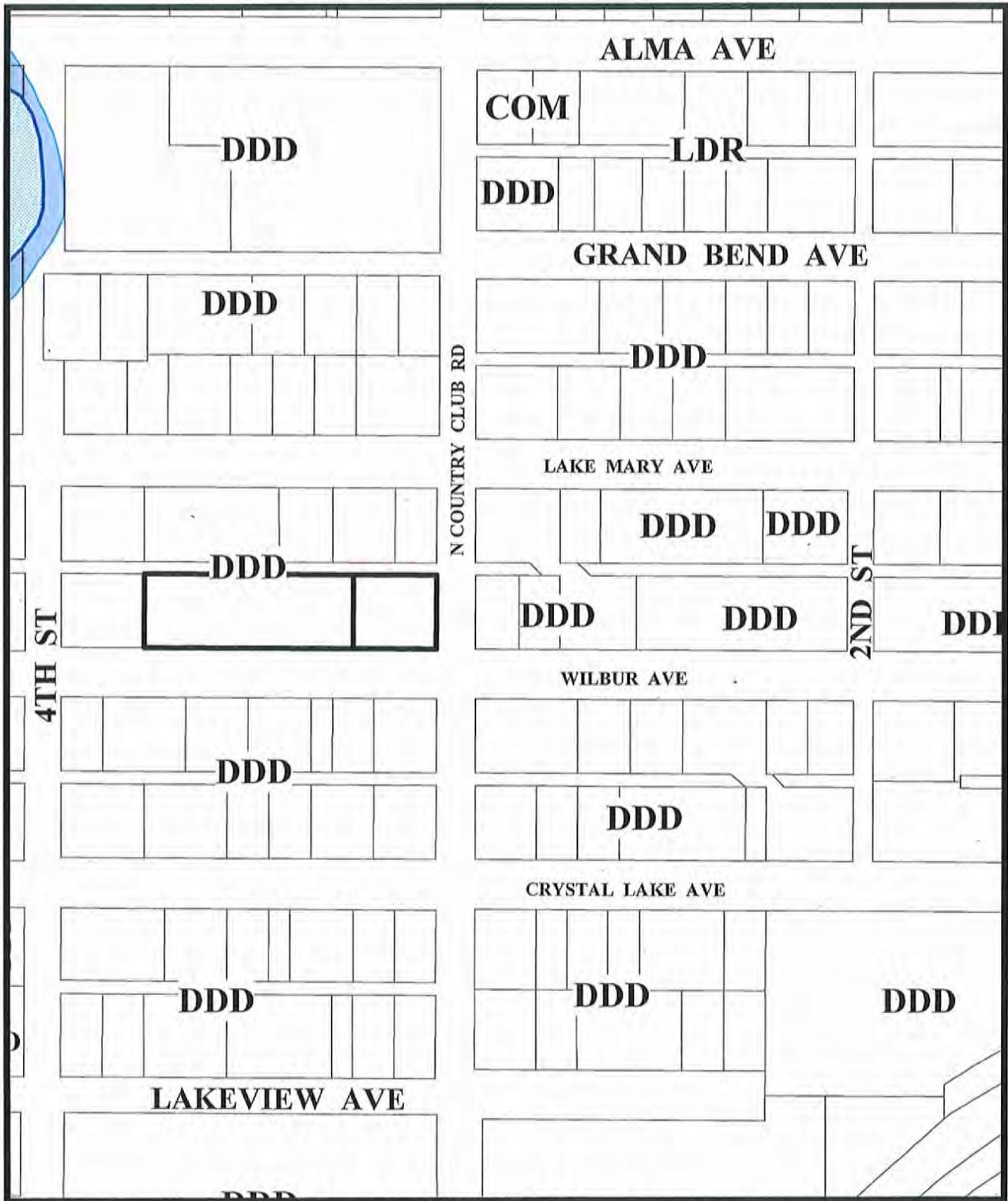
AND

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



LOCATION MAP
128 W. Wilbur Ave.



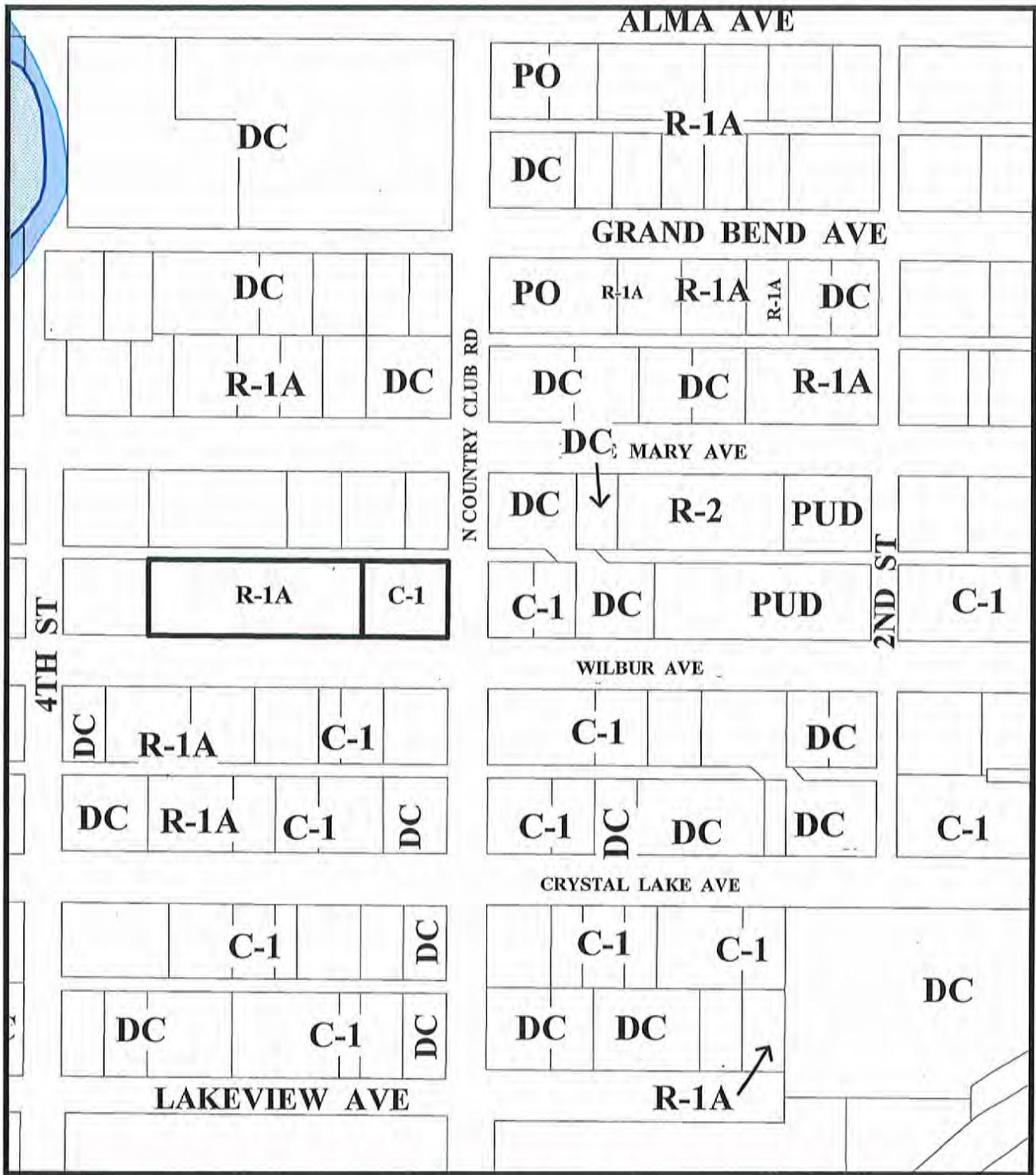


Future Land Use Map



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





Zoning Map



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





N Country Club Rd

W Wilbur Ave



115

123

128

208

115

119

107

147

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

MOTION:

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



MEMORANDUM

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 940 - Request to vacate a portion of North First Street, a 24.47' wide right-of-way; Applicant: Station House Apartments, LLC/Justin Sand (Public Hearing) (Steve Noto, Senior Planner)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST: The applicant requests that the City vacate a portion of North First Street, a 24.47'-wide right-of-way (ROW) located north of East Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes plat. The request for vacate is being made in conjunction with the Station House, a 200-unit luxury apartment development. A portion of North First Street has already been vacated, and another portion included in a long-term lease, as part of this project. This remaining segment was found after the fact by the applicant's surveyor.

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

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

General Impact – As previously mentioned, this vacate is needed for the construction of the Station House, a 200-unit luxury apartment development. A portion of the ROW has already been vacated, and another portion included in a long term lease.

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

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

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

FINDINGS: Staff finds the request to vacate a portion of North First Street, a 24.47'-wide right-of-way (ROW) located north of East Crystal Lake Avenue and east of Block 28 of the Crystal Lake Winter Homes plat to be consistent with the Comprehensive Plan and the City Code of Ordinances with the following condition:

- EPOCH Properties, Inc. is responsible for removal of all utilities in the vacated ROW. This includes contacting all applicable utility companies to coordinate approval of removal.

PLANNING AND ZONING BOARD: At their regular May 27, 2014 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the partial vacation of North First Street, a 24.47' wide right-of-way (ROW).

ATTACHMENTS:

- Resolution No. 940
- Sketch of Description
- May 27, 2014 Planning and Zoning Board Minutes

RESOLUTION NO. 940

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

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

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

WHEREAS, at their May 27, 2014 meeting, the City's Planning and Zoning Board voted unanimously, 5-0, to recommend the vacation of the ROW.

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

1. That certain ROW described more particularly as follows:

See Attachment "A"

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

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

PASSED AND ADOPTED this 19th day of June, 2014.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

A PORTION OF THE MAINTAINED RIGHT-OF-WAY OF FIRST STREET AS SHOWN ON A MAINTENANCE MAP OF THE CITY OF LAKE MARY WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT, AS RECORDED IN MAP BOOK 6, PAGES 176 THROUGH 187, PUBLIC RECORDS OF THE CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF WILBUR AVENUE, NORTH OF CRYSTAL LAKE AVENUE AND EAST OF THE PLATTED PORTION OF FIRST STREET, PER PLAT OF CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF BLOCK 28, CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE S89°01'06"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE, A DISTANCE OF 630.00 FEET TO A POINT ON THE PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET PER SAID PLAT OF CRYSTAL LAKE HOMES FOR A POINT OF BEGINNING; THENCE N01°12'44"E ALONG SAID PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET A DISTANCE OF 126.00 FEET TO THE EASTERLY CENTERLINE EXTENSION OF 20 FOOT ALLEY PER SAID PLAT OF CRYSTAL LAKE HOMES; THENCE S89°01'06"E, ALONG SAID EASTERLY CENTERLINE EXTENSION, A DISTANCE OF 24.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MAINTAINED RIGHT-OF-WAY OF FIRST STREET; THENCE S01°05'38"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 126.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE; THENCE N89°01'06"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 24.47 FEET TO THE POINT OF BEGINNING.

