



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, AUGUST 20, 2015 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: August 6, 2015**
- 6. Special Presentations**
- 7. Citizen Participation - This is an opportunity for anyone to come forward and address the Commission on any matter relating to the City or of concern to our citizens. This also includes: 1) any item discussed at a previous work session; 2) any item not specifically listed on a previous agenda but discussed at a previous Commission meeting or 3) any item on tonight's agenda not labeled as a public hearing. Items requiring a public hearing are generally so noted on the agenda and public input will be taken when the item is considered.**
- 8. Unfinished Business**

- A. Ordinance No. 1526 - Rezoning from Planned Unit Development (PUD) to PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist Health System/Sunbelt, Inc., applicant - Second Reading (Public Hearing) (quasi-judicial) (John Omana, Community Development Director)**

9. New Business

- A. Request for a \$5,000.00 Neighborhood Beautification Grant for Crystal Ridge Subdivision (Steve Noto, Deputy City Planner)**
- B. Resolution No. 971 - Qualified Target Industry (QTI) for Jeunesse, LLC, and Approval of Expenditures as Required Local Financial Support for this State Administered Incentive (Tom Tomerlin, Economic Development Manager)**
- C. Ordinance No. 1527 - Reduce the Elder Affairs Commission from 9 Members to 7 Members - First Reading (Public Hearing) (Bryan Nipe, Parks & Recreation Director)**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Elder Affairs Commission 2016 Shred-A-Thon event location**
- b. Authorize City Manager to enter into contracts with Consulting Engineers**

B. Items for Information

- a. Monthly department reports**

12. Mayor and Commissioners Report - (2)

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: September 3, 2015

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held August 6, 2015,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.

4
5 1. Call to Order

6
7 The meeting was called to order by Mayor David Mealor at 7:04 P.M.

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 The Pledge of Allegiance was led by Dr. Ellen McLaughlin.

14
15 4. Roll Call

16
17 Mayor David Mealor
18 Commissioner Gary Brender
19 Deputy Mayor George Duryea
20 Commissioner Sidney Miller
21 Commissioner Jo Ann Lucarelli

Tom Tomerlin, Acting City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Development Dir.
Gary Schindler, City Planner
Steve Noto, Deputy City Planner
Bruce Paster, Public Works Director
Wanda Broadway, Human Resources Manager
Gunnar Smith, Events Center Manager
Steve Bracknell, Police Chief
Frank Cornier, Fire Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk

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31 5. Approval of Minutes: July 23, 2015

32
33 **Motion was made by Commissioner Brender to approve the minutes of the July**
34 **23, 2015, work session and regular meeting, seconded by Commissioner Lucarelli**
35 **and motion carried unanimously.**

36
37 Mayor Mealor said best wishes will remain with our City Manager, Jackie Sova. The
38 Acting City Manager is Dr. Tom Tomerlin who is our Economic Development Manager.

39
40 Mayor Mealor said we are very fortunate that the Forest has a liaison team that joins us
41 for every meeting and serves as the go-to people when there is an issue.

42
43 6. Special Presentations

1 A. Special Recognition to City Employees of the 2nd and 3rd Quarters: Jean
2 McCarthy, Lida Mansfield, Jill Alvarez, Sue Baumbach, Barbara Nuzzo, and
3 Cheryl Walker – Finance Department
4

5 Ms. Holloway said traditionally our Employee of the Quarter program is for a selected
6 individual. We are going to change it up tonight and are recognizing a team. The team
7 members are of the Finance Department. After 30 years of having the same garbage
8 provider, we changed to Waste Pro. These are the frontline girls and asked them to
9 come forward. She introduced Barbara Nuzzo, Customer Service Representative; Jean
10 McCarthy, Finance Manager; Jill Alvarez, Purchasing Coordinator; and Sue Baumbach,
11 Utility Billing Specialist.
12

13 Ms. Holloway said these are the ladies that run the City every day face to face, on the
14 phone and everything else. They have probably touched every one of our residential
15 and commercial customers. When you go through a transition like this after 30 years
16 with the same company, there are customer service level expectations. When you have
17 change, sometimes there is much more change than you realize. With their collective
18 efforts and positive attitudes, this transition went pretty seamless. You are always going
19 to have some unhappy people but overall most of our customers were very glad. The
20 girls did a fabulous job. We have been with Waste Pro five months and am proud to
21 say there are very little issues we are having. A couple of things we are still tweaking.
22

23 Ms. Holloway said when we go through these transitions we have things like contract
24 changes, pricing changes, service level changes, route changes and everything else
25 and these girls have to keep everybody straight. Sometimes they didn't know the
26 answers but we figured it out and got along well. Without these girls, that transition
27 could have been disastrous for the City. She thanked them and said she appreciated all
28 the hard work and effort they have put into this. She said she was really proud of them.
29

30 Mayor Meador said the essence of what we try to do is about customer service and what
31 we can do for our residents. He said he wanted to single out one of our Public Works
32 teams. We received a letter from one of our residents that had an issue. He
33 immediately contacted the Public Works Department and spoke with Michelle McCurdy
34 who had the work scheduled within a day. He thanked Mr. Paster. Under crew leader
35 Tony Williams, his team of Mr. Bill Elliott, Mr. Anthony Tyler, and Mr. Norris Matthews
36 began addressing the problem. It was addressed to the satisfaction of the customer
37 who said never has he seen a level of professionalism as was experienced by that
38 team. He asked Mr. Paster to communicate to the team how much we appreciate that.
39 This community has a wonderful reputation. We sometimes get the credit but the reality
40 is it is the employees of the City of Lake Mary and what they are asked to do on a daily
41 basis that make the difference. He thanked them for a job well done.
42

43 B. Seminole State College Student Team: Parks & Recreation Survey
44

1 Mayor Mealor said we are very fortunate in that one of our true partners in the City of
2 Lake Mary is Seminole State College. He turned the presentation over to the Acting
3 City Manager.

4
5 Mr. Tomerlin said he would like to introduce the Seminole State College team that
6 worked with us over the summer to develop and administer a questionnaire to citizens
7 of Lake Mary. This questionnaire was addressing the parks and recreation facilities,
8 programs, and events throughout the City. This is going to help us better inform how
9 we allocate resources to the Parks & Recreation Department. He introduced the team
10 leader, Benjamin Dillie, and asked him to come to the podium and introduce his team.

11
12 Mr. Tomerlin gave a special recognition to their head professor, Dr. Chris Beehner, who
13 is a professor in the Bachelors of Information Management (BIM) degree program at
14 Seminole State College.

15
16 Benjamin Dillie, team leader, came forward and introduced the team that worked
17 together on this project: Gomatie Chowrimootoo, Mike Miller, John Reilley and a
18 member who could not be here tonight Tina Hogan. He said we could not have done
19 this without our professor, Dr. Beehner.

20
21 Mayor Mealor asked if there was anything to report related to the findings or is that
22 something that will be forthcoming to the Commission.

23
24 Mr. Tomerlin said that will be forthcoming to the Commission. The good news is they
25 have delivered a final report and we will incorporate that into our Parks & Recreation
26 Master Plan.

27
28 Mayor Mealor said it is interesting as students at Seminole State you are presenting a
29 report to the City. Before I was ever elected to the City Commission, I was asked in my
30 role as a professor of research at UCF to bring some students in to conduct a survey
31 and we were very pleased that survey data was incorporated in the public policy and we
32 look forward to reviewing your recommendations in a similar manner. He thanked them
33 for a job well done.

34
35 7. Citizen Participation – This is an opportunity for anyone to come forward and
36 address the Commission on any matter relating to the City or of concern to our
37 citizens. This also includes: 1) any item discussed at a previous work session;
38 2) any item not specifically listed on a previous agenda but discussed at a
39 previous Commission meeting; or 3) any item on tonight's agenda not labeled as
40 a public hearing. Items requiring a public hearing are generally so noted on the
41 agenda and public input will be taken when the item is considered.

42
43 No one came forward at this time and citizen participation was closed.

44
45 8. Unfinished Business

1 There was no unfinished business at this time.

2
3 9. New Business

- 4
5 A. Resolution No. 969 – Authorizing the Submission of a Grant Application of the
6 Florida Recreation Development Assistance Program Grant Application for
7 Heritage Park (Gunnar Smith, Recreation Supervisor/Events Center
8 Manager)
9

10 The City Attorney read Resolution No. 969 by title only.

11
12 Gunnar Smith, Recreation Supervisor/Events Center Manager, came forward. The
13 Parks & Recreation Department is applying for a Florida Recreation Development
14 Assistance Program grant to help support the development of Heritage Park. The
15 application is due August 14th. One of the requirements of the application is to have
16 Heritage Park in our comprehensive plan or resolve to fund the project if awarded the
17 grant. The resolution has been drafted to address this requirement. The resolution was
18 updated today to include the grant and project amounts. We are applying for \$200,000
19 and we must match \$200,000 in cash or in kind from the City, and that can include land
20 value. We are asking for approval of the resolution.

21
22 **Motion was made by Commissioner Miller to approve Resolution No. 969,**
23 **seconded by Commissioner Lucarelli and motion carried unanimously.**
24

- 25 B. Ordinance No. 1526 – Rezoning from Planned Unit Development (PUD) to
26 PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed
27 development of a Florida Hospital emergency medical facility, 950 Rinehart
28 Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist
29 Health System/Sunbelt, Inc., applicant – First Reading (Public Hearing)
30 (quasi-judicial) (John Omana, Community Development Director) (Postponed
31 5/21/15, 6/4/15)
32

33 The City Attorney read Ordinance No. 1526 by title only on first reading.

34
35 Mr. Omana said what is before the Commission is not a site plan approval. The site
36 plan approval process was already done and the site plan was approved by the
37 Planning & Zoning Board on April 28, 2015.
38

39 Mr. Omana said the applicant requests an amendment to the approved Rinehart Place
40 PUD agreement and that is in the form of a rezoning from PUD to PUD. That is
41 standard language for a change such as this one. When it takes that form of rezoning,
42 it has to meet four criteria. Those four criteria are set forth in Section 154.27 of our
43 Land Development Code and would go through those later in the presentation. Since
44 this is a PUD, the Commission also has to make findings subject to the PUD criteria as
45 outlined in Section 154.61 of the Land Development Code. All these sections he is

1 referencing have been included in the staff report as a matter of record and for the
2 Commission's review.

3
4 Mr. Omana showed the subject property on the overhead. It is located at the southwest
5 corner of Rinehart Road and County Road 46A across from the Oaklawn Cemetery
6 area. In 2013 the Adventist Health Systems Group and Sunbelt, Inc. purchased Lots 3,
7 4A, 4B and 7 and approached the City about developing part of the property into an
8 emergency center. The area in question that we are dealing with this evening involves
9 Lots 4A and 4B and Lot 7 which is the area in the back (he pointed out those lots on the
10 overhead). He pointed out another building on the exhibit that is owned by the Florida
11 Hospital folks, the Centennial Bank, and ABC Fine Wine & Spirits.

12
13 Mr. Omana said the amendment to the PUD is proposing to allow a freestanding
14 emergency medical facility and a helipad in conjunction with the emergency department
15 for the Florida Hospital folks. He showed the location of the helipad on the exhibit and
16 would be behind the structure.

17
18 Mr. Omana said the original commercial building on Lot A has been demolished and an
19 18,500 S.F. emergency medical facility is proposed. The helipad is proposed to be
20 located behind said building. Florida Hospital vehicles and vehicles that are contracted
21 with the hospital facility will be subject to a protocol and procedure that is included in the
22 staff report. That's illustrated by the area in yellow on the graphic. That would be the
23 preferred route for these vehicles to enter the site. Additionally they will be able to enter
24 in the blue area which is the main entrance at the front of the center and follow the
25 stated protocol as outlined in the staff report.

26
27 Mr. Omana said in terms of the transportation impact, this is something we have
28 discussed over and over again. He said he was one of the first project managers of the
29 first PUD amendment that came back in 1999 and has been able to see the progression
30 of changes and the progression of trips associated with this project. He said he could
31 tell you with certainty that the parameter that was set for the traffic threshold has not
32 been exceeded. If this project exceeded 6,171 trips, it would have to go through a
33 number of traffic studies and analysis and potential traffic improvements. The project
34 study submitted by the applicant was reviewed by our traffic engineer and it was found
35 not to exceed that threshold. He quoted from a memo from Jeremy Owens of CPH
36 Engineers (copy attached): "Based on the information provided, the proposed
37 development is within the thresholds set of the previous approval for new external site
38 trips (6,171) and does not show an increase in traffic from what was previously
39 proposed."

40
41 Mr. Omana said there are four criteria when you rezone from PUD to PUD. In this case
42 it is taking the form of a developer's agreement. The four criteria are the need and
43 justification for a change, the effect of the change on a particular property and
44 surrounding properties, the amount of undeveloped land in that particular zoning district,
45 and the relationship of the proposed amendment to the comprehensive plan. The four
46 criteria have been met, specifically the comprehensive plan is consistent with the PUD

1 and the associated developer's agreement. Those findings of fact are included in the
2 staff report under Items 1, 2, 3, and 4 under the 155.27 section.

3
4 Mr. Omana said in addition the City Commission also has to find that the proposed PUD
5 amendment is consistent with Section 154.61(D)(2)(d) wherein it states that project has
6 to be substantially in compliance with the purpose of the PUD and the PUD district. The
7 PUD district envelopes the concept of flexibility, flexibility in design, mix of uses,
8 aesthetically pleasing elements, and a number of other design issues. We have found
9 that the subject proposal is consistent with the four criteria under 154.61, Items 1, 2, 3
10 and 4 as outlined in your staff report.

11
12 Mr. Omana said under Findings of Fact No. 5, staff finds that the proposed revision of
13 the approved final development plan consisting of the first amendment to the master
14 development agreement of the Rinehart Place PUD to be consistent with Florida
15 Statutes, consistent with the City of Lake Mary Comprehensive Plan, as well as the City
16 of Lake Mary Code of Ordinances. Prior to the issuance of a CO for the emergency
17 medical facility, the applicant must comply with the following condition:

18
19 **Prior to the issuance of a CO for the building on Lot 4A, Rinehart Place, the**
20 **developer shall improve the safety and aesthetics of Lot 7. This shall include**
21 **demolishing and removing the building shells, both those erect and those lying**
22 **on the ground. The developer shall also remove all construction materials, junk**
23 **and debris. The developer shall mow the area on a regular basis. The building**
24 **slabs may remain, however, there shall not be any construction materials that**
25 **extend above the plane of the slab.**

26
27 Mr. Omana said if the Commission decides to act on an approval, he asked the motion
28 to include this language as part of that motion. That way it will be part of the record.

29
30 Mr. Omana said the Planning & Zoning Board at their regular April 28, 2015, meeting
31 voted unanimously 4 – 0 to recommend approval to the City Commission with the
32 condition he just read. In a separate but related matter, the P&Z voted to approve the
33 site plan of the emergency medical facility with the understanding the rezoning would
34 have to be considered by the City Commission as well. If the Commission approves on
35 second reading, that will effectively approve the site plan that the P&Z acted upon.

36
37 Mr. Omana pointed out that this item was previously postponed. There were a number
38 of issues that needed to be resolved. There were concerns on a number of sides. In
39 talking to the representatives of Florida Hospital, ABC Fine Wine and Spirits, and the
40 Centennial Bank folks, there appears to be an agreement at this time. It looks like the
41 issues have been resolved and would defer to their specific representatives for
42 confirmation of that.

43
44 Ms. Reischmann said generally we are informal when we have this type of situation.
45 She asked if anyone would like to have everyone sworn in at this point. She noted

1 Messrs. Langley and Owen were nodding their heads no. She asked the Commission
2 to state any ex parte communication they may have had at the proper time.

3
4 Commissioner Brender said they talked about the traffic impacts. According to the
5 readings the traffic generation number of 6,171 is projections of the buildout of the
6 entire property and not just Lots 4 and 7 that they are looking at right now. He asked if
7 that was correct.

8
9 Mr. Omana said that incorporated the proposal plus what was already there plus what
10 was already shown on the previously approved site plan as far as square footages.

11
12 Commissioner Brender said it said something about buildout for 65,000 S.F. potentially
13 in Lot 7 and 65,000 S.F. elsewhere.

14
15 Mr. Omana said that was correct.

16
17 Commissioner Brender said that's the buildout of the entire property and not just what
18 we're talking about this evening.

19
20 Mr. Omana said that was correct.

21
22 Ms. Reischmann said everyone has worked cooperatively. It has been a pleasure
23 working with everyone involved—John (Omana) and Steve (Noto), Mr. Owen with
24 Florida Hospital, and Mr. Langley and Mr. Devlin with ABC. Another request made by
25 ABC Fine Wine is that the building on Lot 3 would be demolished before December and
26 believed Mr. Owen will make that commitment. She wanted to bring that out early on
27 because she knew it was important to the ABC folks.

28
29 Commissioner Brender announced he has had a couple of phone calls with
30 representatives from ABC, has met with staff and the applicant he believed on two
31 occasions in meetings, there have been e-mails and that sort of thing from numerous
32 folks in Woodbridge Lakes and Timacuan.

33
34 Deputy Mayor Duryea announced he met with John (Omana) to have him discuss what
35 was going on. He said he talked to the manager of ABC but didn't think he talked to
36 anyone from the hospital. Anything he does will be based upon the material presented
37 this evening.

38
39 Commissioner Miller announced he has had no discussions with any of the parties since
40 it was postponed from the other City Commission meeting.

41
42 Commissioner Lucarelli announced she has had phone conversations with the ABC
43 folks and believed with the Florida Hospital. She had one e-mail exchange from a
44 resident in Woodbridge Lakes. Any decision will be based on tonight's facts.

1 Commissioner Miller announced prior to the postponement at the other City
2 Commission meeting he walked the property and had discussions with the manager at
3 ABC and various people, and Jodie Barry at Florida Hospital. The issue he was trying
4 to determine is why they wanted to remove the slabs.

5
6 Mayor Meador announced he had direct conversations with the representative of ABC
7 Fine Wine and Spirits, he talked with representatives of Florida Hospital, he
8 communicated with residents related to this item based on their e-mail or telephone
9 calls and also walked the property particularly as it relates to what was known as Lot 7.

10
11 Mr. Omana said we received a letter dated July 31, 2015, from Mr. Michael Dougherty
12 who is the president of the Timacuan Community Services Association expressing their
13 support for the project (copy is attached).

14
15 Mayor Meador said before we move to the public hearing section of tonight's agenda, he
16 asked if anyone would like to come forward on behalf of the project in terms of the
17 principles. When we talk about principles we are talking about Florida Hospital but also
18 the existing businesses there.