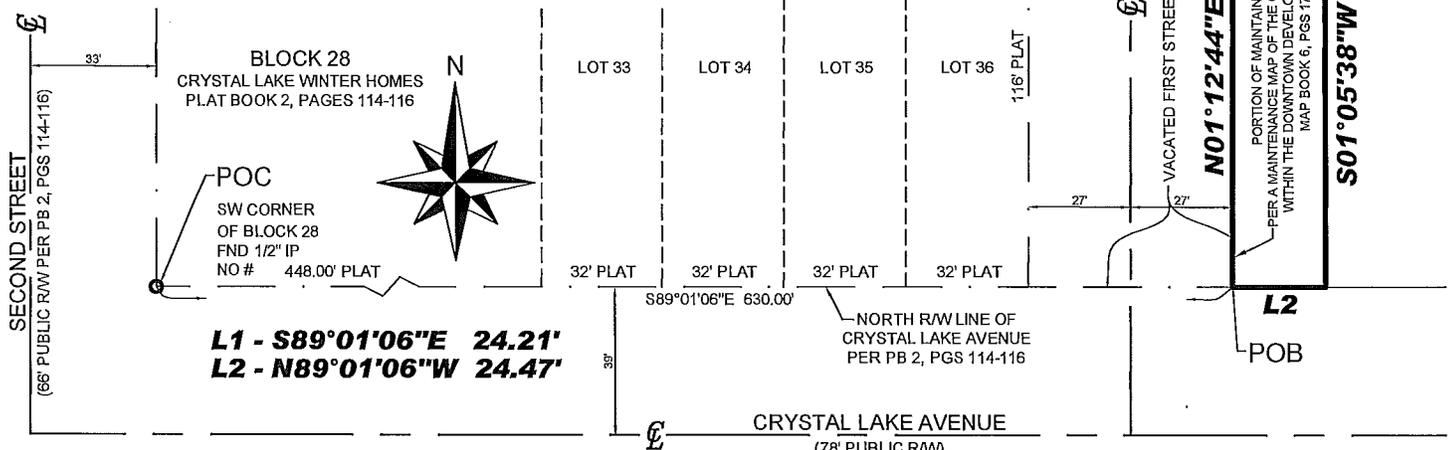
SKETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF THE MAINTAINED RIGHT-OF-WAY OF FIRST STREET AS SHOWN ON A MAINTENANCE MAP OF THE CITY OF LAKE MARY WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT, AS RECORDED IN MAP BOOK 6, PAGES 176 THROUGH 187, PUBLIC RECORDS OF THE CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF WILBUR AVENUE, NORTH OF CRYSTAL LAKE AVENUE AND EAST OF THE PLATTED PORTION OF FIRST STREET, PER PLAT OF CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF BLOCK 28, CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE S89°01'06"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE, A DISTANCE OF 630.00 FEET TO A POINT ON THE PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET PER SAID PLAT OF CRYSTAL LAKE HOMES FOR A POINT OF BEGINNING; THENCE N01°12'44"E ALONG SAID PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET A DISTANCE OF 126.00 FEET TO THE EASTERLY CENTERLINE EXTENSION OF 20 FOOT ALLEY PER SAID PLAT OF CRYSTAL LAKE HOMES; THENCE S89°01'06"E, ALONG SAID EASTERLY CENTERLINE EXTENSION, A DISTANCE OF 24.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MAINTAINED RIGHT-OF-WAY OF FIRST STREET; THENCE S01°05'38"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 126.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE; THENCE N89°01'06"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 24.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,067 SQUARE FEET OR 0.070 ACRES MORE OR LESS.



THIS SKETCH IS NOT A BOUNDARY SURVEY.

JOB # 38947
 CF#9-20-30 STATION HOUSE SOUTH HALF SOD
 DATE: 04/11/14
 SCALE: 1" = 50'
 DRAWN BY: TWR

PREPARED FOR: EPOCH PROPERTIES INC.
 BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH LINE OF CRYSTAL LAKE AVENUE BEING S89°01'06"E.

REVISIONS:
 5/12/14-CITY COMMENTS-JB

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 6J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



ACCURIGHT SURVEYS
 OF ORLANDO INC., LB 4475
 2012 E. Robinson Street Orlando, Florida 32803
 www.AccurightSurveys.net
 Admin@AccurightSurveys.net
 PHONE: (407) 894-6314 FAX: (407) 897-3777

LEGEND	
℄	- CENTERLINE
CALC	- CALCULATED
CBW	- CONCRETE BLOCK WALL
CLF	- CHAIN LINK FENCE
CM	- CONCRETE MONUMENT
CP	- CONCRETE PAD
CONC	- CONCRETE
COVD	- COVERED
CW	- CONCRETE WALKWAY
D	- CENTRAL ANGLE
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
DW	- DRIVEWAY
E/P	- EDGE OF PAVEMENT
ESMT	- EASEMENT
FFE	- FINISHED FLOOR ELEVATION
FND	- FOUND
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
MEAS	- MEASURED
MS	- METAL SHED
N&D	- NAIL & DISK
ORB	- OFFICIAL RECORDS BOOK
P&M	- PLAT & MEASURED
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UB	- UTILITY BOX
UE	- UTILITY EASEMENT
WF	- WOOD FENCE

JAMES D. BRAY PSM 6507
 JAMES D. BRAY DSM 6507
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFT

1 VIII. New Business

2
3 A. 2014-VC-01: Recommendation to the City Commission regarding a petition to
4 vacate for a partial vacation of North First Street, a 24.47' wide right of way,
5 Lake Mary, Florida; Applicant: Station House Apartments, LLC/Justin Sand
6 (Public Hearing)
7

8 Stephen Noto, Senior Planner, presented Item A. and the related Staff Report.
9 Colored Google aerials of the Station House construction currently going on near
10 the Lake Mary Police Department and SunRail Station to the south was on the
11 overhead projector. He said, interesting item tonight. Ironically, these aerials,
12 based on what I can tell, were just updated last week into the Google system.
13 Up until now, the SunRail area was grass and still showed the old homes that
14 were there. So, this is a bit timely for us.
15

16 Mr. Noto stated, the Station House, of course, is already under construction. If
17 you will recall, when we did the Site Plan review last year, there were a number
18 of agreements, vacates, and a number of other things, that went along with it.
19 They brought a new surveyor on board and, essentially, using our right-of-way
20 maintenance maps that we had made years ago, he found additional right of
21 way. It's generally in this area here (indicating to overhead projector) that I'm
22 circling just north of Crystal Lake Avenue. It's a remainder of First Street. The
23 vacate is only for a specific area. I'll show you here in a moment (pause while
24 Mr. Noto put a document entitled Sketch of Description that is attached to the
25 Staff Report on the overhead projector). It's only for that segment of the First
26 Street right of way. There is a remaining segment just to the north. Because of
27 how vacates are done, we are tying that in with an existing long-term lease
28 agreement that will tie it in with – if you follow the laser here – this rectangle-
29 worth of First Street. The reason being is if we vacated that portion originally,
30 part of the property would have gone to the owner to the west, which would have
31 completely, for lack of a better term, messed with the whole project at the get-go.
32 So, that will be going directly to Commission, the right-of-way long term lease
33 agreement.
34

35 Mr. Noto said, what is before you this evening is the vacation of this segment
36 here (indicating to overhead projector) of First Street, and this will go to the June
37 and July cycle of City Commission, and staff is recommending approval.
38

39 Chairman Hawkins requested the Applicant come forward and address the
40 Board.
41

42 Mr. Noto informed Chairman Hawkins that the Applicant was not present.
43

DRAFT

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

3
4 Chairman Hawkins commented, no biggie there.

5
6 **MOTION:**

7
8 **Member Schofield moved to recommend approval to the City Commission**
9 **the request by Station House Apartments, LLC/Justin Sand for a petition to**
10 **vacate for a partial vacation of North First Street, a 24.47' wide right of way,**
11 **Lake Mary, Florida, consistent with staff's Findings listed in the Staff Report**
12 **and subject to the following condition. Member Miller seconded the motion,**
13 **which carried unanimously 5-0.**

14
15 **Staff finds the request to vacate a portion of North First Street, a 24.47'-**
16 **wide Right-of-Way (ROW) located north of East Crystal Lake Avenue and**
17 **east of Block 28 of the Crystal Lake Winter Homes plat to be consistent**
18 **with the Comprehensive Plan and the City Code of Ordinances with the**
19 **following condition:**

- 20
21 **1. EPOCH Properties, Inc., is responsible for removal of all utilities in the**
22 **vacated ROW. This includes contacting all applicable utility companies**
23 **to coordinate approval of removal.**

24
25 Mr. Noto reiterated that this item will move forward to the City Commission's
26 meetings of June 19, 2014, and July 3, 2014.

QUASI-JUDICIAL SIGN-IN SHEET

5/27, 2014
P+2 MEETING

(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Stephen Noto, Senior Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Request to amend the Right-of-Way Utilization Agreement for Station House Apartments, LLC to provide for the inclusion of a 24.47' wide portion of North First Street Right of-Way (Steve Noto, Senior Planner)

REQUEST: In conjunction with 2014-VC-01, a request for vacate of a 24.47' wide portion of North First Street, the applicant is requesting to amend the Right-of-Way (ROW) Utilization Agreement for the Station House Apartments to include a separate portion of North First Street in to the existing long term agreement. A portion of North First Street has already been vacated, and another portion included in a long-term lease, as part of the Station House project. There were additional segments found by the applicant's surveyor that were not vacated or made part of the original ROW Agreement, therefore, a new vacate request has been made. This request is for the additional ROW segment that is not being vacated.

FINDINGS: Staff recommends approval of the First Amendment to the Right-of-Way Utilization Agreement.

ATTACHMENTS:

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

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

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

THIS FIRST AMENDMENT TO RIGHT-OF-WAY UTILIZATION AGREEMENT (the "First Amendment") is made and entered into this _____ day of _____, 2014, by and among **STATION HOUSE APARTMENTS, LLC**, a Florida limited liability company, ("Owner") whose address is 359 Carolina Avenue, Winter Park, Florida 32789, and the **City of Lake Mary**, Florida, a Florida municipal corporation, ("City") whose address is 100 N. Country Club Road, Lake Mary, Florida, 32746.

WITNESSETH:

WHEREAS, on or about March 7, 2014, Owner and City entered into a Right-of-Way Utilization Agreement for Station House Apartments, LLC, as recorded in Official Records Book 8127, Page 1293, Public Records of Seminole County, Florida (the "Agreement") allowing the Owner to utilize and improve the northern portion of the 1st Street right-of-way, Wilbur Avenue right of way, and public alleyway, the location of which is shown in Exhibit "A"; and

WHEREAS, it has been determined that the physical limits of the 1st Street right-of-way that are required to construct the Station House Apartments project are wider than initially shown in Exhibit "A";

WHEREAS, the Owner and City desire to amend the Agreement to more accurately describe the 1st Street right-of-way.

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

1. **AMENDMENTS TO AGREEMENT.** The Owner and City do hereby agree that the Agreement is amended as follows:

(A) The sketch and description that is attached to the Agreement as Exhibit "A" shall include the sketch and description of the additional right-of-way set forth in Exhibit "A-1" attached hereto and made a part hereof.

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

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

Witnesses:

City of Lake Mary, Florida

By: _____
David J. Mealar, Mayor

Printed Name: _____

ATTEST:

By: _____
Carol A. Foster, City Clerk

Printed Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

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

Notary Seal:

Notary Public
Printed Name: _____
My commission expires:

Witnesses:

Station House Apartments, LLC, a Florida
Limited Liability Company,

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Seal:

Notary Public
Printed Name: _____
My commission expires:

EXHIBIT A

[SKETCH AND LEGAL DESCRIPTION OUTLINED IN EXHIBIT "A" OF THE
AGREEMENT]

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

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

SURVEY NOTES:

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

Surveyor's Certificate

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

R. Blair Kitner

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

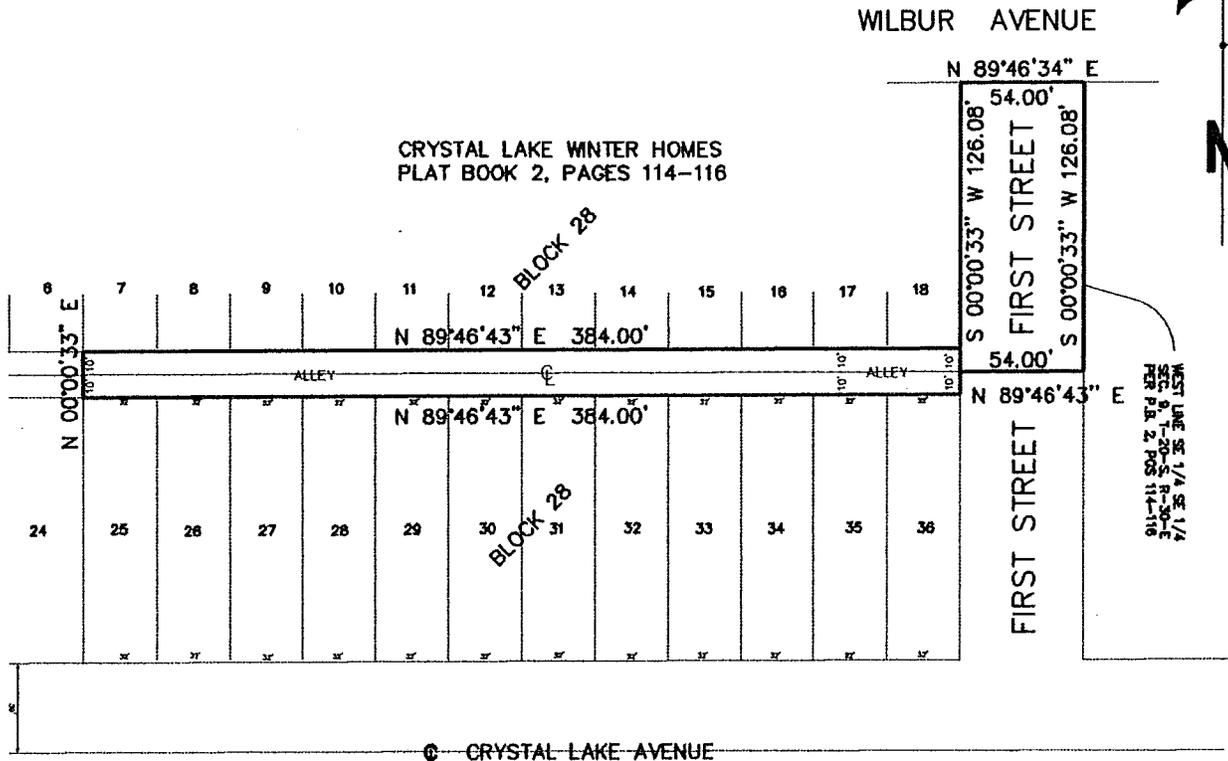
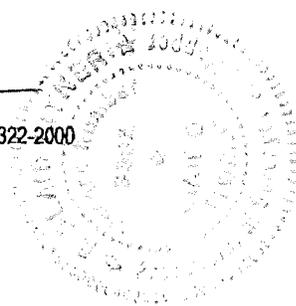


EXHIBIT A-1

[ADDITIONAL RIGHT-OF-WAY SECTION TO BE ADDED]

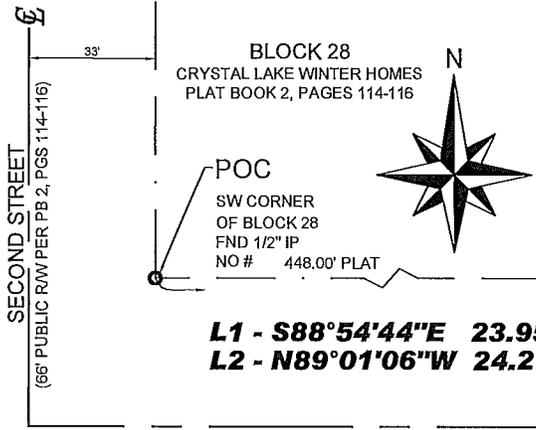
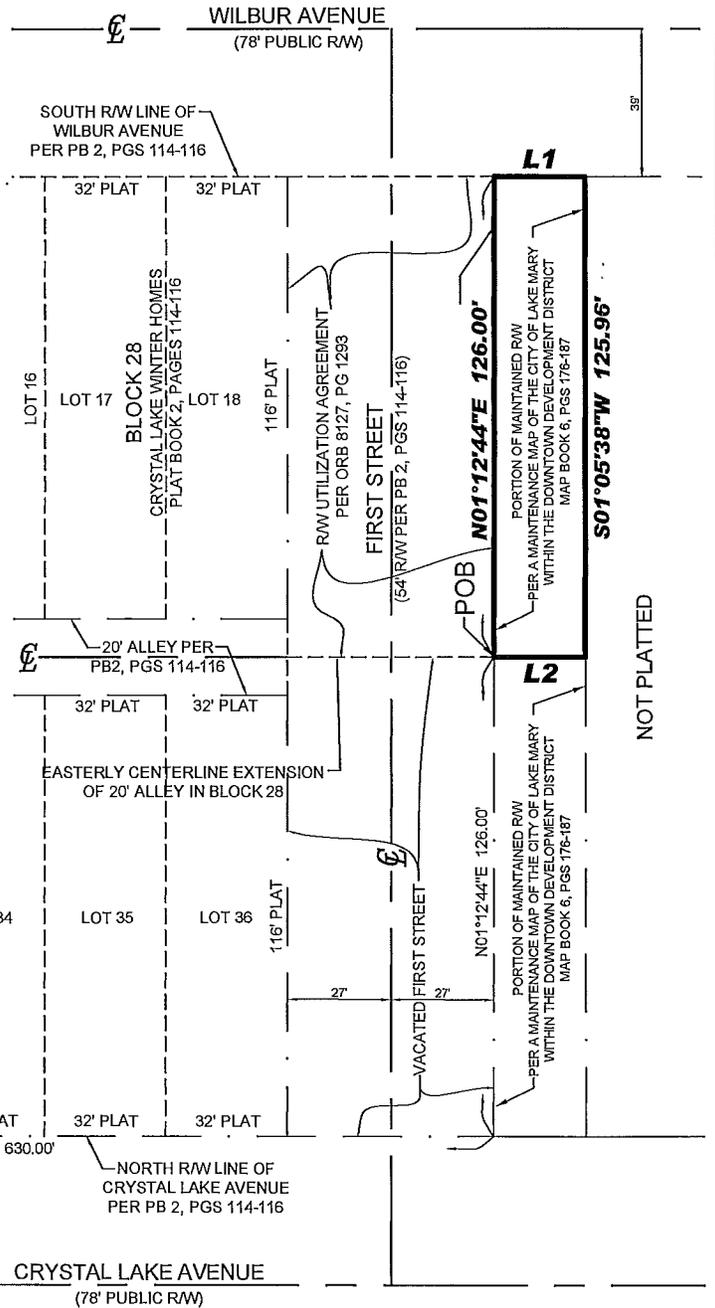
SKETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF THE MAINTAINED RIGHT-OF-WAY OF FIRST STREET AS SHOWN ON A MAINTENANCE MAP OF THE CITY OF LAKE MARY WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT, AS RECORDED IN MAP BOOK 6, PAGES 176 THROUGH 187, PUBLIC RECORDS OF THE CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF WILBUR AVENUE, NORTH OF CRYSTAL LAKE AVENUE AND EAST OF THE PLATTED PORTION OF FIRST STREET, PER PLAT OF CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE 1/2" IRON PIPE AT THE SOUTHWEST CORNER OF BLOCK 28, CRYSTAL LAKES WINTER HOMES, AS RECORDED IN PLAT BOOK 2, PAGES 114 THROUGH 116, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE S89°01'06"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF CRYSTAL LAKE AVENUE, A DISTANCE OF 630.00 FEET TO A POINT ON THE PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET PER SAID PLAT OF CRYSTAL LAKE HOMES; THENCE N01°12'44"E, ALONG SAID PLATTED EAST RIGHT-OF-WAY LINE OF FIRST STREET, A DISTANCE OF 126.00 FEET TO THE EASTERLY CENTERLINE EXTENSION OF 20 FOOT ALLEY PER SAID PLAT OF CRYSTAL LAKE HOMES FOR A POINT OF BEGINNING; THENCE CONTINUE N01°12'44"E, ALONG SAID EAST RIGHT-OF-WAY LINE OF FIRST STREET, A DISTANCE OF 126.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILBUR AVENUE; THENCE S88°54'44"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 23.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MAINTAINED RIGHT-OF-WAY OF FIRST STREET; THENCE S01°05'38"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 125.96 FEET TO SAID EASTERLY CENTERLINE EXTENSION OF 20 FOOT ALLEY; THENCE N89°01'06"W, ALONG SAID EASTERLY CENTERLINE EXTENSION OF 20 FOOT ALLEY TO THE POINT OF BEGINNING.

CONTAINS 3,034 SQUARE FEET OR 0.0696 ACRES MORE OR LESS.



THIS SKETCH IS NOT A BOUNDARY SURVEY.

JOB # 38947
 CF#9-20-30 STATION HOUSE NORTH HALF SOD
 DATE: 04/16/14
 SCALE: 1" = 50'
 DRAWN BY: TWR

PREPARED FOR: EPOCH PROPERTIES INC.
 BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH LINE OF CRYSTAL LAKE AVENUE BEING S89°01'06"E.