19
20 Borron Owen of Gray Robinson Law Firm, 301 East Pine Street, Orlando, Florida, came
21 forward representing Florida Hospital. It is a pleasure to be with you tonight and we
22 appreciate the opportunity to spend a few minutes and discuss our proposed project
23 that would bring a Florida Hospital facility to the City of Lake Mary. We are here tonight
24 seeking approval on first reading of Ordinance No. 1526 to rezone real property owned
25 by Florida Hospital at Rinehart Place on Rinehart Road. We seek specific authorization
26 for a stand-alone emergency department. We support the staff's report, we support the
27 conditions contained in it, as well as the recommendations and conditions of the
28 Planning & Zoning Board's unanimous approval and unanimous recommendation at the
29 April 28, 2015, meeting, all of which we agree to follow.

30
31 Mr. Owen said we have a mission and ministry founded in health and healing. Our
32 vision is to offer the City of Lake Mary and the Lake Mary community superior
33 community-based emergency healthcare through a neighborhood facility that brings the
34 full spectrum of Florida Hospital's significant medical experience and expertise. We are
35 offering convenient emergency care that we believe is a significant community benefit,
36 particularly in those situations where seconds can make a difference in a person's
37 medical care. We strive to be good neighbors and during this process we have had
38 numerous neighborhood meetings in order to address and hear what our neighbors
39 have to say. We have met with City staff to understand City issues and requirements.
40 We have listened to our neighbors and to the City and will address in good faith the
41 conditions before you tonight. We will commit and have committed to demolish the
42 building on Lot 3 before December. He thanked the Commission for their time and
43 attention. We are available to answer any questions. He asked to reserve a few
44 minutes after public comment to respond to any questions or concerns that may arise.

1 Deputy Mayor Duryea said it was his understanding that the emergency facility will be
2 somewhat in the center towards the front. He asked what constitutes the uses and what
3 are you going to do with the rear part of the property.

4
5 Mr. Owen asked Deputy Mayor Duryea if he meant Lot 7.

6
7 Deputy Mayor Duryea answered affirmatively.

8
9 Mr. Owen said at this point we are going to follow the conditions in the staff report as
10 recommended by Planning & Zoning. We have no plans of what we are going to do in
11 the back other than we will make it look nice and will follow the conditions outlined in the
12 staff report. We really don't have plans for what's happening on Lot 7 at this point.

13
14 Mayor Mealor said we will allow Mr. Owen to come back after the public hearing
15 section.

16
17 Dan Langley of Fishback Dominick Law Firm came forward representing ABC and B-1
18 Property Management. He thanked the City Attorney and City Manager for putting the
19 parties together to work a solution. We have no objection to what is before you tonight.

20
21 Mayor Mealor said in a letter dated June 2nd, Mr. Langley outlined a number of
22 concerns. He said he appreciated the fact that we were able to work through those to
23 the satisfaction of his clients.

24
25 Francis "Butch" Devlin, 669 Pickfair Terrace, came forward. He thanked the
26 Commission, Katie (Reischmann) and Jackie Sova for bringing the parties together.
27 What we have come to is going to be great for our community.

28
29 Mayor Mealor said we appreciate Mr. Devlin's leadership. He had dual roles and it put
30 him in difficult situations at times. He has always been a joy to work with and his
31 company is a great corporate neighbor and we appreciate what they do for greater
32 Seminole County.

33
34 Deputy Mayor Duryea said we are focusing a specific use for the emergency facility and
35 had no problem with that. He asked what they could do with the back half.

36
37 Mr. Omana said under the existing developer's agreement the back half of the project
38 had slated so many square feet of entitlements. He quoted from Page 10 of the
39 developer's agreement: "The development of Lot 7 shall adhere to the following criteria.
40 Use. Lot 7's initial use shall be 180,000 S.F. of medical or traditional office. Lot 7's final
41 development plan may be modified by the provision of the land use conversion matrix in
42 Exhibit C, provided, however, that any commercial uses shall only be permitted to be
43 located in the eastern 200 feet of Lot 7's boundaries." Mr. Omana said that established
44 some entitlements with some parameters. Whenever they decide to come in with XYZ
45 proposal, we will review it against these parameters and the conversion matrix to see if
46 it falls in line with what was previously approved.

1
2 Deputy Mayor Duryea said they could also come in with the second amendment of the
3 third amendment and keep changing.

4
5 Mr. Omana said they could come in for an amendment to the PUD agreement and we
6 would have the ability to review that. The City Commission would have the ability to
7 review that and render a decision at that point.

8
9 Ms. Reischmann said there is a list of permitted uses that is attached. They could come
10 in with an amendment to that but it does set forth the general parameters.

11
12 Mayor Meador asked if anyone would like to speak in reference to this request for
13 rezoning from PUD to PUD.

14
15 Jim Heeren, 788 Pickfair Terrace, came forward. He said he was Secretary of the
16 Woodbridge Lakes Homeowners' Association. He thanked the City for all their hard
17 work working with Florida Hospital and everybody and coming up with a mutually
18 beneficial agreement.

19
20 Mayor Meador said whenever Mr. Heeren's community has an event, they are always
21 very gracious and extend an invitation to us and it is very much appreciated.

22
23 No one else came forward and the public hearing was closed.

24
25 Commissioner Brender said Jackie and Katie have done a huge job of bringing this
26 group together. He was concerned as little as two months ago of how this thing was
27 going to come up. It was terrific work and glad that everybody was able to sit down. It
28 makes our jobs easier. We will always be up here watching out for our citizens and our
29 businesses alike.

30
31 Ms. Reischmann said thank you for that and everyone else that has thanked Jackie.
32 She said John Omana was the primary mover in all of this and constantly pushing to get
33 this to resolution as well as Steve Noto.

34
35 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1526 on**
36 **first reading subject to the five findings of fact outlined in the staff report and the**
37 **condition that prior to the issuance of a CO for the building on Lot 4A, Rinehart**
38 **Place, the developer shall improve the safety and aesthetics of Lot 7. This shall**
39 **include demolishing and removing the building shells, both those erect and those**
40 **lying on the ground. The developer shall also remove all construction materials,**
41 **junk and debris. The developer shall mow the area on a regular basis. The**
42 **building slabs may remain; however, there shall not be any construction**
43 **materials that extend above the plane of the slab. Seconded by Commissioner**
44 **Brender.**

1 Mr. Owen thanked the Commission and City staff. We on behalf of Florida Hospital
2 appreciate the opportunity you provided to us to bring our ministry and health mission to
3 the City of Lake Mary. We appreciate the efforts of the ABC Fine Wine and Spirits, the
4 Centennial Bank folks, Mr. Langley, and the neighbors. We met with homeowners'
5 groups and associations. We want to be good neighbors. We are happy to be here and
6 are proud to be here. Thanks to all of those who participated in getting us here and
7 here's to a wonderful project.

8
9 **Motion carried by roll-call vote: Commissioner Brender, Yes; Deputy Mayor**
10 **Duryea, Yes; Commissioner Miller, Yes; Commissioner Lucarelli, Yes; Mayor**
11 **Mealor, Yes.**

12
13 Mayor Mealor welcomed Florida Hospital to Lake Mary and wished them continued
14 success.

15
16 10. Other Items for Commission Action

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

19
20 11. City Manager's Report

21
22 A. Items for Approval

23 a. Surplus Item – Ice Machine/Cuber

24
25 Mr. Tomerlin said our Parks & Recreation ice machine has ended its useful life. We are
26 asking to surplus Asset No. 010257. Public Works has an ice machine that is at the end
27 of its useful life and asked the Commission to surplus Asset No. 10407.

28
29 **Motion was made by Commissioner Miller to declare Parks & Recreation ice**
30 **machine, Asset No. 010257, and Public Works ice machine, Asset No. 10407,**
31 **surplus and authorize the City Manager to dispose of. Seconded by**
32 **Commissioner Lucarelli and motion carried unanimously.**

33
34 Mr. Tomerlin said the last Summer Series Car Show will be this Sunday from 11:00
35 A.M. until 2:00 P.M. at Central Park. There will be a DJ. It is a place for people to
36 showcase classic cars and hot rods. It has been very well attended.

37
38 Mr. Tomerlin reminded the Commission that we have previously scheduled a work
39 session at 5:00 P.M. at the next City Commission date of August 20th. The purpose of
40 the work session is to go through the RFQ's for consulting engineers. There will be a
41 total of four presenters.

42
43 Mr. Tomerlin said the Lake Mary Museum is currently having paintings and artistic
44 pieces on display. All the artwork is created by Towns of Local Artists. The museum is
45 open Tuesdays and Saturdays from 10:00 A.M. to 3:00 P.M. and Wednesdays and
46 Thursdays from noon to 8:00 P.M.

1
2 Mr. Tomerlin said on June 4th the Commission authorized us to present a grant proposal
3 to study the Rinehart Road Corridor for the Department of Economic Opportunities. It is
4 a Community Planning Technical Assistance grant. He regretted to inform the
5 Commission that we were not awarded that grant. There was fierce competition
6 statewide for those limited funds. We will try again next year.
7

8 Mr. Tomerlin introduced Chris Carsen. He is our intern and has been working with the
9 City all summer. He is a junior at the University of Central Florida majoring in civil
10 engineering. He is working with Steve (Noto) and Bryan (Nipe) to look at a bike and pet
11 plan citywide. That would be incorporated into a parks master plan.
12

13 Mayor Meador thanked Mr. Carsen for working with the City. Hopefully he found it to be
14 a worthwhile learning experience. He said what he loved about his mentors is he was
15 reading a publication from the University of Central Florida from the School of Public
16 Affairs where Mr. Noto serves as a key member of one of their advisory committees.
17 We take that applied setting back to the classroom and it gives a different learning
18 experience—hopefully one that will be beneficial in the long run.
19

20 12. Mayor and Commissioners' Reports

21
22 Mayor Meador had no report at this time.
23

24 Commissioner Brender said he attended WineART Wednesday yesterday and the
25 Monsta Lobsta is still terrific.
26

27 Deputy Mayor Duryea had no report at this time.
28

29 Commissioner Miller had no report at this time.
30

31 Commissioner Lucarelli said you all were missed at the Leadership Seminole reception
32 for the new Class 25. It was a great event as always.
33

34 Mayor Meador said the City has two representatives in Class 25. We have Chief Cornier
35 and Tom Tomerlin. It is a remarkable learning experience.
36

37 13. City Attorney's Report

38
39 Ms. Reischmann had no report at this time.
40

41 14. Adjournment

42
43 There being no further business, the meeting adjourned at 7:55 P.M.
44
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46

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David J. Mealor, Mayor

Mary Campbell, Deputy City Clerk

ATTEST:

Carol A. Foster, City Clerk

DRAFT



MEMORANDUM

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

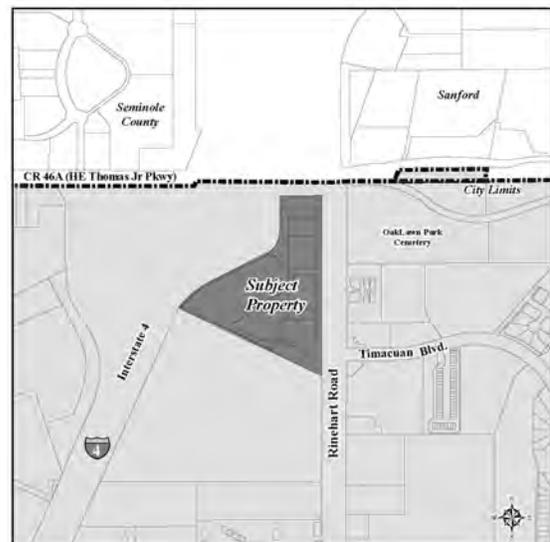
VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1526 - Rezoning from Planned Unit Development (PUD) to PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist Health System/Sunbelt, Inc., applicant - Second Reading (Public Hearing) (quasi-judicial) (John Omana, Community Development Director)

APPLICANT: Kimley-Horn Associates, Inc. for Adventist Health System/Sunbelt Inc.

REFERENCE: City Code of Ordinances, Comprehensive Plan & Rinehart Place PUD

REQUEST: The applicant requests an amendment to the approved Rinehart Place Planned Unit Development Agreement, which is recorded in O.R. Book 6390, Pages 1746 - 1803, of the Public Records of Seminole County, Florida, through a First Amendment to the Rinehart Place PUD Agreement for Lots 3, 4A and 4B, and 7, to allow Applicant to construct a free standing emergency medical facility. The proposed amendments are as follows:



First Amendment to Master Development Agreement for Rinehart Place PUD

1. Section 2 - A copy of the overall site plan is included as a new Exhibit "G".
2. Section 4 –The length of the PUD Agreement is revised from 10 years to 30 years.
3. Section 5 – Include a new Exhibit "H" that outlines specific policies and protocols regarding the Florida Hospital emergency vehicles, including, without limitation, access routes within the PUD Property.
4. Subsection 13(c)(3)(iv) - Wall signage on the east and south sides of the proposed emergency center shall be allowed, up to 250 sq. ft. for each sign.
5. Subsection 16(j) – A sentence is added to the existing text that reads, "For Lot 4, the free-standing Emergency Department building height shall not exceed forty-five (45) feet; provided that building architectural features may be up to sixty (60) feet in height."
6. Section 30 is revised to show the current list of owners & lenders.
7. Subsection 34, Prohibited Uses – Item (e), Medical and healthcare facilities that utilize the services of emergency vehicles or helicopter operations, except in conjunction with the freestanding Emergency Department as specifically allowed under the permitted use provision of this PUD.
8. Subsection 34, Prohibited Uses – Item (f) – Hospitals and other medical and/or healthcare related facilities with hospital beds.
9. Exhibit D, Permitted C-1 & C-2 Uses - Deletes "Hospitals" as a Permitted Use in subsection (v); and adds two uses : (v) Medical and healthcare related facilities without hospital beds that are related to, affiliated with and/or licensed under an offsite hospital(s); and (x)Free-standing Emergency Department not exceeding 20,000 square feet in size, along with emergency helicopter operations and emergency vehicles used only in conjunction with said free-standing Emergency Department, and with said free-standing Emergency Department, emergency vehicle access and helicopter landing pad at the locations depicted on the overall site plan attached hereto as Exhibit "G".
10. Existing Exhibit (E), Lot Development Information, is deleted and replaced with a new Exhibit (E) that is attached to the First Amendment as Exhibit E-1 and incorporated herein.

DISCUSSION:

Location: The subject property is located at the southwest corner of Rinehart Rd. and County Road 46A, across from the Oaklawn Cemetery.

Description: The Lots in question are part of a 23.58 acre site which is partially developed. Lot 1 is developed as ABC Fine Wine and Spirits. Lot 2 is developed as Centennial Bank. Lots 3 contain an unfinished retail building. Lot 4A contained an unfinished building, but it has recently been demolished. Lot 4B is undeveloped. Lot 5 is developed as a CVS Pharmacy. Lot 6 is undeveloped. Lot 7 contains the foundations and unfinished shells of several office buildings.

History: In March 1994, the City Commission approved a rezoning of the Subject Property from M-1A to C-1 & C-2 for the Timacuan Office Park development. A Development Agreement was also approved.

In 1999, the City Commission approved a site plan for the property to develop two (2) office buildings, a bank, a hotel, and a restaurant. However, the site plan expired.

The applicant was required to submit revised preliminary and final PUD plans. The most significant revision was that a hotel was omitted from the plan and replaced with offices. In February 2003, the City Commission approved the revised Preliminary PUD plan, showing 80,000 square feet of commercial development on Lots 1 – 7 and 180,000 square feet of office on Lot 8.

In July 2003, the City Commission approved the rezoning for the Rinehart Place PUD for the subject property. The approved Developer's Agreement provided for a July 15, 2004 deadline for certain actions to be completed. Because those actions were not completed, the Developer's Agreement expired.

In April 2005, the City Commission reviewed the revised Final PUD for Rinehart Place. The Final PUD proposed up to 80,000 square feet of commercial development on Lots 1 - 7 and up to 180,000 square feet of office for Lot 8. Although Lot 8 was identified as being offices, the Final PUD did not depict how it would be developed.

In April 2005, the City Commission approved a revision to the Final PUD for Rinehart Place showing 3 northbound and 3 southbound lanes on Rinehart Road. Also, 6,171 is the maximum number of vehicle trips that could be generated at full development. This number assumes a total of 65,000 square feet of professional office and a total of 65,000 square feet of medical office on Lot 7.

In June, 2006, the City Commission approved a revision to the Final PUD for Rinehart Place, as follows:

- The number of lots was reduced from 8 to 7 lots.
- The total square footage of office space for Lot 7 was reduced from 180,000 to 130,000.
- The revised Final PUD also showed the proposed internal development of Lot 7.
- Lots 1 - 6 were proposed for commercial development; however, the total square footage was increased from 65,574 to 79,820.
- The overall square footage was increased from 195,574 to 209,820.
- The mix of uses for Lots 1 – 6 changed. The revised PUD showed a 14,820 square foot pharmacy with drive-through windows.
- The PUD shows the third southbound through lane on Rinehart Road, from CR 46A to Timacuan Boulevard.

In 2006, a site construction permit was issued and work commenced. Additionally, building permits were issued for Lots 1, 2, 3, 4, 5 & 7. Buildings were completed on Lots 1, 2 & 5. Lots 3 & 4A have partially completed retail buildings, but the building on Lot 4A was recently demolished. On Lot 7, several foundations and shells for office buildings have been started; however, these buildings remain unfinished. During the economic recession, the development went into receivership and all work ceased.

In 2013, Adventist Health Systems/Sunbelt Inc. purchased Lots 3, 4A, 4B & 7 and approached the City about developing part of it into an emergency center. Adventist Health Systems/Sunbelt Inc. is still working on plans for Lot 7.

On May 21, 2015, the Lake Mary City Commission voted to continue this item to the August 6, 2015 City Commission meeting, at the request of the applicant.

Zoning:

NW I-4	N Sanford (PD)	NE Sanford (PD)
W I-4	SITE PUD	E A-1 & PUD
SW M-1A & I-4	S M-1A	SE PUD & PO

Future Land Use:

NW I-4	N I-4 High Intensity	NE Ind/ Comm
W I-4	SITE COM	E RCOM
SW IND & I-4	S IND	SE COM

Lots 4 & 7

Uses: The proposed development of Lots 4A and 4B includes a free-standing emergency medical facility, a helipad in conjunction with the emergency department on Lot 7 & emergency vehicle access.

Proposed Building: Originally, Lot 4A was to be developed commercially. To this end, a 19,000 square foot building was started; however, it was never finished. The original commercial building on Lot 4A has been demolished and an 18,500 square foot emergency medical facility is proposed. The helipad is proposed to be located to the west of the emergency medical facility, on Lot #7; but it is not included as part of the initial construction of the emergency medical facility. Currently, this location is shown as an office building. Additionally, emergency vehicles entering and leaving Rinehart Place at the signalized intersection near CVS Pharmacy will be routed through Lot 7 to access the emergency facility from the west. The proposed First Amendment includes a new Exhibit "H" to the PUD Agreement entitled "Florida Hospital Emergency Vehicles Policies Lake Mary" that outlines specific policies and protocols regarding Florida Hospital emergency vehicles, including, without limitation, access routes within the PUD. The overall site plan to be attached as a new Exhibit "G" to the PUD Agreement, among other things, depicts (i) the location and size of the canopy at the northeast entrance to the free-standing Emergency Department, (ii) the one-way drive aisle for emergency vehicles at the south entrance to the free-standing Emergency Department, (iii) the emergency vehicle access to and from the signalized intersection at the south end of the PUD Property, and (iv) the location and wording of specific signage that directs emergency vehicles within the PUD Property.

Parking: Lots 4A & 4B currently have a total of 100 required parking spaces, based upon a total of 25,000 SF of floor area and 1 parking space per 250 square feet of building area. As proposed, the total building area for Lots 4A & 4B decreases from 25,000 SF to 18,500 SF, which decreases the number of required parking spaces from 100 to 74 parking spaces.

Transportation Impact: Based upon the following traffic reports, the proposed First Amendment to the Master Development Agreement and the proposed free-standing emergency medical facility does not create additional trips or impacts to the roadways beyond those approved in and contemplated by the PUD Agreement. Florida Hospital engaged J. Anthony Luke, P.E. of Luke Transportation Engineering Consultants to evaluate traffic issues, and on December 4, 2013, Mr. Luke provided his Methodology to the City. In early 2014, the City's traffic consultant, CPH, provided its written review of Mr. Luke's Methodology and concluded that "the proposed development matrix is consistent with the trips allocated for the development within the PUD agreement."

The maximum # of trips that may be generated by all development within the PUD remains at 6,171, based upon the prior approval of commercial development.

Per Section 154.61(D)(2)(d) – The City's Code of Ordinances state that the City Commission shall make the following findings:

1. The Adventist Health System/Sunbelt proposal for an emergency medical facility substantially complies with the purpose of the PUD district and the preliminary development plan.
2. The proposed Adventist Health System/Sunbelt proposal for an emergency medical facility can exist independently and is capable of creating an environment which is sustainable, desirable and stable.
3. The existing and proposed utilities and transportation network are adequate to serve the proposed Adventist Health System/Sunbelt emergency medical facility.
4. On April 28, 2015, the City's Planning and Zoning Board voted unanimously to approve the site plan for the proposed emergency medical facility.

REZONING: A revision to an adopted PUD is a rezoning from PUD to PUD. All rezonings shall be reviewed in light of the provisions of Section 154.27(2) of the City's Code of Ordinances.

Determination of Items and Findings of Fact: § 154.27(2) requires the Planning and Zoning Board to study, review, and provide a written recommendation for all proposed zoning amendments and changes to the City Commission. The four (4) items listed below are to be used to support the written recommendations:

ITEM No. 1:

The need and justification for the change;

FINDINGS OF FACT No. 1:

Need: The applicant proposes to develop an emergency medical facility, which would accommodate a variety of patient needs; however, it is not designed to be a trauma center and is not intended to provide in-patient care.

Justification: Currently, there is not an emergency medical facility within the City. The closest such facilities are located in either Sanford or Longwood. An emergency medical facility within the City would reduce the travel time required for area residents to access medical services.

ITEM No. 2:

The effect of the change, if any, on the particular property and on surrounding properties;

FINDINGS OF FACT No. 2:

- a. Because of the emergency vehicles utilizing Rinehart Road and the proposed emergency medical facility, the proposed revision to the Final PUD would have some potential impacts upon surrounding properties; however, Florida Hospital has addressed them through limited access routes within the PUD property as shown on the overall site plan, and through the FLORIDA HOSPITAL EMERGENCY VEHICLE POLICIES LAKE MARY that are included in the First Amendment to the PUD AGREEMENT. Additionally, there are substantial benefits from having access to an emergency medical facility in the City.
- b. There are two existing architectural features along Rinehart Road. The bank on the northeast corner of Rinehart Road and Timacuan Boulevard has a clock tower and there is an architectural feature in the Sterling Center that has the appearance of a lighthouse. Both the existing clock tower and the lighthouse are located much closer to residential development than the proposed spire on the emergency medical facility. In light of the fact that there are two existing architectural features in the area, it is staff's opinion that the proposed 60' spire will not impact surrounding properties.
- c. The proposed enhanced landscaping that was approved as part of the site plan will minimize any glare from the subject property on surrounding properties.
- d. In light of the fact that the proposed emergency medical facility will generate fewer trips than retail/commercial development, that there are two existing businesses that have architectural features and the proposed enhanced landscaping, it is staff's opinion that the proposed emergency medical facility will not impact the surrounding area.

ITEM No. 3:

The amount of undeveloped land in the general area and in the city having the same classification as that requested;

FINDINGS OF FACT No. 3:

General Area: Because the proposed rezoning would amend an existing PUD, the percentage of land zoned PUD is unchanged.

City Limits: Because the proposed rezoning would amend an existing PUD, the percentage of land zoned PUD is unchanged.

ITEM No. 4:

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

FINDINGS OF FACT No. 4:

Comprehensive Plan: The Future Land Use designation for the subject property is COM (Commercial). According to Table GOP-1 Future Land Use/Zoning Compatibility Chart of the Comprehensive Policy Plan PUD (Planned Unit Development) zoning category is consistent with the Commercial future land use designation. Property with a future land use designation of Commercial is designated for a variety of medical uses, which could include medical offices, out-patient surgery facilities and emergency medical facilities. Because of the direct access between the surrounding region and Lake Mary by way of Rinehart Road, Lake Mary Boulevard, CR 46A and Interstate 4, the proposed emergency medical facility would serve not only the City but also the adjacent areas of unincorporated Seminole County and the City of Sanford.

Chapter 154- Zoning Code: The requested PUD zoning for the subject property is compatible with adjacent zoning. There are significant areas of COM, RCOM and IND land use around the subject property.

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

DEVELOPMENT AGREEMENT

The substantive issues contained in the First Amendment to the Development Agreement for Rinehart Place PUD are as follows: 1) revising the list of Permitted Uses to include Free-standing Emergency Department, Emergency Helicopter Operations & Emergency Vehicles for the lots in question; 2) the proposed 60' height of the architectural feature & 3) the 30 year duration of the PUD. The creation of an emergency medical facility within Rinehart Place provides a benefit to residents of the City of Lake Mary, the City of Sanford and adjacent areas of unincorporated Seminole County.

FINDINGS OF FACT No. 5:

Staff finds the proposed revision of the approved Final Development Plan, consisting of the First Amendment to Master Development Agreement for Rinehart Place PUD to be consistent with the Florida Statutes, City of Lake Mary Comprehensive Plan and City of Lake Mary Code of Ordinances with condition that, prior to the issuance of a CO for the emergency medical facility, the applicant must comply with following condition:

1. Prior to the issuance of a CO for the building on Lot 4A Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This shall include demolishing and removing the building shells, both those erect and those lying on the ground. The developer shall also remove all construction materials, junk, and debris. The developer shall mow the area on a regular basis. The building slabs may remain; however, there shall not be any construction materials that extend above the plane of the slab.

PLANNING AND ZONING BOARD: At their regular April 28, 2015 meeting the P&Z voted unanimously (4 to 0) to recommend approval to the City Commission with the condition contained in the above FINDING OF FACT No. 5.

In a separate but related matter, the P&Z voted to conditionally approve the site plan for the emergency medical facility. One of the conditions is approval of the PUD rezoning by the City Commission.

ATTACHEMENTS:

- Ordinance/First Amendment
- Location map
- Land use map
- Zoning map
- Aerial photo
- Graphic of the revised canopy detail
- Building Setback Exhibit
- CPH memo regarding traffic impact
- Minutes

ORDINANCE NO. 1526

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED IN THE SOUTHWEST QUADRANT OF THE INTERSECTION OF COUNTY ROAD 46A AND RINEHART ROAD, HEREIN DEFINED FROM THE PRESENT CITY ZONING CLASSIFICATIONS OF PUD, PLANNED UNIT DEVELOPMENT, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE FIRST AMENDMENT TO THE PUD AGREEMENT AND THE TERMS OF THE FLORIDA STATUTES; PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Adventist Health Systems/Sunbelt, Inc., (“Owner”), has petitioned the City of Lake Mary, Florida, to rezone its property described in Attachment “A” located within the City of Lake Mary, Florida, which is currently in a zoning classification of PUD, Planned Unit Development, and which is part of Rinehart Place Planned Unit Development; and

WHEREAS, Adventist Health Systems/Sunbelt, Inc., has petitioned the City to amend the Rinehart Place Planned Unit Development Agreement (Rinehart Pace PUD), which was recorded in O.R. Book 6390, Pages 1746 – 1803, of the Public Records of Seminole County, Florida, through a First Amendment to the Rinehart Place PUD, Attachment “B”, affecting the Owner’s portion of the Planned Unit Development; and

WHEREAS, the Owner plans to operate an emergency medical facility on Owner’s portion of the PUD (the “Project”); and

WHEREAS, the Owner has held a series of community meetings to discuss the proposed Project with the neighboring property owners; and

WHEREAS, the Lake Mary Planning and Zoning Board recommended approval of the First Amendment to the Rinehart Place PUD Agreement at their April 28, 2015 meeting, finding it consistent with the City’s Comprehensive Plan, after hearing

testimony from Staff, citizens, representatives from various homeowners associations, and neighboring property owners; and

WHEREAS, Owner has requested continuances of two noticed City Commission meetings to consider the PUD amendment in order to allow for more dialogue with neighboring property owners, and has significantly revised the First Amendment since the draft was first presented to the City, consistent with input received; and

WHEREAS, Notice of the City Commission meeting to consider the First Amendment was provided on Saturday, July 18, 2015, and Saturday, August 1, 2015; and was also properly mailed to surrounding property owners including all owners in the PUD, before the first public hearing by the City Commission; and

WHEREAS, the City's PUD Agreement amendment process is consistent with the Attorney General's Opinion 2012032, which provides that the City's zoning power is circumscribed by the grant of power from the Legislature to local governments contained in Chapter 166, Florida Statutes, prohibiting a city from delegating its zoning power to private parties, even other owners within a PUD; and

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

WHEREAS, the City Commission of the City of Lake Mary, Florida deems the rezoning and First Amendment to the PUD Agreement 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; and

WHEREAS, the City finds that said requested zoning classification and PUD Amendment are in conformity with present zoning classifications of other properties in the immediate area.

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

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

See Attachment “A”

Section 2. This rezoning action is subject to the conditions provided for and agreed to in the PUD Agreement and the First Amendment to the PUD Agreement attached hereto as Attachment “B” and incorporated therein.

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

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

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

phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

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

FIRST READING: August 6, 2015

SECOND READING: August 20, 2015

PASSED AND ADOPTED this 20th day of August, 2015.

ATTEST:

CITY OF LAKE MARY, FLORIDA

CAROL A. FOSTER, CITY CLERK

DAVID J. MEALOR, MAYOR

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

LOTS 3, 4A, 4B, and 7, RINEHART PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGES 1 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Tax Identification Numbers:

06-20-30-520-0000-0030

06-20-30-520-0000-04A0

06-20-30-520-0000-04B0

06-20-30-520-0000-0070

ATTACHMENT "B"

Prepared by:
Gary Schindler
Planning Dept.
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445
Return to:
City Clerk
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

**FIRST AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT FOR
RINEHART PLACE PLANNED UNIT DEVELOPMENT (PUD)
FOR CERTAIN SPECIFIC PROPERTY**

This First Amendment to Master Development Agreement for Rinehart Place Planned Unit Development (PUD) For Certain Specific Property ("**First Amendment**") is made as of the ____ day of _____, 2015 (the "**Effective Date**") by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, doing business as Florida Hospital ("**Florida Hospital**"), of 550 E. Rollins Street, 6th Floor, Orlando, FL 32804, and the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation (the "**City**"), of P.O. Box 958445, Lake Mary, FL 32795-8445. Florida Hospital and the City may be referred to in this First Amendment individually as a "**Party**", or collectively as the "**Parties.**"

Background Facts:

A. Florida Hospital is the owner in fee simple of certain real property within the Rinehart Place Planned Unit Development (the "**PUD**") as more particularly described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference (the "**Property**"), to which this First Amendment applies.

B. Florida Hospital's predecessor in title to the Property, Regions Bank, and the City entered into that certain Master Development Agreement for Rinehart Place Planned Unit Development (PUD) having an effective date of August 29, 2006 (the "**Agreement**"). The fully executed Agreement is attached as Exhibit "B" to the City's Ordinance No. 1204 and recorded August 31, 2006 in Official Records Book 6390, pages 1746-1803, Public Records of Seminole County, Florida. The Property is a part of the real property described in Exhibit "A" attached to the Agreement.

C. The Parties now desire to amend the Agreement as more particularly set forth in this First Amendment as to the Property.

Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises made in this First Amendment, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Capitalized terms used but not defined in this First Amendment will have the definitions set forth in the Agreement.

3. Section 2 of the Agreement is hereby modified by adding a final sentence as follows and by adding a new Exhibit "G" to the Agreement, which is attached hereto as Exhibit "B-1" and incorporated herein by this reference:

2. DEVELOPMENT PLAN.

Development of the PUD Property shall be controlled by the terms of this Agreement, and, to the extent not in conflict with this Agreement, the City's Land Development Code, including any Planned Unit Development (PUD) regulations contained therein. In the event of a conflict between this Agreement and the City's Land Development Code, this Agreement shall govern. This Agreement supersedes and replaces the Prior PUD Agreement in its entirety. The Developer has designated the PUD Property as "Rinehart Place" subject to the acquisition of the PUD Property by the Developer.

The PUD Property shall generally be developed as depicted on the final Rinehart Place PUD (collectively known as the "Final PUD"), which shows population densities, building intensities and height. The parties acknowledge that compliance with the City Land Development Code may necessitate modifications of the Final PUD. Such modifications and any minor modifications to the Final PUD, which are not in conflict with either the textual provisions of this Agreement or any City ordinance not in conflict with this Agreement, shall be deemed minor and may be approved without formal amendment of this Agreement. Such modifications shall require the City's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City regarding such modification, the Developer may appeal the decision to the Planning Commission; appeals from the decisions of the Planning Commission may be made to the City Commission. A copy of the overall site plan is attached hereto as Exhibit "G". The overall site plan, among other things, depicts (i) the location and size of the canopy at the northeast entrance to the free-standing Emergency Department, (ii) the one-way drive aisle for emergency vehicles at the south entrance to the free-standing Emergency Department, (iii) the emergency vehicle access to and from the signalized intersection at the south end of the PUD Property, and (iv) the location and wording of specific signage that directs emergency vehicles within the PUD Property.

4. Section 4 of the Agreement is hereby deleted and replaced with the following:

The duration of this Agreement shall be for a term of thirty (30) years from the date the City Commission of the City executes the First Amendment to the Rinehart Place Planned Unit Development (PUD).

5. Section 5 of the Agreement is hereby modified by adding a final sentence as follows and by adding a new Exhibit "H" to the Agreement, which is attached hereto as Exhibit "C-1" and incorporated herein by this reference:

Permitted Uses allowed on the PUD Property shall be determined by individual lot. Revisions to the development standards and requirements herein will require amendment

attached to this First Amendment as Exhibit “C-1” and incorporated herein by this reference (other than the underlined language shown below, Section 5 of the Agreement remains unmodified):

Permitted Uses allowed on the PUD Property shall be determined by individual lot. Revisions to the development standards and requirements herein will require amendment to the PUD, except as provided in Section 2. Permitted Uses allowed on the PUD Property shall include: (a) those C-1 and C-2 (“Commercial”) uses listed in Exhibit “D”, which is attached and incorporated herein, and (b) any additional uses listed on the final PUD. The initial use and maximum square footage of building space for the initial use on a lot (“Initial Use”) shall be specified in the final PUD. In connection with the free-standing Emergency Department and the emergency vehicles in conjunction therewith, attached hereto and incorporated herein as Exhibit “H” are the Florida Hospital Emergency Vehicle Policies Lake Mary, which outline specific policies and protocols regarding the Florida Hospital emergency vehicles, including, without limitation, emergency vehicle access routes within the PUD Property.

6. Subsection 13(c)(1) of the Agreement is hereby modified by adding the language shown underlined below, as follows (other than the underlined language shown below, subsection 13(c)(1) of the Agreement remains unmodified):

Monument sign location: The PUD shall be allowed five (5) monument signs along Rinehart Road, including the shopping center monument sign referenced in Section 13(e) below. The signs shall be located within the signage easement area as depicted in the Final PUD. The site plan attached to this First Amendment as Exhibit “B-1” and to the Agreement as Exhibit “G” depicts (i) the currently existing monument sign in front of Lot 2 along Rinehart Road that is for the use and benefit of the owner of Lot 2, and currently contains signage for the “Centennial Bank”, provided that the owner of Lot 2 shall have the right to modify the design and construction of such sign, subject to the provisions and requirements set forth in the City’s Development Code and the Final PUD, and (ii) that the northern sign easement area in front of Lot 3 along Rinehart Road has been moved and relocated to the north to be in front of Lot 1 along Rinehart Road for the use and benefit of the owner of Lot 1, who has applied for a permit from the City for a sign for the current occupant of Lot 1, “ABC Fine Wine & Spirits”, provided that the owner of Lot 1 shall have the right to modify the design and construction of such sign after it is constructed, subject to the provisions and requirements set forth in the City’s Development Code and the Final PUD. With the exception of the shopping center monument sign referenced in Section 13(e) below, the maximum size of a monument sign shall be determined by two square feet of sign area for each front foot of building up to 116 square feet of additional sign area. The Developer shall have the authority to allocate the use of the monument signage among the Lot Owners.