REVISIONS:
 5/12/14-CITY COMMENTS-JB

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

James D. Bray
JAMES D. BRAY PSM 5507

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.



ACCURIGHT SURVEYS
 OF ORLANDO INC., LB 4475
 2012 E. Robinson Street Orlando, Florida 32803
 www.AccurightSurveys.net
 Admin@AccurightSurveys.net
 PHONE: (407) 894-6314 FAX: (407) 897-3777

LEGEND			
CL	- CENTERLINE	IR	- IRON ROD
CALC	- CALCULATED	L	- ARC LENGTH
CBW	- CONCRETE BLOCK WALL	MEAS	- MEASURED
CLF	- CHAIN LINK FENCE	MS	- METAL SHED
CM	- CONCRETE MONUMENT	N&D	- NAIL & DISK
CP	- CONCRETE PAD	ORB	- OFFICIAL RECORDS BOOK
CONC	- CONCRETE	P&M	- PLAT & MEASURED
COVD	- COVERED	PB	- PLAT BOOK
CW	- CONCRETE WALKWAY	PC	- POINT OF CURVATURE
D	- CENTRAL ANGLE	PG	- PAGE
DB	- DEED BOOK	POB	- POINT OF BEGINNING
DE	- DRAINAGE EASEMENT	POC	- POINT OF COMMENCEMENT
DW	- DRIVEWAY	RAW	- RIGHT OF WAY
E/P	- EDGE OF PAVEMENT	R	- RADIUS
ESMT	- EASEMENT	TYP	- TYPICAL
FFE	- FINISHED FLOOR ELEVATION	UB	- UTILITY BOX
FND	- FOUND	UE	- UTILITY EASEMENT
IP	- IRON PIPE	WF	- WOOD FENCE



CITY MANAGER'S REPORT

DATE: June 19, 2014
TO: Mayor and City Commission
VIA: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Release of Performance Surety for Enclave at Tuscany Subdivision.
2. SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

ITEMS FOR COMMISSION INFORMATION:

1. Monthly department reports.



CITY MANAGER'S REPORT

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Release of Performance Surety for Enclave at Tuscany Subdivision

HISTORY: Due to the topography of the property known as the Enclave at Tuscany, Jim Bagley, the developer, made a case for mass clearing and grading of the lots. After reviewing the justification for such clearing, the City Engineer concurred with the request. The Planning and Zoning Board said that the only way that they would support the mass clearing was if the developer gave the City surety in an amount sufficient to restore the vegetation that would be removed from the site. Mr. Bagley concurred with the condition. The Commission approved the subdivision plan with the condition.

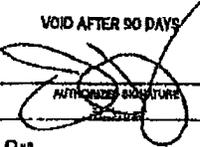
In June of 2011, Mr. Bagley transmitted a check to the City in the amount of \$56,300. See attached copy of the check. The surety was to be retained until such time as the subdivision met all landscape and irrigation requirements. In May, staff did a final inspection and identified several deficiencies. The developer has corrected the deficiencies. In light of this, the developer has requested the return of the surety in the amount of \$56,300.

DETERMINATION: It is staff's determination that the landscaping and irrigation at the Enclave at Tuscany Subdivision meet all relevant City requirements. In light of this, staff requests that surety, in the amount of \$56,300, be returned to Mr. Jim Bagley.

0010000-239-9000



See both front and back images of cleared checks at Chas enroll now.

THE BAGLEY COMPANIES, INC. 2104 TIMBERRIDGE COURT WEST BLOOMFIELD, MI 48324	BANK ONE, MICHIGAN 1559 HOSPITAL ROAD WATERFORD, MI 48327 <small>CHECK DATE</small>	<small>9-32/720</small> <small>CONTROL NO.</small>	<small>CHECK</small> 2404
	6/27/11		<small>AMOUNT</small> \$6,300.00
<small>PAY</small>	Fifty six thousand three hundred <i>no</i>		
<small>TO THE ORDER OF</small>	City of Lake Mary		
LANDSCAPE SOCIETY	VOID AFTER 90 DAYS		
			
<small>⑆002404⑆ ⑆072000326⑆ 175001283910⑆</small>			

003770723472 JUL 06 #0000002404 \$56,300.00



CITY MANAGER'S REPORT

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Steve A. Bracknell, Chief of Police

THRU: N/A

VIA: Jackie Sova, City Manager

SUBJECT: SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement

Attached you will find the SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

This agreement will provide for and authorize operational assistance authority to each agency that has SunRail within their jurisdiction. The agreement outlines the procedures for law enforcement agencies to request and render assistance to the other for law enforcement emergencies, including but not limited to civil disturbances, fires, natural or man-made disasters, escapes from detention facilities, hostage or barricaded suspect situations, and incidents requiring utilization of specialized units.

RECOMMENDATION:

The Commission authorizes the Mayor to execute the SunRail Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

**SUNRAIL
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT**

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations including but not limited to emergencies as defined under §252.34, F.S.; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people.

WHEREAS, the subscribing agencies have the authority under §23.12, F.S., et seq., the "Florida Mutual Aid Act," to enter into a mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in §252.34, F.S.; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the parties agree as follows:

Section I: Operational Assistance

The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render law enforcement assistance to the other for law enforcement emergencies, including but not limited to civil disturbances, fires, natural or man-made disasters, escapes from detention facilities, hostage or barricaded suspect situations, and incidents requiring utilization of specialized units.

Section II: Voluntary Cooperation

A. The subscribing agencies hereby approve and enter into this Agreement whereby each agency may request and render voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. This assistance may address violations of any Florida Statute, e.g., investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, drug offenses pursuant to Chapter 893, F.S. The agencies may conduct joint investigations or operations and may participate in inter-agency task forces.

B. SunRail is Central Florida's commuter rail system and, when fully completed, will connect DeLand in Volusia County to Poinciana in Osceola County. The parties are located along the SunRail line.

When a person reports that a violation of law occurred on a SunRail train, the party receiving the report shall investigate the offense and try to determine the jurisdiction in which it occurred. If the jurisdiction in which the offense occurred is unknown, the party receiving the report shall assume jurisdiction for any follow-up investigation. If it is determined at any time that the offense occurred in another jurisdiction, the case shall be referred to the appropriate agency and a written report provided.

The parties agree their officers are hereby authorized to take law enforcement action to address forcible felonies, as defined by Florida Statute 776.08, which they witness on a SunRail train or at a SunRail passenger terminal. An officer taking such action in a jurisdiction other than his or her own shall notify the applicable agency as soon as practicable, and officers from the responding agency shall assume the investigation. The officer who gave notice of the incident shall assist as needed and shall submit a written report documenting the incident and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

C. This Agreement does not grant law enforcement powers for purposes of off-duty law enforcement employment.

Section III: Procedures for Requesting or Providing Aid

A party to this Agreement ("requesting agency") may obtain assistance as set forth above from another party ("responding agency"). The chief law enforcement executive (Sheriff or Chief of Police) or designee of the requesting agency shall direct the request to the chief law enforcement executive or designee of the responding agency. The request shall specify the needed assistance, e.g., number of personnel, type of equipment, location where equipment or personnel will be assigned, authorization to take law enforcement action in the other jurisdiction. The chief law enforcement executive or designee shall evaluate the situation and his or her agency's available resources and respond in a manner that he or she deems appropriate.

The parties are not required to unreasonably deplete their own equipment, resources, facilities, and services (e.g., personnel, marked units, unmarked units, K-9 units, national, state, and county computer networks) to furnish mutual aid. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

Requests for assistance may be verbal or written. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. The parties shall furnish each other with up-to-date contact information. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

Except for the limited purposes noted in Section II(B), a party is not empowered under this Agreement to take law enforcement action in another party's jurisdiction without the prior approval of the chief law enforcement executive or designee of that jurisdiction.

If a party is rendering assistance in another jurisdiction pursuant to this Agreement, the chief law enforcement executive or designee of that jurisdiction may determine who is authorized to lend assistance, the nature of the assistance, how long assistance is authorized, and for what purpose the authority is granted.

If an officer from one party takes law enforcement action in the jurisdiction of another party pursuant to this Agreement, he or she shall notify the agency having jurisdiction and thereafter take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners and operating temporary detention facilities during situations involving mass arrests.

The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

Section IV: Command and Supervisory Responsibilities

The resources or facilities assigned by the responding agency shall be under the immediate command of a supervising officer designated by the responding agency. Said supervising officer shall be under the direct supervision and command of a person designated by the chief executive officer, or his or her designee, of the requesting agency.

Conflicts: Whenever an agency member is rendering aid pursuant to this Agreement, he or she shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her respective agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

Handling Complaints: If there is cause to believe that a complaint has arisen from a cooperative effort under this Agreement, the requesting agency shall be responsible for documenting the complaint, to try to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the accused agency members without regard to agency affiliation.

The requesting agency shall provide the responding agency with this information, along with a copy of all applicable documentation. The requesting agency shall expeditiously direct the information and documentation to the professional standards unit of the responding agency. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

Section V: Liability

Each party shall be responsible for the acts, omissions, and conduct of its agents, employees, and appointees that occur while said persons are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28 where applicable.

Section VI: Powers, Privileges, Immunities, and Costs

Pursuant to the provisions of Florida Statute 23.127(1), an employee of a subscribing agency who renders aid outside the agency's jurisdiction in accordance with this Agreement shall have the same powers, duties, rights privileges, and immunities as if performing duties inside the jurisdiction of his or her agency.

The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activities of a subscribing agency's employees when performing their respective functions within their agencies' jurisdictional limits shall apply to them to the same degree, manner, and extent while engaged in the performance of their duties extraterritorially under the provisions of this Agreement. This provision shall apply with equal effect to paid, volunteer, and reserve employees.

The responding agency shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while said employees are engaged in rendering such assistance.

Each party furnishing equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the responding agency for any actual costs or expenses incurred by the responding agency performing hereunder.

Section VII: Term

This Agreement shall take effect May 16, 2014 and shall continue in full force and effect through December 31, 2016. The term of this Agreement may be extended for a period of up to 120 days by written agreement executed prior to December 31, 2016 by the chief law

enforcement executives of the parties. This Agreement may not be renewed or amended except in writing.

Section VIII: Cancellation

A party may terminate its participation in this Agreement for convenience upon delivery of written notice to the other parties. The liability provisions of this Agreement shall survive any such termination.

Section IX: Miscellaneous Provisions

A. Agency Policy

Each party shall adopt and enforce written policy that is consistent with the terms of this Agreement.

B. Forfeiture Litigation

If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) in the performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the chief law enforcement executives of the parties involved may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing a forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. Powers

Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party hereto to another party.

D. Damages

This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

E. Conflicts with Florida Mutual Aid Act

In the event of a conflict between the provisions of this Agreement and §23.12, F.S., et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

F. Amendments

This Agreement contains the entire understanding between the parties and shall not be modified except in writing.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY,
FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

SHERIFF'S OFFICE OF OSCEOLA COUNTY,
FLORIDA

Robert E. Hansell
as Sheriff of Osceola County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF OSCEOLA COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

ALTAMONTE SPRINGS POLICE
DEPARTMENT

Michael J. McCoy
as Chief of Police

Date: _____

APPROVED:
CITY OF ALTAMONTE SPRINGS,
FLORIDA

ATTEST:

City Clerk

Patricia Bates
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ALTAMONTE SPRINGS,
FLORIDA. APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

EDGEWOOD POLICE DEPARTMENT

Christopher Francisco
as Chief of Police

Date: _____

ATTEST:

City Clerk

APPROVED:
CITY OF EDGEWOOD, FLORIDA

Ray Bagshaw
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF EDGEWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

KISSIMMEE POLICE DEPARTMENT

Lee Massie
as Chief of Police

Date: _____

APPROVED:
CITY OF KISSIMMEE, FLORIDA

ATTEST:

City Clerk

Michael Steigerwald
City Manager

FOR USE AND RELIANCE ONLY BY
THE CITY OF KISSIMMEE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

LAKE MARY POLICE DEPARTMENT

Steve A. Bracknell
as Chief of Police

Date: _____

APPROVED:
CITY OF LAKE MARY, FLORIDA

ATTEST:

Carol A. Foster
City Clerk

David J. Mealor
Mayor

**FOR USE AND RELIANCE ONLY BY
THE CITY OF LAKE MARY, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.**

BY: _____
City Attorney

LONGWOOD POLICE DEPARTMENT

Troy Hickson
as Chief of Police

Date: _____

ATTEST:

City Clerk

APPROVED:
CITY OF LONGWOOD, FLORIDA

Brian Sackett

FOR USE AND RELIANCE ONLY BY
THE CITY OF LONGWOOD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

MAITLAND POLICE DEPARTMENT

Douglas M. Ball
as Chief of Police

Date: _____

APPROVED:
CITY OF MAITLAND, FLORIDA

ATTEST:

City Clerk

Howard Schieferdecker
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF MAITLAND, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

ORLANDO POLICE DEPARTMENT

John W. Mina
as Chief of Police

Date: _____

APPROVED:
CITY OF ORLANDO, FLORIDA

ATTEST: _____

City Clerk

Buddy Dyer
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF ORLANDO, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
Chief Assistant City Attorney

SANFORD POLICE DEPARTMENT

Cecil Smith
as Chief of Police

Date: _____

APPROVED:
CITY OF SANFORD, FLORIDA

ATTEST:

City Clerk

Jeffrey Triplett
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF SANFORD, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

WINTER PARK POLICE DEPARTMENT

Art King
as Chief of Police

Date: _____

APPROVED:
CITY OF WINTER PARK, FLORIDA

ATTEST:

City Clerk

Kenneth W. Bradley
Mayor

FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS ____ DAY OF
_____ 2014.

BY: _____
City Attorney

SHERIFF'S OFFICE OF SEMINOLE COUNTY,
FLORIDA

Donald S. Eslinger
as Sheriff of Seminole County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF SEMINOLE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2014.

BY: _____
General Counsel

SHERIFF'S OFFICE OF
VOLUSIA COUNTY, FLORIDA

Michael Coffin
as Sheriff of Volusia County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY
THE SHERIFF OF VOLUSIA COUNTY,
FLORIDA. APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF
_____ 2014.

BY: _____
General Counsel



MEMORANDUM

DATE: June 12, 2014

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: May Monthly Report

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	May-14	YTD	Apr-13	YTD	May-14	YTD	May-13	YTD
COMMERCIAL - NEW	0	3	17	18	\$ -	\$ 725,099	\$29,090,189	\$ 48,861,293
COMMERCIAL - ALTERATION	9	84	12	34	\$ 1,787,088	\$ 6,211,493	\$ 1,223,468	\$ 3,392,581
RESIDENTIAL - NEW	1	26	3	28	\$ 186,103	\$ 3,165,501	\$ 508,619	\$ 5,581,189
RESIDENTIAL - ALTERATION	16	74	9	55	\$ 85,012	\$ 638,431	\$ 30,732	\$ 2,167,845
ELECTRICAL - NEW/ALTERATION	16	138	25	78	\$ 463,891	\$ 2,787,110	\$ 461,881	\$ 4,562,961
ELECTRICAL - TEMP/PREPOWER	2	60	18	26	\$ 100	\$ 2,700	\$ 700	\$ 1,500
MECHANICAL - NEW/ALTERATION	36	211	26	88	\$ 1,193,605	\$ 2,362,021	\$ 431,483	\$ 1,547,620
PLUMBING - NEW/ALTERATION	9	90	17	49	\$ 43,882	\$ 1,235,839	\$ 95,344	\$ 1,211,481
ROOFING - TILE, METAL & FLAT	1	58	0	7	\$ 3,400	\$ 1,115,089	\$ -	\$ 41,090
RE-ROOFING	13	89	45	82	\$ 809,390	\$ 1,948,408	\$ 245,446	\$ 1,216,243
SWIMMING POOL	3	41	1	5	\$ 118,272	\$ 470,517	\$ 22,913	\$ 98,413
SCREEN ENCLOSURE	2	15	3	4	\$ 12,995	\$ 57,530	\$ 18,665	\$ 22,465
FENCE	6	44	9	28	\$ 11,861	\$ 111,126	\$ 18,736	\$ 64,022
SIGN	6	30	3	13	\$ 3,791	\$ 33,160	\$ 10,861	\$ 11,041
FOUNDATION ONLY	0	0	0	1	\$ -	\$ -	\$ -	\$ 186,180
DEMOLITION	0	0	3	3	\$ -	\$ -	\$ -	\$ 75,000
TOTALS	120	695	191	519	\$ 4,719,390	\$ 13,765,513	\$32,159,037	\$ 69,040,924

BUILDING INSPECTIONS PERFORMED				
TYPE	May-14	YTD	May-13	YTD
BUILDING	150	1441	293	688
ELECTRICAL	61	602	113	280
MECHANICAL	95	417	47	124
PLUMBING	49	338	85	171
TOTALS	355	2798	538	1263

MAJOR PROJECTS

1. Fountain Parke
2. Enclave @ Tuscany
3. Colonial Grand Ph.2A
4. Station House



CITY MANAGER'S REPORT

DATE: June 19, 2014

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: May 2014 Planning and Development Activity

FY2013-2014 WORKLOAD DATA

	FY2013		FY2014	
	MAY	Total YTD	MAY	Total YTD
Land Use Amendments	0	2	1	1
Rezoning	0	3	2	6
Conditional Use	1	5	0	1
Subdivisions/Plat	0	2	1	5
Site Plans	2	4	1	8
Variances	0	0	0	1
Vacates	0	1	1	1
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	0	1	0	0
Development Agreements, New	0	0	0	0
DRC Reviews	0	4	1	5
Home Occupation Review	3	28	2	33
Business License Review	18	196	16	92
Arbor Permits (non-development related)	14	114	21	123
Zoning Verification Letters	3	11	1	4
Site Permits Issued	0	8	1	6
Building Permits Review	40	362	37	283
Number of Pages Scanned	0	0	0	0

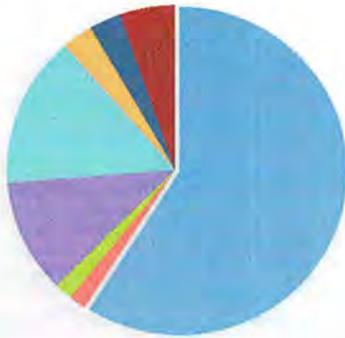
Significant Meetings & Issues:

- May 1 – MetroPlan Municipal Advisory Committee, Lake Mary Elementary School Prep, KLA Schools First Step meeting**
- May 5 – Parks & Recreation board meeting**
- May 6 – Meeting with No Limits Church staff, internal staff meeting regarding 17/92 CRA**
- May 7 – City owned property tour**
- May 8 – Pre-app to discuss development of SE corner of Lake Mary Blvd. & Country Club Rd.**
- May 9 – Meeting with Seminole County staff**
- May 12 – Internal SunRail Quiet Zone meeting, Elder Affairs meeting**
- May 13 – Lake Mary Elementary School presentation**
- May 14 – MetroPlan board meeting, Lakeside at Primera & Noah Events Center pre-con meeting**
- May 20 – Meeting regarding reviving the Crystal Woods Subdivision plan**
- May 21 – 7-11 Store DRC Meeting**
- May 23 – MetroPlan Technical Advisory Committee meeting, meeting to discuss townhouse development in the Downtown**
- May 27 – Orlando Science School First Step meeting**
- May 28 – Metro Plan Bicycle & Pedestrian Advisory Committee, meeting to discuss the Legends Apts.**
- May 29 – North Country Club Road meeting**
- May 30 – Woodbridge Lakes Subdivision grant pre-app meeting, meeting with developer to discuss various potential development sites**

City of Lake Mary Budget Snapshot as of May 31, 2014

(66.67% of Fiscal year elapsed)

Fiscal Year 2013 - 2014 Adopted Budget



- General Fund 60.99%
- Special Revenue .01%
- Debt Service 2%
- Capital Projects 9%
- Water and Sewer 15%
- Stormwater Fund 3%
- Fleet Maintenance 3%
- Health Insurance 6%

General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 6,083,271	\$ 5,986,916	98.4%
Franchise & Utility Taxes	6,072,270	3,310,654	54.5%
Business Tax Receipts	119,500	115,581	96.7%
Permits	997,577	731,302	73.3%
Fines & Forfeitures	68,933	72,710	105.5%
Intergovernmental	1,425,105	863,480	60.6%
Charges for Services	1,288,150	912,398	70.8%
Investment Income/Other	287,000	158,245	55.1%
Operating Transfers In	985,000	656,667	66.7%
Total Revenues	\$ 17,326,806	\$ 12,807,953	73.9%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 96,147	\$ 56,493	58.8%
City Manager	586,465	321,430	54.8%
City Attorney	95,000	44,978	47.3%
City Clerk	226,596	141,987	62.7%
General Government	698,269	399,324	57.2%
Risk Management	15,550	11,053	71.1%
Finance	496,993	333,955	67.2%
Information Systems	213,454	152,091	71.3%
Community Development	612,329	384,023	62.7%
Building	488,410	297,273	60.9%
Facilities Maintenance	369,481	188,569	51.0%
Police Operations	4,906,162	3,164,964	64.5%
Fire Combat	4,516,235	2,816,569	62.4%
Fire Prevention	342,023	209,716	61.3%
Support Services	951,630	552,760	58.1%
PW Admin & Engineering	226,636	145,608	64.2%
Streets/Sidewalks	505,822	263,390	52.1%
Parks & Recreation	1,725,552	989,072	57.3%
Events Center	373,035	236,262	63.3%
Community Center	100,431	58,433	58.2%
Senior Center	114,354	64,957	56.8%
Tennis Center	49,166	28,628	58.2%
Transfers Out	3,019,921	2,013,281	66.7%
Total Expenditures	\$ 20,729,661	\$ 12,874,816	62.1%
<i>Fund Balance Forward</i>	15,527,056	17,541,260	113.0%
Current Fund Balance	\$ 12,124,201	\$ 17,474,397	144.1%

Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 631,921	\$ 421,281	66.7%
Expenditures			
PIRRB Series 2007	\$ 287,438	\$ 287,438	100.0%
PIRRN Series 2012	\$ 330,472	\$ 330,472	100.0%

Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 35,810	21,455	59.9%
Cemetery Sales	4,000	2,500	62.5%
Fines & Forfeitures	12,000	14,158	118.0%
Investment Income/Other	5,650	3,750	66.4%
Total	\$ 57,460	\$ 41,863	72.9%

Expenditures

Training	\$ 18,000	\$ 14,230	79.1%
Operating & DARE	12,500	8,965	71.7%
Contributions	13,000	13,600	104.6%
Capital	298,805	110,309	36.9%
Heritage Park	220,000	3,500	1.6%
Cemetery Operations	9,175	1,851	20.2%
Total	\$ 571,480	\$ 152,455	26.7%
<i>Fund Balance Forward</i>	1,118,062	1,004,102	89.8%
Current Fund Balance	\$ 604,042	\$ 893,510	147.9%

Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 6	\$ 1,455	24250.0%
Grants	351,928	-	0.0%
Intergovernmental/Other	488,833	493,634	101.0%
Transfers In	2,130,000	1,420,000	66.7%
Total	\$ 2,970,767	\$ 1,915,089	64.5%

Expenditures

Capital Projects	3,961,302	1,577,223	39.8%
Total	\$ 3,961,302	\$ 1,577,223	39.8%
<i>Fund Balance Forward</i>	1,050,730	801,493	76.3%
Current Fund Balance	\$ 60,195	\$ 1,139,359	1892.8%

Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,100,000	\$ 1,208,869	57.6%
Sewer Revenue	1,850,000	1,257,503	68.0%
Reclaimed Water	200,000	142,498	71.2%
Water Impact Fees	40,400	39,659	98.2%
Sewer Impact Fees	17,400	2,065	11.9%
Investment Income/Other	180,500	134,551	74.5%
Total	\$ 4,388,300	\$ 2,785,145	63.5%

Expenditures

Operating Expenses	1,581,184	883,034	55.8%
Capital Projects	1,276,700	768,709	60.2%
Wholesale swr/reclaimed	1,325,000	646,784	48.8%
Transfers Out	1,027,000	684,667	66.7%
Total	\$ 5,209,884	\$ 2,983,194	57.3%
<i>Reg Unrestrict Net Assets</i>	14,029,242	14,264,472	101.7%
Available Net Assets	\$ 13,207,658	\$ 14,066,423	106.5%

Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 382,103	\$ 254,250	66.5%
Interest/Other	4,000	3,823	95.6%
Total	\$ 386,103	\$ 258,073	66.8%

Expenditures

Operating Expenses	239,889	152,094	63.4%
Capital Projects	807,500	144,108	17.8%
Total	\$ 1,047,389	\$ 296,202	28.3%
<i>Unrestricted Net Assets</i>	847,712	929,878	109.7%
Available Net Assets	\$ 186,426	\$ 891,749	478.3%

Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 990,619	\$ 504,077	50.9%

Expenditures

Operating Costs	\$ 282,656	\$ 179,492	63.5%
Vehicle Purchases	\$ 792,700	\$ 594,766	75.0%

Health Insurance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Charges for Service/Other	\$ 1,864,998	\$ 1,209,060	64.8%

Expenditures

Health Insurance Expense	\$ 1,629,600	\$ 997,643	61.2%
Health Clinic Expense	\$ 247,694	\$ 153,164	61.8%

City of Lake Mary, Florida
General Fund Revenues
As of May 31, 2014

Account Code	Description	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	2014 Budget	2014 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.5895	3.5895	
311-10	Ad valorem tax	\$ 6,470,685	6,072,711	5,943,112	6,029,358	6,083,271	5,986,916	98.42%
	Franchise & Utility:							
313-10	Duke Energy - Franchise	1,283,358	1,224,950	1,219,190	1,128,047	1,150,078	594,710	51.71%
313-11	FP&L - Franchise	586,291	545,433	576,381	535,600	525,181	263,078	50.09%
313-40	Propane - Franchise	7,090	10,010	7,700	5,864	8,240	6,419	77.90%
313-70	Solid Waste - Franchise	402,902	419,745	420,000	428,368	428,033	289,392	67.61%
	Total Franchise	2,279,641	2,200,138	2,223,271	2,097,879	2,111,532	1,153,599	54.63%
314-10	Duke Energy - Utility	1,348,464	1,249,357	1,281,040	1,288,610	1,273,877	688,552	54.05%
314-11	FP&L - Utility	607,667	601,224	586,393	648,297	618,847	387,742	62.66%
314-20	Telecommunications	2,025,484	2,011,704	1,970,830	2,093,587	2,030,020	1,049,801	51.71%
314-80	Propane Gas - Utility	45,535	47,512	45,080	40,838	37,994	30,960	81.49%
	Total Utility	4,027,150	3,909,797	3,883,343	4,071,332	3,960,738	2,157,055	54.46%
	Total Franchise & Utility	6,306,791	6,109,935	6,106,614	6,169,211	6,072,270	3,310,654	54.52%
	Licenses and Permits:							
321-60	Business Tax Receipts	119,026	115,373	119,000	118,964	119,500	115,581	96.72%
322-10	Building Permits	501,449	851,192	755,000	1,543,828	915,000	600,437	65.62%
322-20	Electrical Permits	31,702	63,819	50,040	45,976	37,017	64,157	173.32%
322-30	Plumbing Permits	12,861	43,687	31,625	30,639	20,069	24,953	124.34%
322-40	Mechanical Permits	23,054	25,243	18,750	32,685	25,491	41,755	163.80%
	Total Licenses & Permits	688,092	1,099,314	974,415	1,772,092	1,117,077	846,883	75.81%
	Fines & Forfeitures:							
351-10	Court Fines	66,172	59,132	38,670	69,858	51,083	37,649	73.70%
351-30	False Alarm Fees	1,850	4,225	2,016	3,950	2,850	400	14.04%
351-50	Violation of Local Ordin.	12,901	7,810	7,000	33,586	15,000	34,661	231.07%
	Total Fines & Forfeitures	80,923	71,167	47,686	107,394	68,933	72,710	105.48%
	Intergovernmental:							
312-41	Local Option Gas Tax	204,746	224,965	244,939	249,978	241,466	145,503	60.26%
334-00	Grants	18,575	3,241	2,096	2,096	-	-	
335-12	State Rev. Share/Gas Tax	268,887	275,591	282,494	293,595	301,344	189,492	62.88%
335-14	Mobile Home License	35	108	50	114	80	12	15.00%
335-15	Alcoholic Beverage Lic.	20,566	9,829	9,500	5,572	13,000	10,285	79.12%
335-18	1/2 Cent Sales Tax	795,364	800,439	824,124	834,141	857,575	511,218	59.61%
	Firefighter Supplement	10,580	11,200	10,320	11,740	11,640	6,970	59.88%
	Total Intergovernmental	1,318,753	1,325,373	1,373,523	1,397,236	1,425,105	863,480	60.59%

City of Lake Mary, Florida
General Fund Revenues
As of May 31, 2014

Account Code	Description	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	2014 Budget	2014 Y-T-D	% FYTD
Charges for Services:								
341-80	County Business License	12,665	10,715	11,000	10,836	11,500	8,821	76.70%
341-21	Zoning Fees	25,615	21,798	15,000	22,074	19,000	11,574	60.92%
341-22	Site Plan Fees	6,400	3,200	3,200	10,200	8,000	11,249	140.61%
341-22	Developer Bonus	-	-	-	-	-	-	-
342-10	Police Services	71,190	63,085	45,000	57,744	53,000	24,858	46.90%
342-60	Rescue Transport Fees	657,144	609,044	465,000	597,065	495,000	404,168	81.65%
347-10	Community/Events Center Rent	499,973	513,448	495,000	489,532	500,000	366,432	73.29%
347-15	Community Center	-	-	-	-	15,000	-	-
347-20	Summer Camp Fees	-	-	-	-	55,000	9,225	16.77%
347-30	Farmers Market	36,838	31,379	35,000	29,719	31,000	16,266	52.47%
347-40	Skate Park Fees	16,296	8,819	13,500	4,221	4,000	2,296	57.40%
347-45	Splash Park Fees	23,504	24,274	25,000	22,811	25,000	7,810	31.24%
347-50	Park Rentals	675	630	800	1,082	850	2,418	284.47%
347-60	Sports Complex Rentals	24,658	27,330	25,000	29,288	27,500	21,333	77.57%
347-70	Softball Leagues	16,875	13,930	17,000	16,575	17,500	9,750	55.71%
347-80	Concession Revenues	5,444	679	1,750	2,435	1,800	5,450	302.78%
347-90	Tennis Center Revenues	52,204	50,231	54,000	40,729	24,000	10,748	44.78%
	Total Charges for Services	1,449,481	1,378,562	1,206,250	1,334,311	1,288,150	912,398	70.83%
Other:								
361-10	Interest	229,730	192,570	132,000	(1,038)	135,000	82,269	60.94%
363-10	Streetlighting	32,802	32,780	32,000	32,484	32,000	20,952	65.48%
364-00	Sale of Capital Assets	15815	51,917	-	388	-	136	-
369-00	Other Miscellaneous Rev.	113,923	160,060	133,400	126,900	120,000	54,888	45.74%
	Total Other Revenue	392,270	437,327	297,400	158,734	287,000	158,245	55.14%
Transfers In:								
381-00	Transfers from W&S	850,000	850,000	900,000	900,000	985,000	656,667	66.67%
381-00	Transfers from Cemetery FD	-	125,000	-	-	-	-	-
	Total Transfers In	850,000	975,000	900,000	900,000	985,000	656,667	66.67%
	Total General Fund Revenue	17,556,995	16,494,389	16,849,000	17,868,336	17,326,806	12,807,953	73.92%
	Carry-forward Fund Balance	15,145,583	15,066,183	16,369,093	16,369,093	15,527,056	17,541,260	112.97%
	Total Available	\$ 32,702,578	31,560,572	33,218,093	34,237,429	32,853,862	30,349,213	92.38%