7. Subsection 13(c)(3)(iv) of the Agreement is hereby modified by adding a final sentence at the end that is shown underlined below, as follows (other than the underlined language shown below, subsection 13(c)(3)(iv) of the Agreement remains unmodified):

Wall Signs. Buildings abutting Interstate 4 may have an additional fifty square feet of wall sign area to be utilized on the façade facing Interstate 4, subject to (a) above. Individual wall signs shall not exceed 200 square feet if facing Interstate 4. For all other building facades individual wall signs shall not exceed the maximum wall sign area as prescribed in Table 1 per the applicable zoning district. Specific to Lot 4 and in conjunction with the free-standing Emergency Department building, wall signs mounted on the exterior of the building shall face the south and east, and are not to exceed 250 square feet in total area.

8. Subsection 16(j) of the Agreement is hereby modified by adding a final sentence at the end that is shown underlined below, as follows (other than the underlined language shown below, subsection 16(j) of the Agreement remains unmodified):

Lot Building Heights. Commercial building heights shall not exceed forty-five feet. See Section 14(b) for lot building heights for Lot 7. For Lot 4, the free-standing Emergency Department building height shall not exceed forty-five (45) feet; provided, that building architectural features may be up to sixty (60) feet in height.

9. In Section 30 of the Agreement, the notice information for the "Owner" and the "Owner/Developer" is hereby deleted and replaced with the following:

To Owner:
(as to Lots 3, 4A, 4B and 7) Adventist Health System/Sunbelt, Inc.,
a Florida not-for-profit corporation
Attn: Legal Department
550 E. Rollins Street, 6th Floor
Orlando, FL 32804

With a copy to: Gray Robinson, P.A.
Attn: Borron J. Owen, Jr., Esq.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
Telephone: (407) 244-5657
Facsimile: (407) 244-5690
E-Mail: borron.owen@gray-robinson.com

To Owner:
(as to Lot 1) B-1 Property Management, LLLP
a Florida limited liability limited partnership
6424 Pine Castle Blvd., Suite A
Orlando, FL 32809

With a copy to: Fishback Dominick
Attn: John F. Bennett, Esq.
1947 Lee Road
Winter Park, FL 32789
Telephone: (407) 262-8400
Facsimile: (407) 425-2863

To Owner:
(as to Lot 2) Centennial Bank,
an Arkansas banking corporation
620 Chestnut Street
Conway, AK 72032

To Owner:
(as to Lot 5) SCP 2009-C34-009 LLC,
a Delaware limited liability company
6200 NW 167th Street, Building B
Miami Lakes, FL 33014

With a copy to Lender:
(as to Lot 5)

Wells Fargo Bank Northwest, National Association,
as Trustee
Attn: Corporate Trust Services/Val T. Orton
299 South Main Street, 12th Floor
MAC: U1228-120
Salt Lake City, UT 84111
Facsimile: (801) 246-5053

To Owner:
(as to Lot 6)

American Momentum Bank
a Florida banking corporation
One Urban Centre
4830 West Kennedy Blvd., Suite 200
Tampa, FL 33609

10. Subsection 34(e) is hereby modified by adding the underlined language set forth below, as follows (other than the underlined language shown below, subsection 34(e) of the Agreement remains unmodified):

Medical and healthcare facilities that utilize the services of emergency vehicles or helicopter operations, except in conjunction with the free-standing Emergency Department as specifically allowed under the permitted use provisions of this PUD.

11. A new subsection 34(f) is hereby added to the Agreement, as follows:

Hospitals and other medical and/or healthcare related facilities with hospital beds.

12. Exhibit "D" to the Agreement is hereby deleted and replaced with the new Exhibit "D" that is attached to this First Amendment as Exhibit "D-1" and incorporated herein by this reference, which only applies to the Property referenced herein, and the common areas and easement areas.

13. Exhibit "E" to the Agreement is hereby deleted and replaced with the new Exhibit "E" that is attached to this First Amendment as Exhibit "E-1" and incorporated herein by this reference.

14. Except as modified by this First Amendment, the Parties ratify the terms of the Agreement. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This First Amendment, signed and transmitted by facsimile or electronic mail, shall be deemed to be and shall be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature on an original document. This First Amendment shall take effect as of the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day and year first written above.

[SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered
in the presence of:

**ADVENTIST HEALTH SYSTEM/ SUNBELT,
INC.,** a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: Lars D. Houmann, Vice President

[CORPORATE SEAL]

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

On this _____ day of _____, 2015, before me, the undersigned authority, personally appeared **LARS D. HOUMANN**, as Vice President of **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, who acknowledged before me that he executed the foregoing instrument on behalf of the corporation and that he was authorized to do so.

AFFIX NOTARY STAMP

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced: _____

Signed, sealed and delivered
in the presence of:

CITY OF LAKE MARY, a Florida municipal
corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

On this ____ day of _____, 2015, before me, the undersigned authority, personally
appeared _____, as _____ of the **CITY OF
LAKE MARY, FLORIDA**, a Florida municipal corporation, who acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Lake Mary, Florida and that he/she was
authorized to do so.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced: _____

AFFIX NOTARY STAMP

EXHIBIT "A-1"

LOTS 3, 4A, 4B AND 7, RINEHART PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGES 1 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Tax Identification Numbers:

06-20-30-520-0000-0030

06-20-30-520-0000-04A0

06-20-30-520-0000-04B0

06-20-30-520-0000-0070

EXHIBIT B-1 & EXHIBIT G

EXHIBIT "C-1"

EXHIBIT "H"

FLORIDA HOSPITAL EMERGENCY VEHICLE POLICIES
LAKE MARY

All emergency vehicles owned by Florida Hospital and those subject to service contracts with Florida Hospital that access and/or depart from the Emergency Department shall adhere to the following policies:

1. Sirens may only be used for emergency transport of patients with emergent medical conditions (life threatening and/or time-sensitive pathology) as dictated and/or ordered by the sending and/or receiving physicians.
2. Emergency vehicles shall enter and exit Rinehart Place (the "Center") off of Rinehart Road at either (a) the middle entrance nearest the Emergency Department, or (b) the signalized intersection south of the Emergency Department near the CVS Pharmacy, subject to the driver's professional discretion and imperative to get the patient to medical care as quickly as possible.
3. Emergency vehicles entering the Center at the middle entrance nearest the Emergency Department shall proceed westerly along the drive aisle north of the Emergency Department, turn left (south) onto the drive aisle behind (west of) the Emergency Department, and then turn left (east) into the one-way covered driveway south of the Emergency Department at the emergency vehicle entrance to the Emergency Department, subject to the driver's professional discretion and imperative to get the patient to medical care as quickly as possible.
4. Emergency vehicles exiting the Center at the middle entrance nearest the Emergency Department shall either (a) reverse the course outlined in #3 above, or (b) proceed easterly out of the one-way covered driveway on the south end of the Emergency Department, turn left (north) in front of the Emergency Department, and then turn right (east) onto the middle drive aisle leading to Rinehart Road, subject to the driver's professional discretion and imperative to get the patient to medical care as quickly as possible.
5. Emergency vehicles entering the Center at the signalized intersection shall proceed along the following access routes to the Emergency Department, in order of preference and priority, subject to the driver's professional discretion and imperative to get the patient to medical care as quickly as possible: (a) First priority is the drive aisle south of the CVS Pharmacy, proceeding westerly south of the existing retention pond, and then northerly and easterly around the existing retention pond onto Lot 7 to the middle drive aisle in the Center, proceed easterly along the middle drive aisle, then turn right (south) onto the drive aisle behind the Emergency Department, and then turn left (east) into the one-way covered driveway south of the Emergency Department at the emergency vehicle entrance to the Emergency Department, and (b) Second priority is the outside (easterly) north-south drive aisle closest to Rinehart Road, proceeding to the middle drive aisle running north of the Emergency Department, turn left (west) onto the middle drive aisle, then turn left (south) onto the drive aisle behind the Emergency Department, and then turn left (east) into the one-way covered driveway south of the Emergency Department at the emergency vehicle entrance to the Emergency Department.
6. Emergency vehicles exiting the Center at the signalized intersection shall proceed along the following access routes from the Emergency Department, in order of preference and priority, subject to the driver's professional discretion and imperative to get the patient to medical care as quickly as possible, and subject to the rights of the owner of the CVS Pharmacy and the underlying real property: (a) First priority

is the one-way southbound drive aisle behind the CVS Pharmacy, and (b) Second priority is the reverse course of the route outlined in #5.a above.

7. Emergency vehicles shall not use sirens or horns while approaching or leaving the Center, except for emergency transport of patients with emergent medical conditions (life threatening and/or time-sensitive pathology) as dictated and/or ordered by the sending and/or receiving physicians.

8. Emergency vehicles shall not use sirens or horns for hospital-to-hospital transport of patients, except for emergency transport of patients with emergent medical conditions (life threatening and/or time-sensitive pathology) as dictated and/or ordered by the sending and/or receiving physicians.

9. Paramedics and EMT's shall be advised and made aware of the residential neighborhoods near the Emergency Department and Florida Hospital's continuing efforts to minimize the use of emergency vehicle sirens and horns, except for emergency transport of patients with emergent medical conditions (life threatening and/or time-sensitive pathology) as dictated and/or ordered by the sending and/or receiving physicians.

10. In the event of any conflict between the foregoing policies and protocols and applicable state law and/or regulations, the applicable state law and/or regulations shall control.

EXHIBIT "D-1"

EXHIBIT "D"

(PERMITTED C-1 and C-2 USES)

Permitted uses:

- (a) Any use permitted in the PO District.
- (b) General and medical office uses.
- (c) Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, department stores, drug stores, and other similar businesses except for outdoor sales and flea markets.
- (d) Child care centers.
- (e) Dry cleaners with no on-site processing.
- (f) Personal service establishments.
- (g) Banks and financial institutions with drive-in facilities.
- (h) Adult congregate living facilities.
- (i) Nursing homes.
- (j) Community services and facilities.
- (k) Post offices.
- (l) Health clubs.
- (m) Pharmacies with drive-in business.
- (n) Drive-through businesses.
- (o) Film developing.
- (p) Shopping centers.
- (q) Convenience stores.
- (r) Package stores or liquor stores (liquor stores, however, shall not be permitted to have cocktail lounges).
- (s) Hotels or motels.
- (t) Catalog showrooms.
- (u) Community services and facilities.

- (v) Medical and/or healthcare related facilities without hospital beds that are related to, affiliated with and/or licensed under an offsite hospital(s).
- (w) Restaurants/bars with on-site alcohol consumption sales that are less than or equal to fifty (50%) of total gross sales.
- (x) Free-standing Emergency Department not exceeding 20,000 square feet in size, along with emergency helicopter operations and emergency vehicles used only in conjunction with said free-standing Emergency Department, and with said free-standing Emergency Department, emergency vehicle access and helicopter landing pad at the locations depicted on the site plan attached hereto as Exhibit "G".

EXHIBIT "E-1"

EXHIBIT "E"

LOT DEVELOPMENT INFORMATION FOR THIS PHASE										
	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	TRACT A		
AREA IN ACRES	1.07	0.87	1.69	2.28	1.44	0.83	2.54			
AREA IN SQUARE FEET	46,430	36,409	73,828	99,213	62,561	36,247	326,350			
PERMITTED USES**	1	1	1	1	1	1	2			
ZONING	PUD	PUD	PUD	PUD	PUD	PUD	PUD			
BUILDING SQUARE FOOTAGE	0.000	7,500	19,000	18,500	14,820	3,500	150,000			
REQUIRED PARKING SPACES	40	30	76	88	60	14	520			
FRONT BUILDING SETBACK	30 FT	30 FT	90 FT	65 FT	90 FT	20 FT	0			
SIDE BUILDING SETBACKS N/S	0 FT	10 FT/10 FT/0 FT	0 FT	10 FT/10 FT/0 FT	10 FT/10 FT/0 FT/10 FT	0 FT/10 FT	0			
REAR BUILDING SETBACK	15 FT	15 FT	15 FT	15 FT	15 FT	15 FT	0			
FRONT LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0			
SIDE LANDSCAPE BUFFER***	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0			
REAR LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0			
MAXIMUM BUILDING HEIGHT	45 FT	45 FT	45 FT	45 FT	45 FT	45 FT	56 FT/75 FT*			
PROPOSED IMPERVIOUS AREA	0.88 AC	0.82 AC	1.53 AC	1.98 AC	1.33 AC	0.88 AC	6.34 AC			0.42 AC

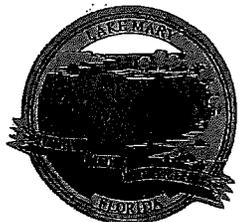
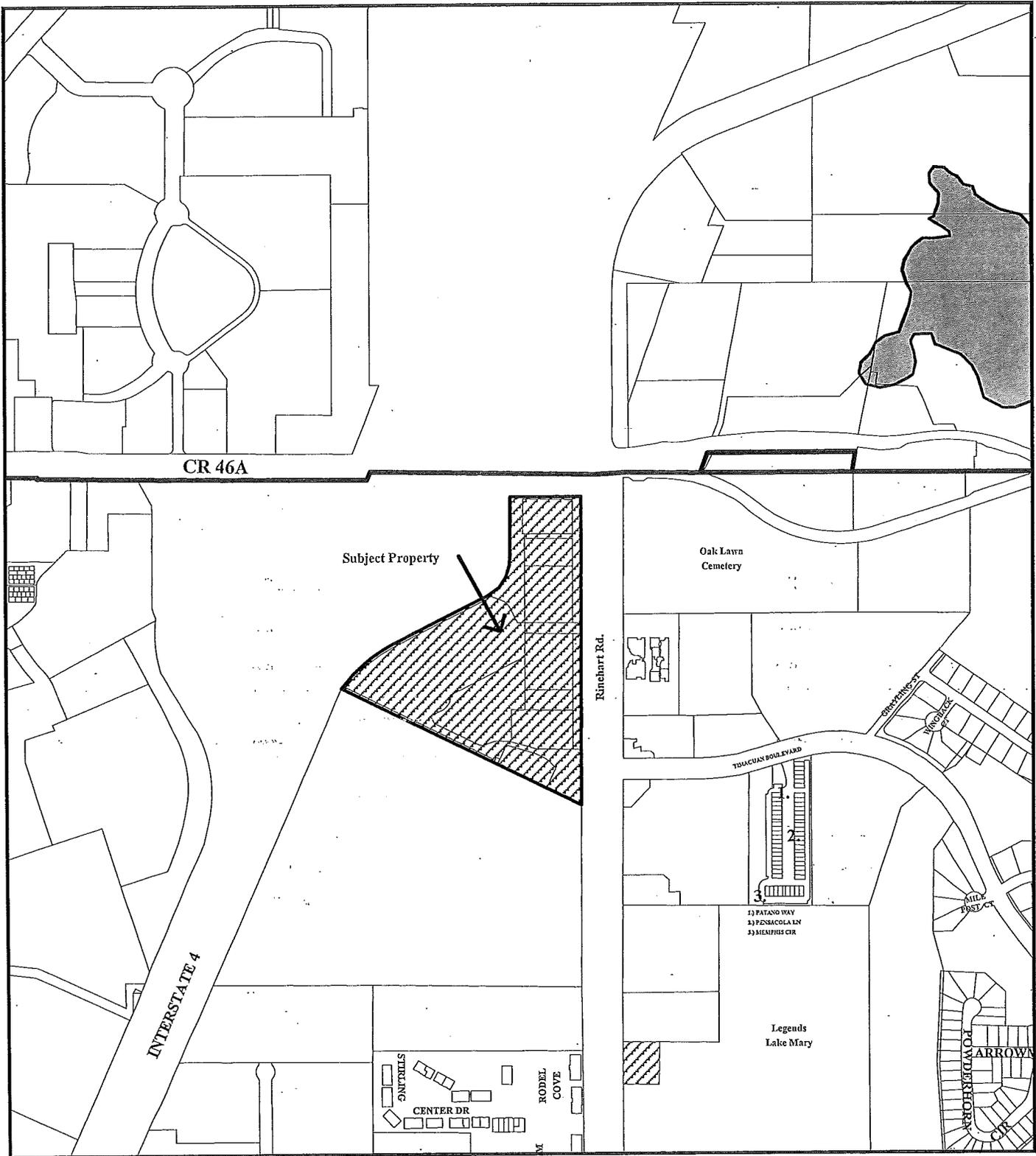
1.98

LOT DEVELOPMENT INFORMATION FOR THIS PHASE										
	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	TRACT H	TOTAL		
AREA IN ACRES	0.62	2.91	0.62	0.38	0.82	1.37	0.01	23.58		
AREA IN SQUARE FEET	27,129	126,686	26,940	16,349	35,621	59,816	600	1,026,945		
PERMITTED USES**	--	--	--	--	--	--	--	--		
ZONING	PUD									
BUILDING SQUARE FOOTAGE	--	--	--	--	--	--	--			
REQUIRED PARKING SPACES	--	--	--	--	--	--	--			
FRONT BUILDING SETBACK	--	--	--	--	--	--	--			
SIDE BUILDING SETBACKS N/S	--	--	--	--	--	--	--			
REAR BUILDING SETBACK	--	--	--	--	--	--	--			
FRONT LANDSCAPE BUFFER***	--	--	--	--	--	--	--			
SIDE LANDSCAPE BUFFER***	--	--	--	--	--	--	--			
REAR LANDSCAPE BUFFER***	--	--	--	--	--	--	--			
MAXIMUM BUILDING HEIGHT	--	--	--	--	--	--	--			
PROPOSED IMPERVIOUS AREA	0.01 AC	0.24 AC	0.00 AC	0.01 AC	0.18 AC	0.02 AC	0.01 AC	14.56 AC		

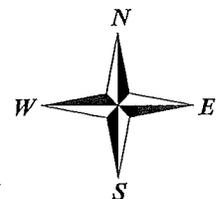
* OFFICE BUILDING HEIGHTS SHALL NOT EXCEED 55 FT WITH THE EXCEPTION OF ONE STRUCTURE, FRONTING TRACTS A, B, C, D, E, F, G, AND H PROVIDED SITES ARE 4, WHICH SHALL NOT EXCEED 75 FT. LANDSCAPE BUFFERS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND CROSS ACCESS EASEMENTS IN THEIR ENTIRETY.