FINANCE DEPARTMENT
MONTHLY REPORT
May 2014

Purchasing/AP Activity	May-14	FYTD	May-13	FYTD
Purchase Orders Encumbered	23	363	15	296
Bids/RFPs Processed	2	6	2	6
Express Purchase Orders Processed	13	92	7	79
Express P.O. - Average \$ Value	\$148		\$209	
Checks Issued to Vendors	249	1,761	205	1,778
P-Card Transactions	315	2,372	221	2,015
P-Card Average \$ Value	\$134		\$128	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	39	329	41	298
Items Deposited	2,689	22,285	2,987	24,052
Deposited Items Returned	6	24	5	35
Credit/Debit Card transactions	478	3,555	363	2,730
Credit/Debit Card Sales	\$67,782	\$536,515	\$53,053	\$363,900
Employees Paid	574	3,480	567	3,010

Utilities Activity				
Utility Refund Checks	40	146	47	143
Utility Turn-offs for Non-payment	15	134	13	138
Door Hangers for Non-pay prepared	118	1,016	105	846
Delinquent Letters Mailed Out	343	2,711	330	2,651
Utility Service Complaints Handled	7	144	10	151
Garbage Service Complaints Handled	15	104	12	78
Existing Utility Accounts Closed	89	494	87	469
New Utility Accounts Opened	87	507	81	453
Utility Bank Draft Customers	1,120		1,051	
Electronic Utility Payments	1,110		1,060	
Paperless Billing Customers	719		586	
Current Residential Water Customers	4,725		4,696	
Current Residential Sewer Customers	2,577		2,552	
Current Residential Garbage Customers	4,890		4,814	
Current Commercial Water Customers	453		444	
Current Commercial Sewer Customers	387		374	
Current Commercial Garbage Customers	241		239	

IT Activity				
Helpdesk tickets logged	198	1,023		
Computer/Server/Network tickets	194	989		
Cell Phone tickets	4	34		
Helpdesk tickets resolved	198	1,025		
Average resolution time (days)	1			
Intranet/Website Updates	6	67		
Unique Website Visitors	19,407	133,324		

Items of Interest During Reporting Period				



CITY MANAGER'S REPORT

DATE: June 19, 2014
TO: Mayor and City Commission
FROM: Bryan Nipe, Parks and Recreation Director
VIA: Jackie Sova, City Manager *J*
SUBJECT: Parks and Recreation Update for May 2014

Parks and Recreation Accreditation:

- National Recreation and Parks Agency Accreditation is based on an agency's compliance with 144 standards for national accreditation. To achieve accreditation, an agency must comply with 36 Fundamental Standards and at least 92 out of the remaining 108 standards.
- Currently there are 117 accredited agencies (Cities, Counties, Military Bases, Schools, etc.) in the United States. 23 agencies are accredited in Florida.
- A National Recreation and Parks Accreditation visitation team reviewed the City of Lake Mary Parks and Recreation Department accreditation standards in late May. The visitation team concluded that the Department did not miss any of the 36 fundamental standards and met **104** out of the remaining **108** standards. The visitation team has submitted their recommendation to the National Recreation and Parks Accreditation Commission that the City of Lake Mary Parks and Recreation Department become an Accredited Agency.

Recreation:

- Adult Softball
 - 8 team leagues on Monday Men's and Wednesday Co-Ed.
 - New Divisional format allows increased team participation and increased participation in playoff night.

Events Center:

- 10% increase in revenue over this point in FY 2013.

Community Center:

- By the end of May, the Center has 24 rentals on the books. This includes a mix of weddings, wedding rehearsals, birthday parties and baby showers.
- 8 Zumba classes per week currently offered with martial arts and art classes soon to follow.
- Summer Camp for ages 6-11 begins at the new Community Center on June 2nd.

Tennis Center:

- 154 Members – up from 144 in May 2013.
- Summer Tennis Day Camp for ages 5-13 at the Tennis Center begins June 2nd.
- July Firecracker Mixer, Saturday, July 12th @ 6:00pm.

Community Events:

- WineART Wednesdays – first Wednesday of the month. June WineART will incorporate 9 food trucks into the event.

Grounds and Facilities:

- Staff is working with a local designer to bring conceptals and probable costs for the City Hall waterfront improvements to Commission for direction. Concepts to be completed in early June.
- New landscape maintenance contract with Luke Brothers to begin July 1st.

MEMO

TO: Bryan Nipe, Director of Parks & Recreation

FROM: Sean Cabrera, Recreation Specialist

DATE: June 9, 2014



PARKS AND RECREATION MONTHLY ACTIVITY REPORT FOR THE MONTH OF: MAY 2014

EVENTS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	0	10	70	85
rentals	38	23	209	184
revenue	\$ 56,519.65	\$ 44,423.25	\$ 366,431.64	\$ 332,424.91
expenses	\$ 33,579.88	\$ 34,664.38	\$ 236,262.07	\$ 216,520.85

SENIOR CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	126	132	946	877
individual participants	1984	1806	16999	13206
revenue	\$ 564.59	\$ 1,170.36	\$ 21,430.86	\$ 15,883.58
expenses	\$ 9,420.55	\$ 11,750.11	\$ 64,957.11	\$ 70,200.37

COMMUNITY CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	34	0	34	0
non-revenue uses	14	0	14	0
rentals	4	0	4	0
rental revenue	\$ 1,835.00	\$ -	\$ 1,835.00	\$ -
expenses	\$ 13,411.59	\$ -	\$ 58,433.24	\$ -

TENNIS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	154	144		
revenue	\$ 1,608.95	\$ 1,733.60	\$ 10,747.75	\$ 26,789.84
expenses	\$ 2,086.90	\$ 1,811.63	\$ 28,628.34	\$ 43,064.58

OTHER REVENUES	Current Month	This Month Last YR	Current YTD	Previous YTD
Farmers Market	\$ 1,331.13	\$ 2,350.07	\$ 16,266.06	\$ 20,530.64
Skate Park	\$ 137.74	\$ 330.92	\$ 2,296.26	\$ 2,675.73
Splash Park	\$ 4,625.67	\$ 4,206.61	\$ 7,810.58	\$ 5,319.81
Park Rentals	\$ 582.83	\$ 25.00	\$ 1,240.66	\$ 700.00
Sports Complex	\$ 580.00	\$ 2,625.66	\$ 21,332.57	\$ 19,539.32
Leagues	\$ -	\$ 325.00	\$ 9,750.00	\$ 11,375.00
Concession (Trailhead & Sports Comp.)	\$ 934.22	\$ 277.25	\$ 5,450.46	\$ 1,579.79
TOTAL OTHER REVENUES	\$ 8,191.59	\$ 10,140.51	\$ 64,146.59	\$ 61,720.29

**WORK ORDER EXPENSES**

TYPE	May-14	YTD	May-13	YTD	May-14	YTD	May-13	YTD
LABOR	37%	40%	23%	27%	\$ 6,825.85	\$ 35,167.31	\$ 3,891.79	\$ 34,795.21
MATERIALS	31%	25%	10%	17%	\$ 5,764.84	\$ 33,220.39	\$ 1,570.55	\$ 27,642.59
CONTRACTOR	32%	35%	67%	56%	\$ 6,043.53	\$ 33,590.09	\$ 11,253.00	\$ 55,567.04
TOTALS	100%	100%	100%	100%	\$ 18,634.22	\$101,977.79	\$ 16,715.34	\$118,004.84

WORK ORDERS BY BUILDING

FACILITY	May-14	YTD	May-13	YTD
CITY HALL	24	111	12	82
COMMUNITY CENTER	6	21	0	0
EVENTS CENTER	13	61	5	47
EMPLOYEE HEALTH CLINIC	3	8	1	7
FLEET	5	12	2	12
FRANK EVANS MUSEUM	2	9	4	15
LIBERTY PARK	1	2	0	2
MUNICIPAL COMPLEX	9	65	13	63
PARKS BUILDING	2	26	4	20
POLICE DEPARTMENT	9	57	12	57
PUBLIC WORKS BUILDING	8	35	5	31
SPORTS COMPLEX	5	27	7	23
STATION #33	4	29	7	31
STATION #37	4	21	5	23
TENNIS CENTER	4	25	2	13
TRAILHEAD PARK	1	6	4	14
WATER TREATMENT PLANT	6	17	1	12
TOTALS	106	532	84	452

WORK ORDERS BY CATEGORY

FACILITY	May-14	YTD	May-13	YTD
APPLIANCES	4	22	6	25
DOORS - INT, EXT, & HARDWARE	11	39	3	32
ELECTRICAL	33	184	16	131
FIRE ALARM SYSTEMS	0	9	2	6
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	3	34	4	30
JANITORIAL	0	19	1	7
MISCELLANEOUS	10	70	8	42
PAINT - INTERIOR & EXTERIOR	0	3	0	7
PEST CONTROL	4	10	1	7
PLUMBING	17	54	6	36
PREVENTATIVE MAINTENANCE	24	87	34	122
SECURITY SYSTEMS	0	1	2	5
SEPTIC TANKS	0	0	0	0
VENDING	0	0	1	2
TOTALS	106	532	84	452



Lake Mary Police Department

MONTHLY REPORT - MAY 2014

	FY 2014 MAY	FY 2014 YTD	FY 2013 MAY	FY 2013 YTD
Monthly Call Volume	5,028	39,207	5,228	36,458
Response Times (in minutes)				
Priority 1	3.44		5.29	
Priority 2	4.07		3.14	
Priority 3	7.61		6.65	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	2	1	4
Robbery	0	2	0	1
Assault/Battery	16	66	6	66
Burglary	5	38	5	43
Theft, all other	20	134	15	141
Motor Vehicle Theft	0	5	2	7
Theft of Motor Vehicle Parts	2	12	0	5
Arson	0	0	0	0
D.U.I.	4	24	7	32

Total Arrests

Adults	34	271	50	283
Juveniles	6	25	4	32

Traffic Calls

Crashes	57	415	50	416
Criminal Citations	8	112	21	122
Citations- non criminal	479	2,676	576	3,186
Parking citations	15	81	10	64
K9 Deployments	15	80	6	47
Agency Assist; outside Jurisdiction	50	406	63	354

Alarms

Total	94	730	88	675
Business	57	459	57	470
Residential	37	271	31	232

Total Responses to City Ordinance Violations

36	221	47	121
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Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

The Click It Or Ticket Campaign was a huge success, with 144 citations issued, ensuring safer driving in our City.

Officer McDaniel of the Motors Unit participated in Altamonte's Cranes Roost Family Fest Day, with his motorcycle on display.

K-9 Officers DelGenio and Wheeler gave a Public and K-9 Preparedness Event at Home Depot. Our K-9 Unit had 13 deployments in May.

Ofc. McDaniel assisted SCSO while flying with Alert by locating two fleeing subjects who "bailed" from their vehicle.

Honor Guard

Our Honor Guard served at the following functions during May: The funeral for FHP Officer Chelsea Richard, the Memorial Ceremony held at Sanford P.D. in observance of Police Week, and Seminole County Sheriff's Office Annual Memorial Service.

Criminal Investigations Division

Lt. Mike Biles graduated from Leadership Seminole, 23rd Session.

Detectives Hernandez and Crutcher attended a 72 hour New Detectives Academy.

Detective Riddle is on trial assignment (six months) to the Seminole County Economic Crimes Unit. During his first week there Lake Mary assigned seven economic crimes to the unit, to include: extortion of an elderly person, illegal use of another's credit card/fraud and IRS tax fraud.

The following cases were assigned to Criminal Investigations in May:

Theft (3), Vehicle Burglary (1), Commercial Burglary (1), Simple Assault (2), Aggravated Assault with a Firearm (1), Criminal Mischief (1) and Fraud (1).

Community Relations Division

Ofc. Hudson participated in the following Community Relations Activities in May:

Presented a Safety Class to 22 children at a local day care.

Attended a Business Advisory meeting for Seminole County School Board.

Participated in the TRIAD meeting at Lake Mary Police Department.

Assisted a local church as they handed out roses on Mother's Day.

Was guest judge for the Box Car Race at Grace United Church, for 25 children & their parents.

Attended a fundraiser for Senior Intervention Group at Emeritus Senior Living.

Attended the Grand Opening of the Lake Mary Community Center.

Taught class on "Response to Active Shooter In the Workplace" to a group of 30 Rotarians.

Seniors Intervention Group provided over a dozen rides and 72 meals, along with other services, to low income seniors.

Attended the 2014 Graduation Ceremony at Lake Mary High School, along with Paula Cadavid, Lake Mary Police Department's Volunteer of the Year, 2013.

Support Services Division

Gerald Minchin started as PT Admin Assistant in Support Services to assist with purchasing and quartermaster duties.

Support Services hosted Active Shooter & Criminal Justice Information Systems Training (FDLE).



City of Lake Mary
Fire Department
911 Wallace Court, Lake Mary, Florida 32746



Monthly Report

May 2014

Administration and Emergency Operations

We responded to 357 alarms, had 175 transports, and logged over 948 hours of training during the month of May.

Emergency Operations personnel had an additional 42 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Administration continued working on data and statistics for transport fees as well as professional development programs for all ranks.

Fire Prevention

Fire Prevention conducted 205 combined inspections and 30 plan reviews.

Activities included - follow up on fire sprinkler, false alarm, atrium and occupant load issues at several buildings, and worked on inspection software.

Attended First Step, DRC, Pre-Con, CFFMA, School Board, SEED, and Station House status meetings. Also attended Safety, Awards, Retirement and Taking Care of Our Own committee meetings.

Attended/participated in Seminole County Hurricane Exercise.

Met with/assisted Verizon with Pre-Fire Planning.

Assisted Florida Building Commission Contractor with inspections for statewide study

Assisted Orange County Fire Department with interview process for Asst. Fire Marshal

Scanned 437 pages.

Public Education Events –

Fire Extinguisher Training – Faro – 50 people

Attended Home Depot Hurricane Prep Event w/table display – about 50 people

Fire Extinguisher Training- Royal Academy – 5 people

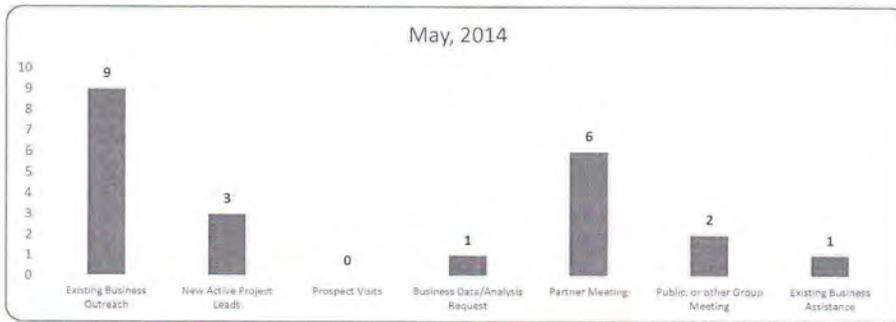
Hurricane Preparedness – Blue Cross – 250 people

Conducted 21 – 911 tests at local businesses and 7 lockbox inspections

Activity Summary

City of Lake Mary, Economic Development Activity Summary May, 2014	
Activity Code	Explanation
Existing Business Outreach	Existing business outreach meeting or interview
New Active Project Leads	Meetings associated with new projects that develop into follow-up action or incentive
Prospect Visits	Meeting with business potentially interested in relocating or expanding in Lake Mary
Business Data/Analysis Request	Data and analysis request processed
Partner Meeting	Meeting with Economic Development partners
Public, or other Group Meeting	Public Meetings, or other group meeting
Existing Business Assistance	Existing business assistance with problem, and follow-up

Activity Count	May, 2014
Existing Business Outreach	9
New Active Project Leads	3
Prospect Visits	0
Business Data/Analysis Request	1
Partner Meeting	6
Public, or other Group Meeting	2
Existing Business Assistance	1
Total Count	22



Milestones:

Series of meetings/negotiations to develop an incentive proposal for a new 'confidential' economic development project. The project involves a corporate relocation and tasks included coordination with partner organizations (MOEDC, County), identification of land and associated collateral, and development of an incentive proposal letter.
Resurgence of a long-standing economic development prospect/project involving consolidation of services from a national firm. The project would involve significant job creation and capital investment in the City.
Continued meetings/negotiations regarding two ongoing 'confidential' economic development projects. (1) Project Valens - Life Sciences firm considering moving operations to Lake Mary, from NY State. (2) Project BlueSky - Corporate Headquarter relocation and expansion to Lake Mary
Tabulated results of downtown business survey.
Advertised and selected a student intern to assist economic development during the summer. The intern will focus on helping develop an economic development marketing piece for the City.
Connect potential new Charter School, interested in Victoria Plaza, with the Community Redevelopment Agency for purposes of seeking a grant to help offset site improvements.

City of Lake Mary -
Economic Development Activity Report

Activity Detail

**City of Lake Mary, Economic Development Activity Log
May, 2014**

Name	Date	Activity Code	Explanation
Tom	5/1/14	Public, or other Group Meeting	Participated in Florida League of Cities Technology meeting.
Tom	5/2/14	New Active Project Leads	Teleconference regarding Project Valens with MOEDC and Firm's President.
Tom	5/5/14	Public, or other Group Meeting	Attend Congressman John Mica's economic development priority meeting held in Winter Park, Florida. Received direction to draft resolution supporting continued operation of the Baldwin Park VA medical center.
Tom	5/5/14	Partner Meeting	Participated in the Regional Planning Council's affordable housing working group.
Tom	5/5/14	Partner Meeting	Coordinated the Seminole Economic Development Education Network (SEDEN) meeting. Topics included continuing workforce education, transit oriented education, and special needs employment programs.
Tom	5/6/14	New Active Project Leads	Meet to discuss potential project in US 17-92 Community Redevelopment Area, within Lake Mary.
Tom	5/7/14	Partner Meeting	Familiarization tour of City owned property.
Tom	5/8/14	New Active Project Leads	Devise incentive plan for an EFI request for information dealing with a corporate headquarter relocation. Tasks included identification of suitable property and development of an incentive proposal. Results summarized in a conceptual proposal letter outlining property and incentives.
Tom	5/14/14	Existing Business Outreach	Set-up and staffed the Lake Mary table at the Seminole County Business Expo. This Chamber event, held at the Lake Mary Events Center, resulted in significant outreach to local businesses. Twenty local follow-up leads resulted from the effort.
Tom	5/15/14	Existing Business Outreach	Meeting with small group of downtown Lake Mary business owners to discuss idea of developing a merchant's association.
Tom	5/15/14	Partner Meeting	Attended the Seminole County Schools internship Expo.
Tom	5/21/14	Existing Business Outreach	Business outreach and visit to FARO, AT&T, Scholastic Bookfairs, Axium and Massey regarding Lake Mary VanPool program.
Tom	5/22/14	Existing Business Outreach	Attend All Freight Pro grand opening.
Tom	5/23/14	Partner Meeting	Help County Economic Development prepare for Seminole presentation to Regional Economic Development team (RED team) consisting of County economic development staff and partners.
Tom	5/28/14	Existing Business Outreach	Grand opening event for Fresh Market.
Tom	5/28/14	Partner Meeting	Coordinated a meeting with Enterprise Florida and City/County economic development staff.
Tom		Business Data/Analysis Request	Gathered data and coordinated a response to a RFI regarding a major corporate relocation project.
Tom		Existing Business Assistance	Connect Winter Park merchants association leaders to Lake Mary.

**CITY CLERK'S OFFICE MONTHLY REPORT
MAY 2014**

	FY 2014		FY 2013	
	MAY 14	YTD	MAY 13	YTD
MINUTES PREPARED (SETS)	2	13	1	13
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	0	4	0	2
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	1	0	3
PROCLAMATIONS PREPARED	1	15	3	23
PUBLIC HEARING NOTICES PUBLISHED	0	3	3	8
OCCUPATIONAL LICENSES				
NEW	16	139	12	188
RENEWALS	9	207	1	380
TRANSFERS	3	38	3	27
REVENUE GENERATED	\$1,153.75	\$27,137.25	842.50	\$35,510.50
FOOD TRUCKS LICENSED (WineART Wednesday)	3	22	4	38
REVENUE GENERATED	\$75.00	\$895.00 (\$100 CREDIT FROM 9/14/13)	\$200.00	\$1,900.00
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	3	21	1	23
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

PUBLIC WORKS UPDATE

May 2014

Streets/Sidewalks – 432

1. Station House area parking, utility and road improvements under way; expected completion August 2014.
2. Design of parking lot for Community Building under way.
3. Parking lot recoating/stripping completed at Community Ctr, Liberty Park, & City Hall.
4. Rinehart Trail resurfacing bid date is June 25th.

Water Treatment – 434

1. 12-month average daily water demand 2.94 million gallons (4% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.46, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Large meter replacements being scheduled for June and July.
3. Continuing decommission of galvanized water mains downtown.
4. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
5. New lift station SCADA system, Santis Engineering, installation to be completed in June.
6. Lake Mary Blvd/TOD sewer design complete, working on permitting.

	May-14	FYTD	May-13	FYTD
Work Orders Completed	39	227	34	210
Sidewalks Repaired (Feet)	0	1,960	0	535
Street Signs Installed	10	100	15	107
Streets Paved (Miles)	0	3	0	0
Paved Streets Maintained (Asphalt - Tons)	2.50	26.50	4.00	46
Millions Gallons Treated	110	722	103.90	746
New Water Meters Installed	1	26	2	24
Waterlines Installed (Feet)	0	230	0	0
Waterline Breaks Repaired	10	148	10	104
Meters Exchanged	33	235	24	367
Turn-On/Turn-Off (Customer Request)	176	1,001	168	1,090
Turn-Offs/Non-Payment	15	134	13	151
Water System Dist. Valves Exercised	40	220	30	140
Vehicle Preventative Maint. Inspections	52	391	51	376
Vehicles/Equipment Serviced	81	649	89	712