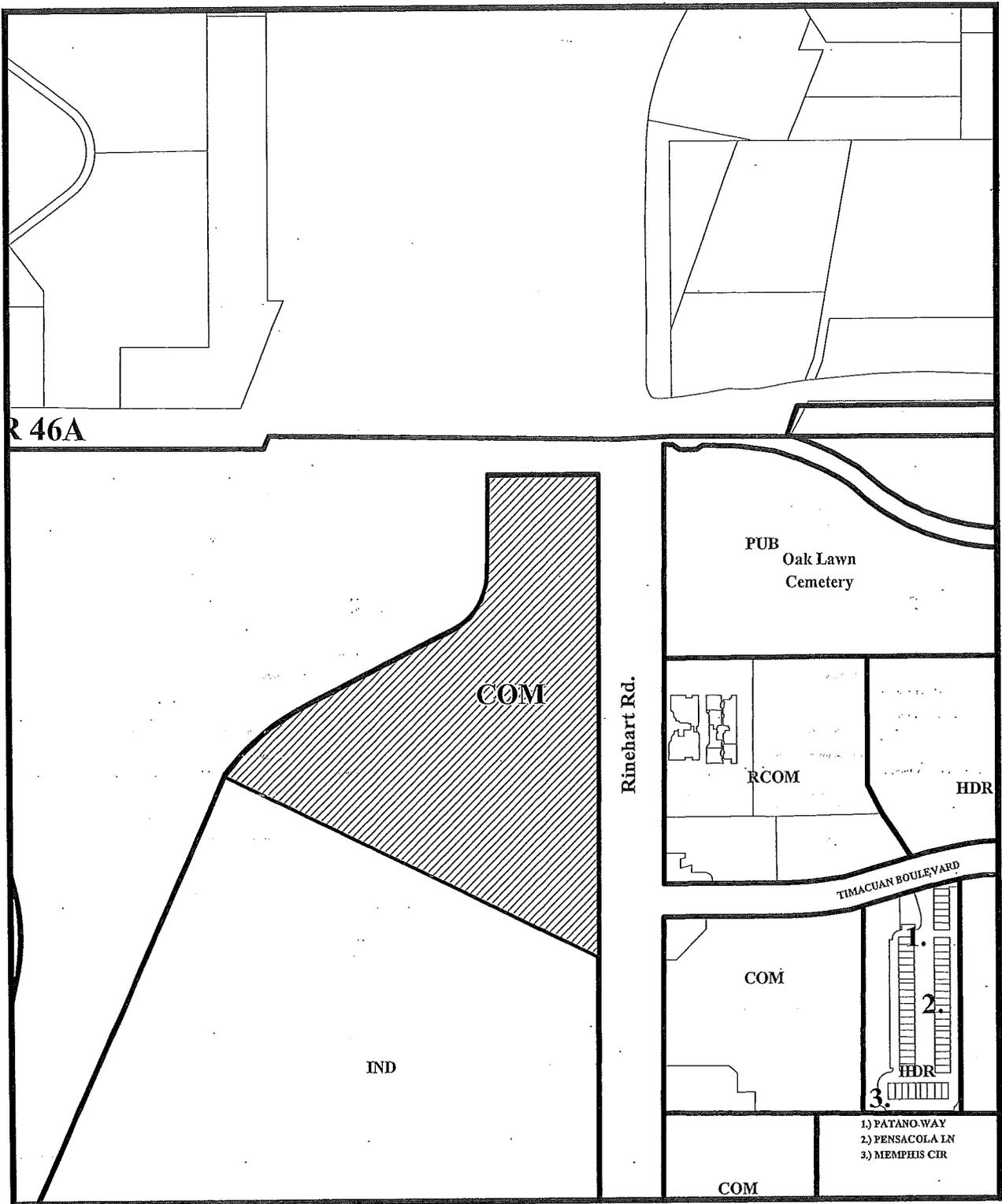
** PERMITTED USES:
 1 - COMMERCIAL
 2 - OFFICE

AS TO THE PROPERTY (LOT 4), COMMERCIAL BUILDING HEIGHTS SHALL NOT EXCEED 45 FT; PROVIDED THAT BUILDING ARCHITECTURAL FEATURES MAY BE UP TO 60 FT IN HEIGHT.



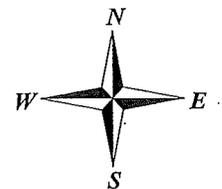
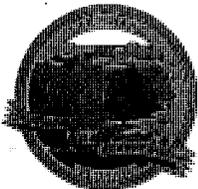
Location Map Rinehart Place

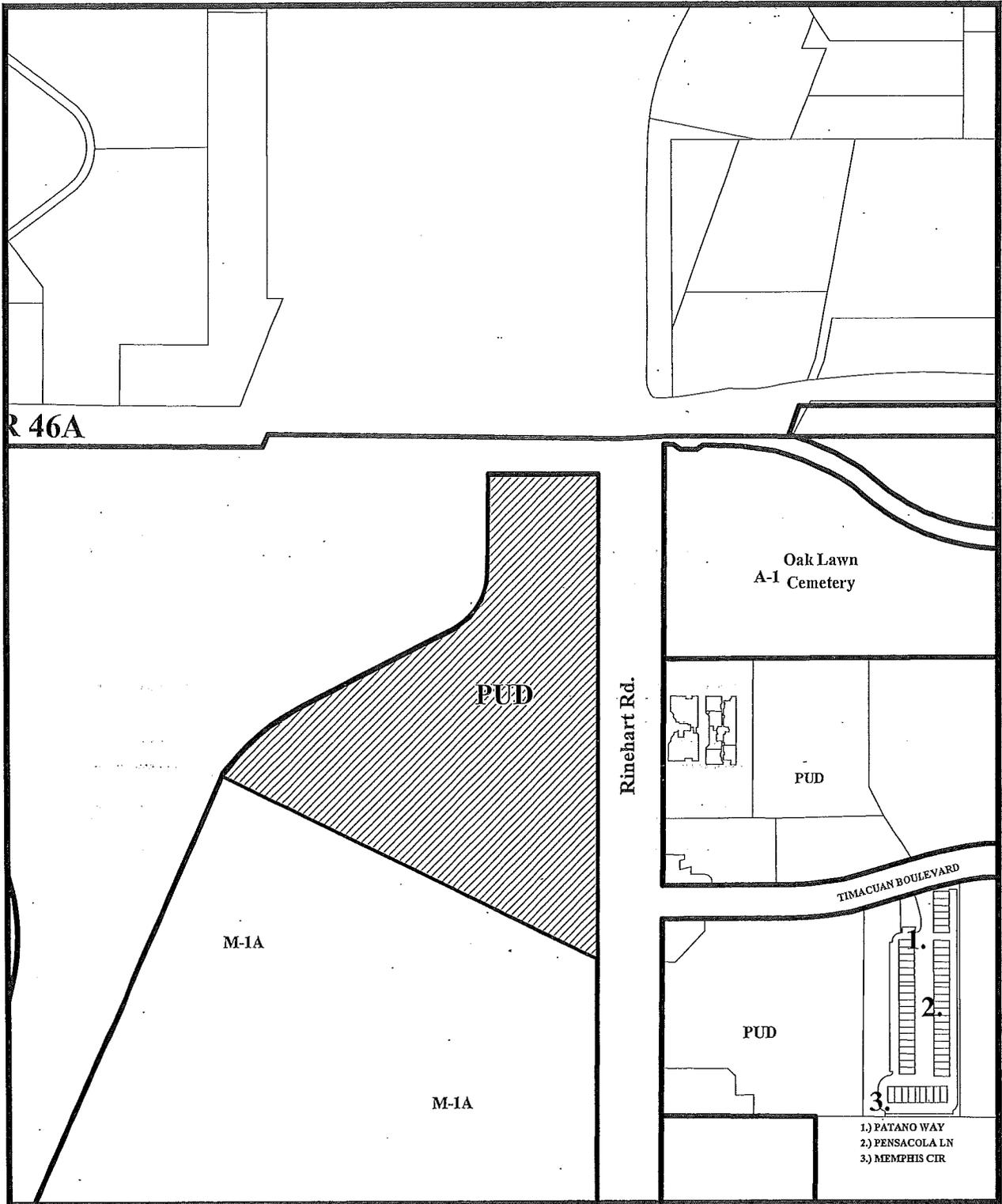




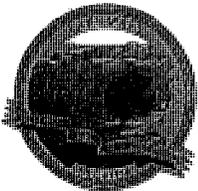
Future Land Use Map

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	

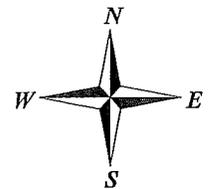




Zoning Map



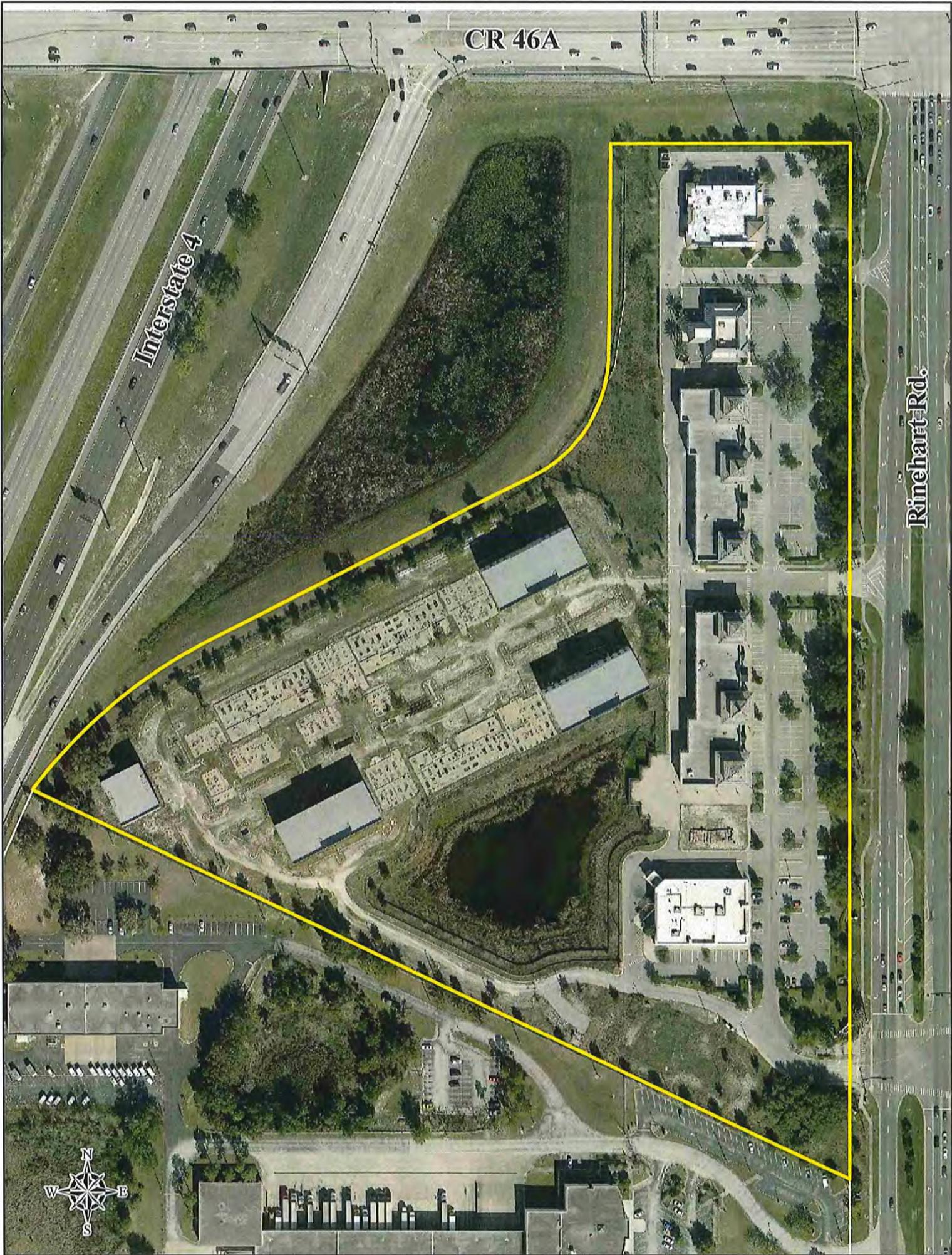
A-1 Agriculture	R-1AAA Single Family	PUD Planned Unit Development	M-1A Light Industrial
RCE Rural Country Estate	R-M Residential	PO Professional Office	M-2A Industrial
R-1A Single Family	R-2 One & Two Family	C-1 General Commercial	DC Downtown Center
R-1AA Single Family	R-3 Multiple Family	C-2 Commercial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

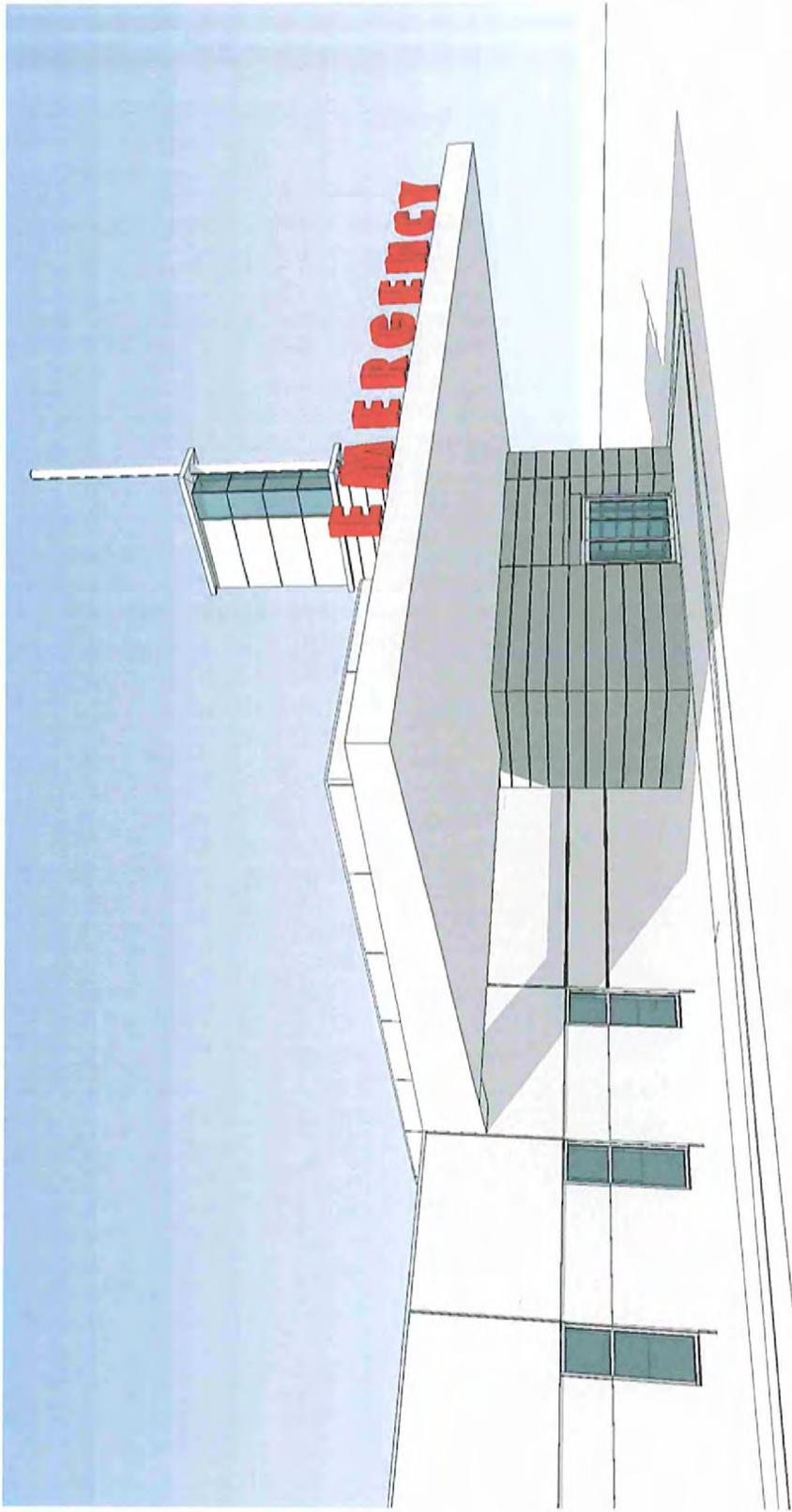


CR 46A

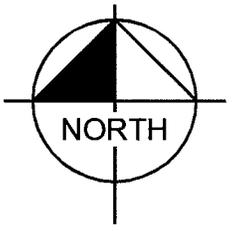
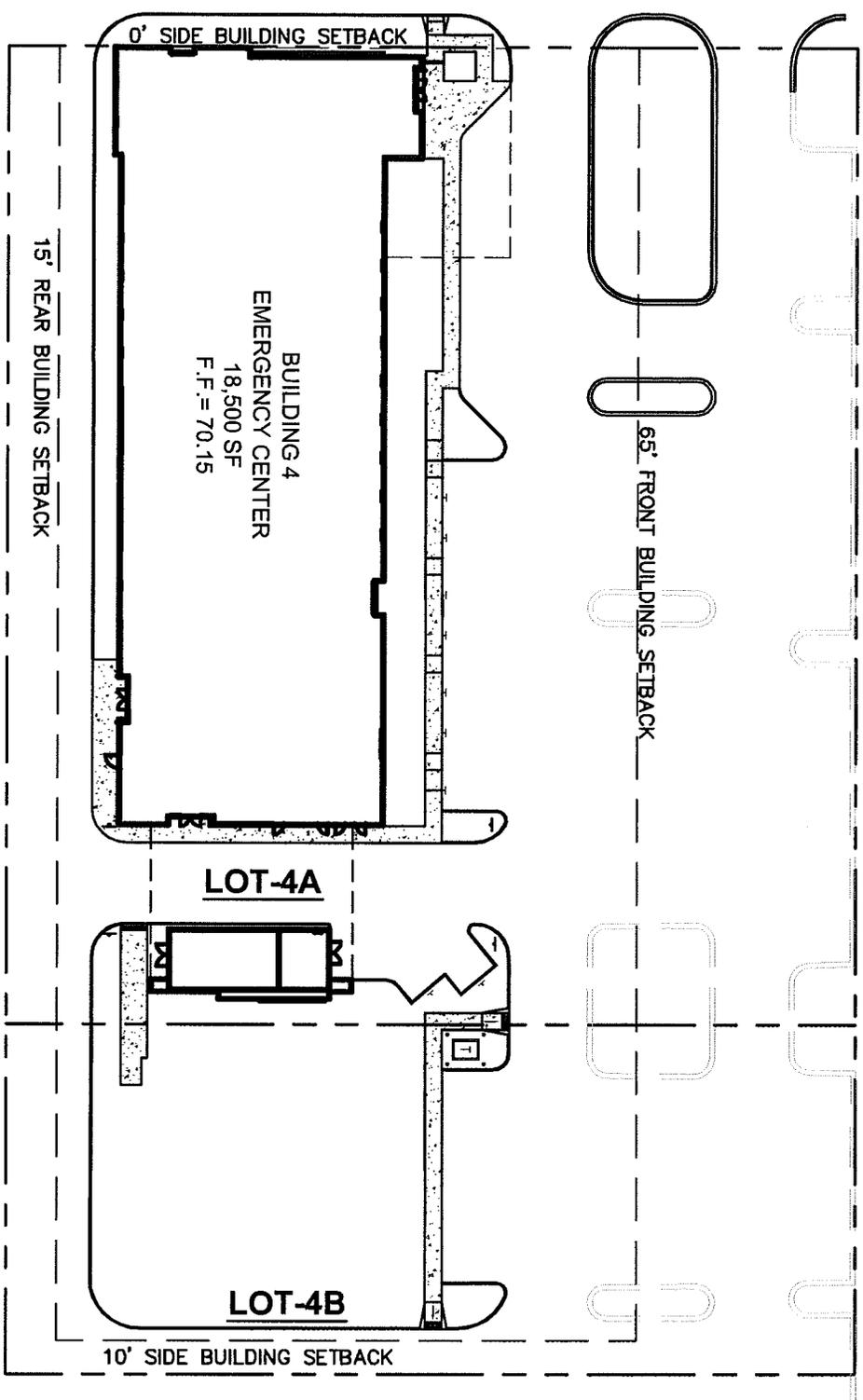
Interstate 4

Rinehart Rd.





BUILDING SETBACK EXHIBIT



DRAFT

1 VIII. New Business

2
3 A. 2015-RZ-01: Recommendation to the City Commission regarding a proposed
4 revision to the adopted Rinehart Place Final Planned Unit Development (PUD),
5 from PUD to PUD, related to the proposed development of a Florida Hospital
6 emergency medical facility, 950 Rinehart Road, Lake Mary, Florida; Applicant:
7 Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health
8 System/Sunbelt, Inc. (Public Hearing)

9
10 B. 2015-SP-02: Request for Site Plan approval for a Florida Hospital emergency
11 medical facility on Lot 4A of the adopted Rinehart Place Final Planned Unit
12 Development (PUD), 950 Rinehart Road, Lake Mary, Florida; Applicant:
13 Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health
14 System/Sunbelt, Inc. (Public Hearing)

15
16 Juan (John) A. Omana, Jr., Community Development Director, addressed
17 housekeeping items and protocol. He explained that these are two separate but
18 related items; that, procedurally, the amendment to the PUD will go to the City
19 Commission at two separate readings, and the Planning and Zoning Board will
20 be the terminal board for the Site Plan. He emphasized that if the Board elects to
21 approve these two items, what staff will do is proceed with the Final PUD to the
22 City Commission with the understanding that the Site Plan won't become
23 effective until such time that the Final PUD is approved; that in order for the Site
24 Plan to go through, the Final PUD is needed to be approved by the City
25 Commission.

26
27 Mr. Omana respectfully requested, as far as the public hearings are concerned,
28 that the Board receive comments separately since, technically, they are two
29 separate items.

30
31 Mr. Omana then announced these items are quasi-judicial in nature; that Quasi-
32 Judicial Sign-In Sheets (see attached) were located at the back of the chambers
33 for any interested party to sign in order to be kept abreast of these matters.

34
35 Jackie Sova, City Manager, said that she doesn't come before the Board that
36 often; that she usually waits for these items to come before the City Commission,
37 but these items tonight are unique in that this type of facility is new to Florida but
38 very popular in other states. She stated that staff has worked very hard for
39 several months now bringing this together. She informed the Board that present
40 tonight is Lake Mary Fire Chief Frank Cornier. She said she has met with two of
41 the HOAs, and the City has offered to meet with a third HOA, but they have been
42 unable to get it on their schedule; that possibly the City will meet with them in the
43 future. She stated that the City has spoken with a substantial amount of citizens,

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nearly 200, about this issue, and she had been the principal one at one of those meetings. She requested a commitment from Florida Hospital, providing this development goes forward, that by the time the City issues a CO for the building itself, to provide the City with an answer, as well as addressing this issue tonight, as to what the Applicant intends on doing with the existing vacant structures that are either laying on the ground or partially erected towards the back of the site.

Gary Schindler, City Planner, proceeded to present Item A. (PUD Amendment/Rezoning) and the related Memorandum (Staff Report) to the Board. The Location Map attached to the Staff Report was on the overhead projector. It is noted that Stephen Noto, Deputy City Planner, was putting documents on the overhead projector while Mr. Schindler was speaking. He explained what type of medical facility this will be; THAT IT WILL NOT BE A PLACE TO GET A PHYSICAL. He said that if you have a medical major emergency and you go to this facility for treatment, they are going to stabilize you, and if you need continued, multiple-day care, they are going to ship you out, which is one of the reasons why there is a heliport. He stated that they will not be equipped, nor will they have the facility, for overnight patients since this will not be a hospital but a triage center where you can get emergency medical care for most medical emergencies, but, in the long run, the more serious emergencies are going to be stabilized and then transported. He said this facility is intended to be everything that Centra Care is, those type of facilities, and more.

Mr. Schindler explained that the PUD has two parts; one is the First Amendment to Master Development Agreement for Rinehart Place PUD and then there is a change to the Master Plan (Master Plan put on overhead projector). He pointed out on the overhead originally where the heliport was proposed, but stated there was a lot of concern with its location being there and was decided to be moved to the west side of the proposed building, more buffered from the residential areas and less intrusive.

Mr. Schindler brought the Board's attention to the second page of the Staff Report under 5., Subsection 34, Prohibited Uses, where this section has been deleted regarding medical facilities that utilize the services of emergency vehicles. He also brought to the Board's attention immediately below that under 6., Exhibit D, Permitted C-1 & C-2 Uses, where the Applicant is proposing to add three specific uses, i.e., a free-standing emergency department, emergency helicopter operations, and emergency vehicles.

Mr. Schindler then discussed the height of the facility. He said the Applicant is proposing 45' high for the building (diagram entitled Florida Hospital FSED Lake Mary put on the overhead projector) and the architectural feature may be as high as 60'.

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Mr. Schindler stated that the Applicant is requesting a zero building setback to the north, but the rest of what is incorporated in the First Amendment is more housekeeping than anything else.

Mr. Schindler brought up concerns of noise, visual impact, and the structures (tilt walls) on Lot 7. He said that he believed the City has a commitment that, prior to the issuance of a CO of the proposed building on Lot 4A, those structures will be demolished and it will be cleared ground. He encouraged Mr. Owen to come forward to the podium and confirm that for the record.

Borron J. Owen, Jr., with the law firm of Gray Robinson, P.A., 301 E. Pine Street, S. 1400, Orlando, Florida 32801, came forward representing Florida Hospital and addressed the Board in favor of both the proposed PUD Amendment and Site Plan. He confirmed that Florida Hospital agrees that prior to issuance of a CO for the emergency department up front, they will demolish all of the buildings (tilt walls) that are currently existing onsite. He stated that the front two buildings will have to be torn down for the emergency department and they will take the back buildings down as well. He said that they may leave the slabs in the back because they are not sure what they are going to do, but they will at least take them down to the slabs and keep the grass cut. He stated that they may try to utilize some of the slabs because it gets more expensive trying to remove slabs; that they thought the offensive piece was really the buildings (tilt walls in the back) themselves. He said that they will work with staff when they go through the demolition permit phase.

Mr. Omana offered that if that is going to be a condition, that that will be a condition under both the PUD and the Site Plan.

Mr. Schindler showed graphics, as a result of working with the architect, representing the distance from the proposed emergency department to six residential communities addressing the concern of visual impact. He said that these show what you are going to see from the north end of the building where the architectural feature is going to be located, but this does not take into account the landscaping and the buildings that exist between them. The graphics depict as if there is nothing in between them, just bare earth and nothing to obstruct the view. The first graphic, Timacuan Bell, was put on the overhead projector followed by Timacuan Townhomes, Timacuan (off of Grayling), Legends Apartments, Woodbridge Lakes, and Manderley. He stated that this proposed architectural feature is going to be 10' taller than the architectural feature at Stirling Center, which is 50' tall, since this proposed architectural feature is proposed up to 60' tall (diagram entitled Florida Hospital FSED Lake Mary put back on the overhead projector). He commented that he thought it is not going to be any great visual impact that some people are concerned about.

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Mr. Schindler next invited Lake Mary Fire Chief Frank Cornier to come to the podium and discuss the issue of noise from the sirens on the emergency vehicles.

Frank Cornier, Fire Chief, City of Lake Mary, came forward. He said there are two Lake Mary rescue units (Wallace Court and Crystal Lake Avenue), plus rescue units from Sanford and Seminole County, that would probably be using this facility. He stated that currently the hospitals the City uses mostly are Central Florida Regional, South Seminole in Longwood and Florida Altamonte. He said that the City would probably use this proposed facility regularly unless it was a critical matter, then they would go to the three hospitals they use and maybe even into Orlando. He stated that as far as approaching the proposed hospital, their sirens wouldn't usually be on because they wouldn't be transporting a critical situation to this proposed facility, and leaving this facility they wouldn't have their sirens and lights on going back to one of the fire stations unless it would be because they got an emergency call leaving the proposed hospital to another location. He mentioned that Florida Hospital has their own private ambulance with their own protocols, but he believed they would pretty much follow the same standards as the City as far as using lights and sirens coming in and out.

Mr. Schindler said that the Master Plan shows (Master Plan put back on overhead projector) that the existing 19,000 square-foot building will be demolished and in its place a building constructed of 18,500 square feet, which will require fewer parking spaces and less impact traffic-wise, certainly not violating the threshold of 6,171 trips, which is the maximum number of trips that can be developed on this property without triggering a new traffic study. He stated that as the back portion, Lot 7, develops, staff will continue to monitor the trips, and if the Applicant crosses the threshold of 6,171 trips, they will be advised they need a new traffic study.

Mr. Schindler addressed the four rezoning criteria listed in the Staff Report. He informed the Board this is technically a rezoning in that it will go from PUD to PUD; that this is not the first time the Board has seen this type of application and been asked to act upon it. He relayed to the Board that if they have any specific questions about the criteria, staff is here to answer them; that staff believes this rezoning meets all the criteria.

Mr. Schindler then read aloud into the record Finding of Fact No. 5 listed on page 7 of the Staff Report as follows: Staff finds the proposed revision of the approved Final Development Plan consisting of the First Amendment to Master Development Agreement for Rinehart Place PUD and a revised Master Plan to

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1 be consistent with Florida Statutes, City of Lake Mary Comprehensive Plan, and
2 City of Lake Mary Code of Ordinances.

3
4 Mr. Schindler reminded the Board that if this item is recommended for approval, it
5 will be subject to the condition that prior to the issuance of a CO for the building
6 on Lot 4A Rinehart Place, the developer shall improve the safety and aesthetics
7 of Lot 7. This shall include demolishing and removing the building shells, both
8 those erect and those lying on the ground. The developer shall also remove all
9 construction materials, junk, and debris. The developer shall mow the area on a
10 regular basis. The building slabs may remain; however, there shall not be any
11 construction materials that extend above the plane of the slab.

12
13 Mr. Omana added that the City would want the circulation configuration of that
14 back lot to be provided in the event somebody needs to get back there to include
15 tilt wall components that were laid out on some of the parking areas and aisles of
16 the subject area. He said, "so, when the City says clean up, it's saying clean up
17 those things blocking the access ways and parking areas to include construction
18 equipment/debris".

19
20 Chairman Hawkins pointed out that for it to be safe is going to take a lot of work
21 because it's going to have to be all graded to where it's even with the top of the
22 foundation because there are footwalls and foundations that aren't level with the
23 ground.

24
25 Mr. Omana agreed that the grading issue would be another question that would
26 have to be looked at.

27
28 Mr. Owen came back to the podium expressing that Florida Hospital is excited
29 about being in Lake Mary and the opportunity to provide a stand-alone
30 emergency department to address the health care needs of the Lake Mary
31 community and are concerned about safety (people hiding or lurking), health,
32 being a good neighbor, and achieving all of their goals in Lake Mary as they have
33 at other locations; however, he stressed that their application currently before the
34 Board is solely for a stand-alone emergency department up at the front of the
35 property. He stated that once they get concrete plans for Lot 7, Florida Hospital
36 will come back to the City and will examine what will happen there, but the
37 property in the back is not intended to be a hospital because there is not enough
38 land. He reiterated that Florida Hospital will commit to take down the structures,
39 to include taking the tilt walls lying in the parking lot, or wherever, away, keep the
40 grass mowed and keep it safe and clear since they want people that come to this
41 emergency department to feel safe and does not want any criminal activity
42 occurring in the back. He said that it would be hard to commit to grade Lot 7 or
43 bring dirt in because, again, they are not proposing any construction there. He

1 stated that their offer is because Florida Hospital recognizes what's happening in
2 the back and wants to change that and be a good neighbor. He said that Florida
3 Hospital has owned all of the undeveloped property since late 2013; that their
4 original plan was to have this facility finished and operational by the end of 2015.
5 He stated that Florida Hospital wants people to drive by and say that's the new
6 Florida Hospital facility, not what's that dump in the back because that is not how
7 they want to be perceived. He hoped this would help with the commitment.

8
9 Mr. Schindler informed the Board that if, in the future, Florida Hospital did want to
10 build a hospital in the back, they would have to come back and amend the PUD
11 again. He clarified/reiterated that what is currently before the Board is not a
12 hospital but an emergency medical facility that is going to be open seven days a
13 week, 24 hours a day; that there will not be patients staying over for extended
14 days because those type of patients will be transported to another facility where
15 they can get that particular kind of care.

16
17 Mr. Schindler proceeded to present Item B. (Site Plan) and the related
18 Memorandum (Staff Report) to the Board. He said this involves approval for a
19 proposed 18,500 square-foot emergency medical facility on Lot 4A that's already
20 partially constructed, dried in. He stated that staff previously dealt with Sam
21 Snead's Chef Desmond for months, but the property went into receivership (the
22 state of being held by a receiver, especially in cases where a company cannot
23 meet its financial obligations). He said that Florida Hospital is going to come in
24 and demolish the existing building/shell where Sam Snead's restaurant was
25 going to be except that the new facility will not be quite as large, and there is
26 going to be a porte-cochere at the north end that is going to extend out into what
27 is now the western drive aisle and parking spaces, so that when someone comes
28 to the proposed facility, they can load and unload passengers without having to
29 get into the weather. He stated this is why we are eliminating a few of the
30 existing parking spaces, but because this overall footprint is smaller, we end up
31 with more than enough parking spaces and there is still the area in back. He
32 said that, at this point, staff is not concerned about the parking spaces or the
33 overall number of trips or peak-hour impact because an emergency medical
34 facility has a very different peak hour than retail, office, or restaurant.

35
36 Mr. Schindler stated that the amount of pervious area is not being increased; in
37 fact, it will be decreased. He said that the stormwater facility is intact; that it was
38 designed for a 19,000 square-foot building, and since this is proposed at 18,500,
39 it is more than adequate. He stated that the parking spaces are sufficient. He
40 said that there is no change in utilities; that they are going to have City water,
41 City sewer, and reuse water. He said there are a few minor landscaping issues,
42 but they can be easily corrected as a condition. He stated that the outdoor
43 lighting is not going to change. He reminded the Board that staff has already

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1 done a final inspection on this facility and it passed; that Community
2 Development, engineering, and Public Works have all looked at this and said the
3 Applicant met all commitments/concerns, and now an 18,500 square-foot
4 building is being proposed at 500 square feet smaller than what is there now.
5

6 Mr. Schindler concluded his presentation by reading aloud the Findings of Fact
7 listed on page 5 of the Staff Report, as follows: Staff finds the proposed Site
8 Plan for an 18,500 square-foot emergency medical facility meets all relevant
9 development standards of the Rinehart Place PUD and the City Code of
10 Ordinances. He then reviewed the first three conditions associated with the Site
11 Plan (see below under motion). He noted that the first condition is the same
12 condition under the PUD Amendment that was just heard, and the first and third
13 conditions came in after the agenda packets were distributed. As far as the
14 second condition, he stated that this is only for the canopy trees that are shown
15 in the parking lot; that all of the other landscape plantings are not required and,
16 therefore, they do not have to meet City code.
17

18 Chairman Hawkins requested Mr. Noto blow up the square on the master plan on
19 the overhead projector. He wanted to ensure that the porte-cochere is going to
20 be high enough for visiting delivery trucks. After seeing the Applicant's
21 representative nod affirmatively, Mr. Schindler said to let the record reflect that
22 Florida Hospital says, yes, that a semi, or other delivery trucks, can access the
23 14-foot height of the porte-cochere. He stated, however, that he would imagine
24 that there would be signage directing delivery trucks away from the emergency
25 room.
26

27 Chairman Hawkins commented that ingress and egress is being blocked by
28 putting that porte-cochere there. He said because there are going to be delivery
29 trucks, he would request that the Applicant agrees to eliminate the landscape
30 island to the east of the porte-cochere to allow ingress and egress to that parking
31 lane to the middle entrance.
32

33 Mr. Owen agreed/committed to what would be the fourth condition (see below
34 under motion).
35

36 Jennifer Stickler with Kimley-Horn and Associates, Inc., 3660 Maguire Blvd., S.
37 200, Orlando, Florida 32803, came forward in favor of the proposed Site Plan
38 and also agreed to the fourth condition.
39

40 Chairman Hawkins stated that really what he was interested in is having a dual
41 entrance there.
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Mr. Owen agreed to making those changes in the drawings prior to this going to City Commission.

Mr. Omana suggested making the changes at the time of site construction permit so things can be consistent and the City Commission can review these same documents at their level.

Mr. Owen agreed to that as well.

Mr. Omana suggested adding a sentence at the end of the first condition to the effect of "this condition is also enumerated in the PUD Amendment" (see motion below).

Vice Chairman Taylor asked Mr. Schindler what other expressed concerns of the public there are besides noise and traffic.

Mr. Schindler answered, visual impact. He said that he believed staff has addressed this, but what he has shown the Board does not take into account the landscaping, etc., between.

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

Mr. Owen returned to the podium and the third condition was further discussed. He decided he did not want to come back in the future before the P&Z for Site Plan approval for a helipad and accepted the third condition. He concluded, requesting the Board recommend approval to the City Commission of the PUD Amendment and Site Plan and that their whole crew was present if the Board or public had any questions.

Vice Chairman Taylor questioned Mr. Owen if there is any data that he possesses from other similar Florida Hospital facilities about emergency vehicle trips per day on average that require lights, sirens, or helicopters that can address the citizens' concerns.

Mr. Owen answered affirmatively. He stated that their experience has been that helicopter traffic is minimal, maybe a few a week; that their helicopter would not be bringing patients to the proposed facility but would be transporting from the proposed facility to other hospitals depending upon care. He said the helicopter is the best transporter and would only be used as needed due to the health necessity of the patient. He stated that the same goes for ambulances; that they would be used for patient transport only to other hospitals when the physician requires it, medical necessity, or when the life of the patient is in need. He said

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that trauma victims will not be picked up and brought to the proposed facility, and this will be minimal just like the helicopter. He stated that most of the patients at the proposed facility will be drive-in patients.

Fire Chief Cornier came back to the podium and added that, just for Lake Mary, there will be approximately 20-30 emergency vehicles per month coming into the proposed facility. He said he couldn't speak for other surrounding jurisdictions.

Mr. Schindler commented that that adds up to one to two ambulances per day.

Member Fitzgerald questioned Ms. Stickler, once the ambulances drop off, where will the ambulances go to leave the facility, especially if they are going north?

Ms. Stickler responded, right where Lot 4A is, there's a driveway through there (indicating to overhead projector). It can come around and back through that driveway and can turn right back around to go north.

Mr. Schindler asked, but the ambulance will unload at the south end of the building and not at the porte-cochere at the north end because that is for the general public?

Ms. Stickler answered affirmatively.

Mr. Schindler added to that saying that the emergency ambulance is at the south end where there is also a porte-cochere, and the rectangle under Lot 4A is a mechanical area. He said the idea is to separate the public from emergency vehicles. You are either going to go to the light at Timacuan and make a left turn or you will go on Rinehart Road to the light and make a U-turn.

Member Fitzgerald questioned, the parking won't be directional?

Mr. Schindler replied, no. It's a 90-degree angle.

Chairman Hawkins opened the hearing to public comment regarding both the PUD Amendment and the Site Plan.

Francis Devlin, President of Woodbridge Lakes HOA (276 homes), 668 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. He stated that since there will no longer be retail on this site, it cannot become a tax-revenue-generating project for the City to pay for police and fire, and since this is proposed to be a four-story building, it will place an additional strain on the City's firefighters' ability to serve without a tower truck. He said that even though the City has a mutual-aid agreement with City of Sanford and Seminole County,

1 the firefighters currently have to wait for a mutual- aid vehicle/tower truck to
2 arrive if they are at the Marriott Hotel or Verizon building. He stated that he knew
3 for a fact that you will not be able to lift those tilt walls up off of a slab once it's
4 been there for seven years because of the condensation and everything else.
5 He said that their/Woodbridge Lakes HOA's recommendation, as a group, is they
6 would love to have all of those slabs removed because they have been looking at
7 this property for over seven years. He also offered up a group recommendation
8 to bring the ambulances through the rear of the facility because they are
9 concerned about congestion and bottle-necking, especially since Florida Hospital
10 isn't sure what they are going to do with the remainder of the subject property in
11 the back. He also expressed concern of what the rear of the property will look
12 like since there is no plan in place. He stated that Woodbridge Lakes is already
13 challenged with the sirens reverberating off of the lake as rescue vehicles exit
14 Wallace Court and enter onto Rinehart Road. He said that he agrees with the
15 delivery truck situation. He stated that if you were to buy a foreclosed home in
16 Woodbridge Lakes, you would be required to bring it up to the standard of the
17 community and he believed that the City Commission should hold Florida
18 Hospital to the same standard, and if these tilt walls are dropped down to slabs,
19 there is no use for those existing slabs; that you cannot rebuild on those existing
20 slabs. He expressed that he didn't want this to be about money; that their
21 community wants the City Commission to do what's right for the citizens of Lake
22 Mary and bring the subject property up to an overall safe, clean, and aesthetically
23 pleasing development. He also suggested lighting the back of the property if
24 there are going to be working roads back there.

25
26 Alfred Cann, 358 Lake Dawson Place (Woodbridge Lakes Unit 2A), Lake Mary,
27 Florida 32746, came forward. In an effort to not be redundant, he expressed that
28 he totally agrees with everything Mr. Devlin just said. He added that the slabs
29 are going to have to be addressed sooner or later and his community would like
30 them addressed NOW.

31
32 Dianne Crissey, 560 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary,
33 Florida 32746, came forward and said that she was in opposition to both
34 applications before the Board. She stated that she didn't believe this type of
35 facility belongs in the midst of three residential communities (Woodbridge Lakes,
36 Timacuan, and Manderley) and would not be an asset.

37
38 Richard Burnham, 450 Chickee Court (Timacuan Unit 15), Lake Mary, Florida
39 32746, came forward. He said that he is on the HOA Board for Timacuan and he
40 just wanted to make it clear that Ms. Crissey does not speak for Timacuan. He
41 stated that Timacuan residents have met with Florida Hospital representatives
42 but they have not taken a vote yet.

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1 James Heeren, 788 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary,
2 Florida 32746, came forward. He also expressed that he totally agrees with
3 everything Mr. Devlin just said; that he appreciates Florida Hospital's plans but
4 would like to see a few changes to them.

5
6 Herbert Stover, 933 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary,
7 Florida 32746, came forward. He also expressed that he totally agrees with
8 everything Mr. Devlin just said.

9
10 Lori Grane, 433 Riseman Court (Woodbridge Lakes Unit 1), Lake Mary, Florida
11 32746, came forward. She said her biggest concern is unrelated but has to do
12 with the future widening of Rinehart Road in that all those beautiful trees and
13 landscaping in the median would be lost, but she thought the proposed
14 development will be a nice addition and certainly an upgrade to what is currently
15 there.

16
17 Eric Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida
18 32746, came forward. He also expressed that he totally agrees with everything
19 Mr. Devlin just said.

20
21 Karin White, 549 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida
22 32746, came forward. She also expressed that she totally agrees with
23 everything Mr. Devlin just said and echoed Ms. Grane's concerns about the
24 future widening of Rinehart Road.

25
26 Andrew Goodman, Vice President of Woodbridge Lakes HOA, 464 Pickfair
27 Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward.
28 He also expressed that he totally agrees with everything Mr. Devlin just said.

29
30 Catherine Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary,
31 Florida 32746, came forward. She also expressed that she totally agrees with
32 everything Mr. Devlin just said, that she is very grateful that Florida Hospital is
33 coming, and sees it as an asset if it means saving a loved one. She stated that
34 since Florida Hospital's theme is let's live to 100 years, she suggested some kind
35 of 5-K run or educational information about what to do to live to that magic
36 number of 100 and, therefore, giving back to the community to make it better and
37 healthier.

38
39 Monique Cutnaw, 929 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary,
40 Florida 32746, came forward. She also expressed that she totally agrees with
41 everything Mr. Devlin just said. She requested a better explanation on how all
42 the sirens are going to work in terms of when they might be heard and what the
43 rules are concerning when they would be used and the hours. She also

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wondered if there was a standard for not only Florida Hospital using sirens but the other emergency vehicles.

Fire Chief Cornier answered that the sirens are going to be utilized when there is a life-threatening emergency or when they are responding to an emergency, but when they leave the Wallace Court fire station after 10 o'clock p.m., they do not use the sirens on Wallace Court; that once they get onto Rinehart Road and they have to move traffic, they utilize the sirens. He said he couldn't predict what time of the day sirens will be used.

Mr. Owen came back to the podium emphasizing that the widening of Rinehart Road is not a part of this application.

Hearing no further public comment, Chairman Hawkins closed that portion on both items and entertained board discussion and/or a motion.

Chairman Hawkins commented that he believed that Lot 7 will be fenced in and secured and certainly much more pleasing than it looks now.

Vice Chairman Taylor commented that she thought it was economically viable. She felt it was appropriate for them to offer to take the tilt walls down and would be a great improvement from what is there now.

Chairman Hawkins commented that we are moving in "a direction" rather than "no direction".

Member Fitzgerald commented that it seems that it's just too ambiguous/too incomplete to him for Florida Hospital to say they're going to clean it up and make it look a little bit nicer.

Mr. Schindler assured Member Fitzgerald that he felt very certain that the City Commission is going to push this issue to make sure they are happy with what the commitment is regarding Lot 7.

Member Schofield asked Mr. Schindler if staff knows if those foundations on Lot 7 will become unusable if the tilt walls are torn down.

Mr. Schindler responded that he could not answer that since that would be an engineering question; that a structural engineer would have to make that determination, and there is no one on City staff that is qualified to address that.

MOTION:

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1 **Sheet L101 is revised to indicate the plantings within the parking lot and**
2 **that such plantings shall have a minimum height of fifteen (15) feet and a**
3 **minimum width of three and one half (3.5) inches at caliper.**

- 4 **3. Prior to the issuance of a site construction permit, the Applicant will**
5 **provide a sheet that shows an engineered drawing of the proposed**
6 **helipad on Lot 7 (west of the building and not south of the building) that**
7 **is in compliance with the proposed master plan.**
8 **4. Planning and Zoning Board recommends that the Applicant agrees to**
9 **eliminate the landscape island to the east of the porte-cochere to allow**
10 **ingress and egress to that parking lane to the middle entrance.**

11
12 Mr. Omana announced that these two items will move forward to the City
13 Commission for first reading on May 21, 2015, and second reading on June 4,
14 2015.

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16 Mr. Schindler announced that unless the master plan is approved by the City
17 Commission on two readings, the Site Plan approval is moot.

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QUASI-JUDICIAL SIGN-IN SHEET
4/28, 2015
PLANNING AND ZONING BOARD MEETING
(please print)

Name Richard Read Phone No. 407-314-7030

Address 5387 Glenlake Place Sanford FL 32771

Item of Interest 2015-RZ-01 & 2015-SP-02

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

QUASI-JUDICIAL SIGN-IN SHEET
4/28, 2015
PLANNING AND ZONING BOARD MEETING
(please print)

Name Eelinda Benitez Phone No. 407 302-3778
Address 557 Pickfair Terrace Lake Mary FL 32746
Item of Interest Noise and Traffic

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

Name _____ Phone No. _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP
Deputy City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Request for a \$5,000.00 Neighborhood Beautification Grant for Crystal Ridge Subdivision (Stephen Noto, Deputy City Planner)

BACKGROUND: The purpose of the Neighborhood Beautification Grant (NBG) Program is to promote the undertaking of activities by City neighborhoods to beautify their developments and to avoid blighted areas. The City Commission has approved project funding in the amount of \$25,000.00 per fiscal year, which would allow for organized neighborhood associations to apply to the City for monies to be used in executing a neighborhood beautification program. Promotion of high quality neighborhoods shows commitment by the City and its citizens in the areas of economic stability, exceptional quality of life, and community security. There is currently \$20,000 remaining for projects in this fiscal year.

DESCRIPTION OF PROJECT: The Crystal Ridge subdivision plat was approved in 1987, and consists of 72 homes. Recently, the HOA has had issues with maintenance of the perimeter wall adjacent to N. Country Club Rd. Specifically, a full segment of the wall was damaged and a repair is currently underway. As a result of these issues, the HOA has applied for neighborhood grant funding to improve the two entrances into the subdivision since improvements are being done to the perimeter wall, as well as to reflect the vision of the current HOA.

The total grant amount requested is \$5,000. The total project cost is \$8,822.85. The HOA has already invested \$934 in sweat equity; they will also be providing \$2,888.85 to cover the remaining costs of the project.

Discussion: This project qualifies within the NBG program as a Neighborhood Entry Beautification (NEB) Grant. Per the approved program, the maximum amount of funds that can be allotted for NEB requests is \$5,000.00 (The City Commission has the ability to approve funding above that amount on an as-requested basis). A minimum of 5% community contribution in the form of cash or in-kind services is required.

Proposed Improvements: The project will accomplish the following goals:

- Remove/replace existing vegetation, provide maintenance to some existing vegetation
- Irrigation service and repair
- New entry signage

The landscape plans call for installation of Japanese Blueberry trees, Variegated Arboricola, Boxwood, Loropetalum, Society Garlic, orange Bulbine, St. Augustine Sod, and mini Pine Bark for the landscape beds and Crepe Myrtle Beds along the perimeter wall.

The full application package has been found to be sufficient. The preferred vendors based on cost and warranty is Quick Care (landscaping), and Woodland Manufacturing (signage). The project would begin shortly after City Commission action in mid-August.

FINDING OF FACT: Staff has found that the request for a Neighborhood Beautification Grant for the Lake Mary Landings subdivision meets the requirements of the Neighborhood Beautification Program. Staff recommends approval of \$5,000 in grant funding.

PARKS & RECREATION BOARD: At their meeting on Monday, August 3, 2015, the Parks and Recreation Board provided a “statement of support” for the project. A quorum was not achieved, therefore, to help move the project forward, the board gave their support of the project in lieu of a formal motion recommending approval.

ATTACHMENTS:

- Crystal Ridge Neighborhood Beautification Grant Application Package
- August 3, 2015, Parks & Recreation Board Synopsis

1 **MINUTES OF THE CITY OF LAKE MARY, FLORIDA, PARKS AND RECREATION**
2 **BOARD MEETING HELD AUGUST 3, 2015, 6:00 P.M., CITY HALL, 100 N.**
3 **COUNTRY CLUB ROAD**
4
5

DRAFT

6 I. Call to Order

7 The meeting was called to order at 6:00 p.m.

8 II. Roll Call/Determination of a Quorum

9 Chairman Danny Williamson

10 Member James Buck

11 Member Robert Sebald

12
13 Vice Chairman Lynette Swinski, Member Robert Boardman, Member John
14 Lackey and Member Michael Gaudio were absent.

15
16 **It is noted that a quorum was not met for this meeting.**

17
18 City staff present were Juan (John) A. Omana, Jr., Community Development
19 Director; Gary Schindler, City Planner; Stephen Noto, Deputy City Planner; Bryan
20 Nipe, Parks and Recreation Director; Gunnar Smith, Recreation/Events Center
21 Manager; Kathy Gehr, Assistant Parks and Recreation Director; and Diana T.
22 Adams, Administrative Assistant.

23
24 III. Citizen Participation: This is an opportunity for anyone to come forward and
25 address this Board on any matter relating to this Board or its actions. This also
26 includes: 1) any item not specifically listed on a previous Agenda but discussed
27 at a previous board meeting or 2) any item on tonight's Agenda not labeled as a
28 public hearing. Items requiring a public hearing are generally so noted on the
29 Agenda and public input will be taken when the item is considered.

30 IV. Director's Update

31 Crystal Ridge Neighborhood Grant

32 **In light of not having a quorum for this meeting, the Board made an informal**
33 **statement of support regarding the Crystal Ridge neighborhood grant in the**
34 **amount of \$5,000.**

RECEIVED

MAY 14 2015

CITY OF LAKE MARY NEIGHBORHOOD BEAUTIFICATION GRANT APPLICATION

Applicant Org. Name: <u>Crystal Ridge home owners</u>	Alt. Contact: <u>John Joyner</u>
Project Team Leader: <u>Michael McKeever</u>	Address: <u>105 CHANNEL DR</u>
Address: <u>202 Ridge Road</u>	City/State/Zip: <u>LAKE MARY, FL 32746</u>
City/State/Zip: <u>Lake Mary, FL 32746</u>	E-Mail: <u>John.joyner@live.com</u>
E-Mail: <u>MARC WIGINTON.NET</u>	Phone: <u>407 467-2548</u> Alt. Phone: <u>N/A</u>
Phone: <u>407 493-5207</u> Alt. Phone: <u>N/A</u>	

Grant Requested: Neighborhood Entry Beautification Community Beautification

Name of Neighborhood: Crystal Ridge

Location of Neighborhood (Roadway Boundaries): County Club Rd & W. Frederick and Ridge Rd

Project Location (Address Required for Permitting): _____

Has the Neighborhood Won Grant Funding in the Past? Yes No

If Yes, When and How Much? _____

Brief Description of Project:
The work itself begins with the removal of all existing shrubbery, lush shrubbery will enhance larger trees with annual and perennial flowers changed out consistently throughout the year and signage

Grant Amount Requested: \$ 5,000.00

Neighborhood Match Amount: \$ 934.00 or 12%
(min. 5% of Grant Amount)

- REQUIRED ATTACHMENTS**
- Three (3) quotes of all proposed work
 - A complete budget showing total cost of project
 - Photos of existing site conditions
 - A clean site plan showing the location of all improvements
 - Notarized meeting minutes
 - Project Action Team (PAT) contact information
 - A completed GAP with Maintenance Agreement
 - Other documentation specifically requested by staff
 - First Step Meeting Synopsis

THE ABOVE INFORMATION IS SOLELY PROVIDED FOR PURPOSES OF APPLYING FOR THE NEIGHBORHOOD BEAUTIFICATION GRANT (NBG) AND UNDERSTAND IT DOES NOT IMPLY APPROVAL. I CERTIFY THE ABOVE INFORMATION TRUE. I HAVE RECEIVED, READ, AND AGREE WITH THE NBG PACKAGE.

Signed: Michael A. McKeever

Print Name: Michael A. McKeever

Title: Alt Committee Member

Date: 4-16-15

Crystal Ridge HOA Project Narrative

This proposal is being submitted in hopes to serve the purpose of enhancing our community as well as adding value to our city. The areas being improved begin at our south entrance off Country Club Rd and West Frederick, our main entrance, off of country Club and Ridge Rd.

The work itself will consist of lush shrubbery, enhancing larger trees at both entrances. Annual and perennial flowers will be maintained and changed out as needed throughout the year. We have upgraded our lights and signage to enhance the entrance ways.

Pictures attached in portfolio reflect how the entrance looks at present time but does not reflect the current homeowner's association's vision of how we would like to represent our community and the City of Lake Mary.

We believe the grant will enable us to upgrade and enhance our community as well as the City of Lake Mary.

Quik Care Services Inc.

247 Park Avenue
Longwood, FL 32750
407-331-QUIK (7845) Phone
407-331-1935 Facsimile

October 30, 2014

Sent via email Joverchuck2@cfl.rr.com

Commented [JJ1]:

Natalie Brooke
c/o Crystal Ridge HOA
Country Club Road
Lake Mary, FL 32746

Dear Ms. Brooke:

This proposal is for the above referenced property. The following is an itemized list of materials and labor that will be necessary in the clean up and landscaping for the 3 entrance signs and retention area on Crystal Ridge Way.

Landscaping proposal

- Mow the retention pond along Crystal Ridge down to the water as discussed
- Remove all existing plants, weeds, unwanted growth, mulch and some of the dirt to obtain a better grade at the 3 entrance signs
- Trim the large Bougainvillea to the left of Ridge Road off the wall
- Chemically treat and remove all existing turf in front of the three entrance signs, (will take 3 applications to properly treat area)
- Create new beds designs at the three entrances signs and around Crepe Myrtles along the wall
- Prepare and grade all areas for new landscaping and sod
- Install 6 Japanese Blueberry trees, 15 gallon plant material
- Install 24 Variegated Arboricola, 3 gallon plant material
- Install 18 Boxwood, 3 gallon plant material
- Install 15 Loropetalum, 3 gallon plant material
- Install 36 Society Garlic, 1 gallon plant material
- Install 12 orange Bulbine, 1 gallon plant material
- Install 5 pallets of St. Augustine sod, (400 square feet per pallet)
- Install 16 yards of mini Pine Bark for the 3 entrance signs landscaped beds and for the Crepe Myrtle beds along the wall
- Includes all delivery, installation and disposal of all unwanted material

Irrigation Service and Repair - Irrigation Contractor License # IS0000301

- Service the irrigation system and make repairs and changes as needed to match up to the new landscape and to ensure the system has proper coverage of the entire property. The charge for these services will be \$65.00 per man hour plus parts and is not included in the below total.

The repairs and changes made to this irrigation system have a (1) year warranty on parts and labor, excluding vandalism, damage by others or acts of God.

Quik Care Services, Inc. will provide all permitting and utilities locating as required

Natalie Brooke
c/o Crystal Ridge HOA
October 30, 2014
Page 2

We will furnish all labor and materials listed above, complete in accordance with the above specification, for the sum of Six Thousand Three Hundred Sixty Eight Dollars (\$6,368.00). Payment being made as follows: 50% being due upon signing of the contract (\$3,184.00), and the remaining 50% being due upon completion (**\$3,184.00**). All work to be completed in a timely manner. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.

If this meets to your satisfaction please sign and return to us. If you have any questions please feel free to call.

Sincerely,

Wayne C. Small, Sr.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Signature

Date

SUNKISSGRASS LLC.

601 Staffordshire Ave
Deltona FL 32738
407-272-3781(Cell) or
407-687-5268

Crystal Ridge HOA
Country Club Road
Lake Mary, FL 32746

Re: Landscape Maintenance for Crystal Ridge HOA, includes the 3 entrance signs, the front brick wall along Country Club and the retention pond on Crystal Ridge

Enclosed you will find a proposal for the above captioned property. In addition to landscape maintenance, our customers enjoy the benefits of a complete range of services that encompass all facets of the landscape industry.

- Grounds Maintenance
- Landscape Design and Installation
- Landscape Renovation
- Irrigation install and repair
- Tree trimming and removal

We are a family owned and operated company and feel our success is attributable to our attitude in treating each and every client exactly the way we would like to be treated ourselves. This insures long lasting relationships and high client retention.

If you have any questions please give me a call.

Sincerely,

Jose E Rodriguez Sr.

SUNKISSGRASS LLC.

601 Staffordshire Ave
Deltona FL 32738
407-272-3781(Cell) or
407-687-5268

Crystal Ridge HOA
Country Club Road
Lake Mary, FL 32746

This proposal is for the above referenced property. The following is an itemized list of materials and labor that will be necessary in the clean-up and landscaping for the 3 entrance signs and retention area on Crystal Ridge Way.

Landscaping proposal

- Remove all existing plants, weeds, unwanted growth, mulch and some of the dirt to obtain a better grade at the 3 entrance signs
- Trim the large Bougainvillea to the left of Ridge Road off the wall
- Chemically treat and remove all existing turf in front of the three entrance signs, (will take 3 applications to properly treat area)
- Create new beds designs at the three entrances signs and around Crepe Myrtles along the wall
- Prepare and grade all areas for new landscaping and sod
- Install 6 Japanese Blueberry trees, 15 gallon plant material
- Install 24 Variegated Arboricola, 3 gallon plant material
- Install 18 Boxwood, 3 gallon plant material
- Install 15 Loropetalum, 3 gallon plant material
- Install 36 Society Garlic, 1 gallon plant material
- Install 12 orange Bulbine, 1 gallon plant material
- Install 5 pallets of St. Augustine sod, (400 square feet per pallet)
- Install 16 yards of mini Pine Bark for the 3 entrance signs landscaped beds and for the Crepe Myrtle beds along the wall
- Includes all delivery, installation and disposal of all unwanted material

Irrigation Service and Repair

- Service the irrigation system and make repairs and changes as needed to match up to the new landscape and to ensure the system has proper coverage of the entire property. The charge for these services will be \$35 per man hour plus parts and is not included in the below total.

The repairs and changes made to this irrigation system have a (1) year warranty on parts and labor, excluding vandalism, damage by others or acts of God.

Sunkissgrass LLC. will provide all permitting and utilities locating as required

SUNKISSGRASS LLC.

601 Staffordshire Ave
Deltona FL 32738
407-272-3781(Cell) or
407-687-5268

Page 2

We will furnish all labor and materials listed above, complete in accordance with the above specification, for the sum of \$4,369.50 Payment being made as follows: 50% being due upon signing of the contract , and the remaining 50% being due upon completion. All work to be completed in a timely manner. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.

If this meets to your satisfaction please sign and return to us. If you have any questions please feel free to call.

Sincerely,

Jose Rodriguez Sr.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED:

Signature

-Date
Date



Contact Information:
Brian Poole
P O Box 951678
Lake Mary, FL 32795-1678
Phone: (407) 463-4074
creativelawn.concepts@gmail.com

Proposal for Crystal Ridge HOA – Landscaping Services

Prepared on March 29, 2015

Landscaping

- Mow retention areas down to water lines
- Remove all existing plants, weeds, unwanted growth, mulch, and some of the dirt to obtain a better grade at the entrances
- Trim large Bougainvillea
- Chemically treat and remove all existing turf in front of 3 entrance signs
- Cut back Crape Myrtles along wall
- Prepare and grade all areas for new landscaping and sod
- Install in accordance to the design provided
- 6 Japanese Blueberry trees (15 gal size)
- 24 Variegated Arboricola (3 gal)
- 18 Boxwood (3 gal)
- 36 Society Garlic (1 gal)
- 12 Orange Bulbine (1 gal)
- 5 Pallets of St. Augustine sod
- 16 yards of mulch (the 3 entrances will not require this much)
- Includes all delivery, installation, and disposal of all unwanted materials

The total price for the landscape services listed is \$5,750.

Customer Service 800-582-6366

Home • My Account • Track Orders •

View Cart



Alphabet Signs

Design • View • Buy • Online

Items: 0 Total: \$0.00

★★★★★ of 1105 Reviews

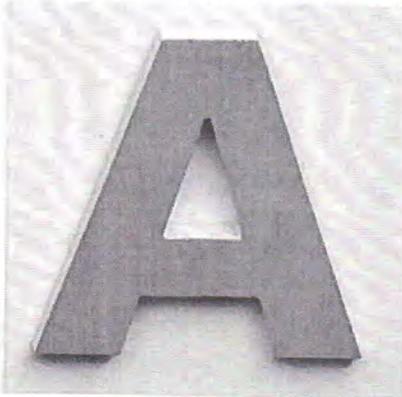
Enter Search Keyword

Letter Boards Sign Letters Marquee Signs Sidewalk Signs Parking Signs Traffic Signs Safety Signs Stencils Sign Frames Printed Signs

Home > Building Sign Letters > Flat Cut Metal > Aluminum >

See also: • Bronze • Brass

Aluminum Sign Letters 12 inch



Free Shipping Coupons

Item: BL31012

Price: \$48.00

Quantity:

buy safe 3-in-1 Guarantee
With any purchase, receive a free guarantee. A free benefit as a thank you for buying from us. Learn more.

Usually ships 6 work days.
Size: 12
Ship Weight: 0.24 pounds

Bill Me Later

Be the first to [Write a Review](#)

5% off

Share This Product For a Free 5% Discount

Crystal Ridge - 12 letters
\$596.00
36 total letters

Options Description Shipping Returns Reviews

Product Options

To order multiple letters or lines of characters, please use the [online sign designer](#).

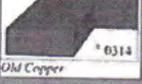
Specify Characters Required:

Please select Type Style:

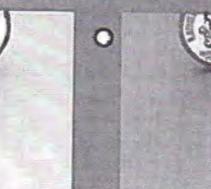
Baked Enamel Colors:

- | | | | | | |
|---|---|---|---|--|--|
| <input type="radio"/> Opaque White 5687 | <input type="radio"/> Dove Grey 4310 | <input type="radio"/> Grey 0209 | <input type="radio"/> Black 2025 | <input type="radio"/> Opaque Ivory 2718 | <input type="radio"/> Desert Sand 4660 |
| <input type="radio"/> Sage Green 8090 | <input type="radio"/> Lemon Yellow 2037 | <input type="radio"/> Yellow 2000 | <input type="radio"/> Citrus Yellow 0217 | <input type="radio"/> Sundance Yellow 0218 | <input type="radio"/> School Bus Yellow 0254 |
| <input type="radio"/> Orange 2119 | <input type="radio"/> Red Orange 2962 | <input type="radio"/> Rampart Orange 0256 | <input type="radio"/> Red 2793 | <input type="radio"/> Mexicali Red 0214 | <input type="radio"/> Black & Cherry 2280 |
| <input type="radio"/> Maroon 2240 | <input type="radio"/> Magenta 2410 | <input type="radio"/> Purple 2287 | <input type="radio"/> Violet Toner 0246 | <input type="radio"/> Midnight Blue 2767 | <input type="radio"/> Dark Blue 2150 |
| <input type="radio"/> Medium Blue 2860 | <input type="radio"/> Blue 3000 | <input type="radio"/> Light Blue 2648 | <input type="radio"/> Marine Reef Blue 5425 | <input type="radio"/> Teal Blue 3210 | <input type="radio"/> Spring Green 3555 |



 Federal Green 0259	 Emerald Green 0222	 Light Green 2108	 Dark Green 2030	 Hunter Green 2163	 Yellow Gold * 6371
 Metallic Gold * 2756	 Active Gold * 0401	 Copper * 0253	 Active Copper * 0402	 Brown 2418	 Medium Bronze * 0312
 Old Copper * 0314	 Dinamoic Bronze * 3130	 Metallic Silver * 8856			

Please select aluminum finish:

FCO Thickness:

<input type="radio"/> 1/4 inch	<input type="radio"/> 3/8 inch	<input type="radio"/> 1/2 inch	<input type="radio"/> 3/4 inch	<input type="radio"/> 1 inch
	Add \$24.00	Add \$36.00	Add \$78.00	Add \$118.00

Customers Who Bought This Item Also Bought



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*Excellent quality just as ordered.
Bobby - Lake Kiowa, Texas*

*Great service!
Juli - Sacramento, CA*

*Quality, Professional Lettering
Janice - Michigan*

*Great service and products
Culgate - Anaheim, CA*

*Awesome customer support and service
Meadowlark - New Mexico*

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USSC
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Sign Council

Alphabet Signs, Inc. 91 Newport Pike, Suite 102, Gap, PA 17527, US Toll Free 800-582-6266
Local 610-979-0174, Fax 610-979-0066, Hours Weekdays 8:30am - 5:30pm EST
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Member
ISA
International
Sign Association

Crystal Ridge

82.66"

WOODLAND
MANUFACTURING

2700 E. Lanark Street Meridian ID 83642

1-800-705-4020

Amanda McNutt

sales@woodlandmanufacturing.com

Customer Information

Customer: Joel Woods
 Job Name: Crystal Ridge
 Contact: Joel Woods
 Phone: 888-224-3784 x 4573
 Email: Joel.Woods@Staples.com
 PO #: N/A

Materials/Description

Material: Aluminum
 Finish: Natural Satin/Brushed
 Font: Per drawing
 Height: Per drawing
 Thickness: 1/4"
 Mounting: Stud, with template

Schedule/Date

Quote # 1091367
 Quote Date: 2/17/2015
 Production Time: 10-15 Business days
 Quote Valid: 30 days
 Shipping Via: FedEx/UPS/USPS

Woods, Joel

From: Mark Evangelous <sales@geminisignletters.com>
Sent: Tuesday, February 17, 2015 10:43 AM
To: Woods, Joel
Subject: RE: SIGNAGE

Sign Quote:

Lifetime guarantee

Letter Type	Cast Metal Letters
Font Style	Helvetica
Material/ Finish	Aluminum-Brushed or any painted color
Upper Case Size	10 in.
Lower Case Size	7 1/2 in.
Mounting Method	Flush <i>perfect for brick</i>
Sign Text	Crystal Ridge Crystal Ridge Crystal Ridge
Sign Cost	
Template Cost	
	\$1,476.00
	\$153.00

Subtotal:	\$1,629.00
Tax: (State: Other)	\$0.00
S&H Charge:	\$125.03
Total:	\$1,754.03

Thank You
Mark Evangelous
Office (508) 485-3343 Fax (508) 485-9972
128 South Bolton Street
Marlborough, Massachusetts 01752
geminisignletters.com
geminisigns.com
zipsignletters.com
metalcastplaques.com
trafficsignsource.com
facebook.com/pages/Gemini-Signs-and-Letters/145067575541318
youtube.com/user/GeminiSignLetters

Quote 1#

McDonald's Brick & Block Masonry LLC

Official Quotation/Bid Response



Date: March 20, 2015

To: Crystal Ridge HOA

C/O: Mike McKeever (HOA Board of Directors)

Prepared by: Trenna McDonald, Administrative Support

Total Quote: \$12,500.00

Project Name: Crystal Ridge Wall Maintenance

Email to: mam@wiginton.net

Service/Product	Details	Price
Brick Wall Maintenance & Repair	Entire Perimeter Wall	\$12,500.00
Detail Work/Adjustments	Itemized Structural Repairs	Included
⇒ Tuck Point Holes (Front/Back)	4 Column Repairs (demo & repair damaged areas)	Included
⇒ Pressure Clean (Entire Front)	40' Wall Demolition and Repair (epoxy steel)	
⇒ Make Structural Repairs-itemized	Demo 9 Courses to Repair Crack-Middle of Wall	
⇒ Remove debris	Replace Missing Rowlocks/Solids-4 Areas	
	Grand Total for Labor	\$12,500.00
	Grand Total for Supplies: Matching Mortar, Bricks, Steel Support and Sand	Included
	Total Amount of Labor and Supplies	\$12,500.00

Terms of Payment: We will request a deposit in the amount of \$2,700; a draw for \$4,200 after pressure cleaning and the remaining balance will become due upon completion. Email, fax or call to accept quote.

Post Office Box 458
Sanford, FL 32772

Telephone: 866-815-3126 Ext. 122
Facsimile: 866-815-3126
www.mcdonaldsbrickandblock.com

QUOTE 2 #



VIKING MASONRY

P.O. BOX 470631
Celebration, FL 34747
Mobile or Text: (407) 383-0540
E-mail: VIKINGbiz@aol.com

PROPOSAL

To: Crystal Ridge HOA
Attention: Michael A. McKeever, HOA BOD President
Email: mam@wiginton.net
Project: Crystal Ridge Community Brick Wall Repairs & Renovations
Location: 202 Ridge Road, Lake Mary, FL 32746

March 29, 2015

MASONRY SCOPE: Exterior ONLY wall sections starting at West Frederick Avenue to wall sections along Ridge Road-

A. Tuck-pointing Repair ONLY

1. Tuck-pointing ALL existing holes in above-noted wall sections
2. Remove any damaged and loose mortar joints
3. Cut out any existing exposed wire, as needed
4. Utilize premium grade grout application color to match existing

B. Ladder, Vertical & Column Cracks, Missing Rowlock and Damaged Brick Repairs and Ladder Crack Prevention

1. Cut out existing damaged brick sections, if required
2. Install new brick to match existing pattern; replace missing rowlock brick
3. Utilize premium grade grout application color to match existing
4. Caulking, control and/or expansion joint materials, if required
5. Tuck-pointing ALL existing holes in above-noted wall sections
6. Replace missing and damaged brick – including rowlock brick with new - toothing to (match) existing pattern
7. Excavate and remove waste to the top of the concrete footer both sides of wall
8. Perform structural inspection, check if tree roots are wedged between brick or footer
9. If cracks, caused by tree roots, sever the roots, remove waste and transport

C. Exterior Wall Sections – Brick Cleaning (7,308 SF)

1. Wash exterior brick areas to remove surface debris
2. Masonry cleaner application to brick surfaces
3. Brush with nylon brush, where required
4. Rinse off treated brick areas

D. Control Joint Repairs (64 areas)

1. Remove and replace damaged joints
2. Remove all damaged and loose mortar joints
3. Cut out existing exposed wire, as needed
4. Utilize premium grade grout application color to match existing
5. Remove and replace damaged brick - toothing (match) existing pattern

6. Repair control joints in 64 areas
7. Mortar application to match new brick installation

***NOTE:** To obtain matching brick to use for replacement of damaged and missing brick on ALL front facing wall sections, we recommend:

***Demolish & Re-Construct Hidden Wall-**

1. Demolishing a wall section hidden along the alley
2. Remove and clean by hand for re-use on front facing wall sections
3. Install any and all existing brick that is complete and intact on front facing wall sections
4. Re-construct wall section utilizing 6" utility brick in matching color
5. Horizontal joint reinforcing as required
6. 1/2" steel threading rods placement in masonry – material by VIKING
7. 1800 PSI cement cell fill
8. Mortar application for brick installation (match existing)

Included in ALL masonry installations-

1. Scaffold, materials and equipment for masonry installations
2. Clean up to designated jobsite area
3. Waste removal and transport

****Tree Root Removal Waiver:** See attached Waiver and Assumption of Risk. An executed copy is required for all tree roots larger than 15" in diameter, prior to performing the ladder crack prevention or removal scope of the project.

EXCLUDED:

1. Any site masonry not included in scope
2. Insulations or flashings
3. Damproofing and/or waterproofing
4. Landscaping, sod or irrigation replacement
5. Brick sealers, stucco and/or paint
6. Electrical, lighting, conduits or connections
7. Signage, sign lettering, if any

GENERAL QUALIFICATION:

- VIKING Masonry, Inc. is not responsible for any work delays due to inclement weather.
- All inspections and permits by others. Permits are excluded.
- Payment: A deposit of 35% of the total price is required at the project start (prior to delivery of materials & equipment) if the total price is over \$2,000.00. Final payment is due promptly at the completion of the masonry scope. Completion of the masonry scope is defined as the scope of work - project completion including any punch list items.
- Due to the accessibility of raw materials and vendor pricing, prices included in this Proposal are valid until May 31, 2015 and any material price increases after said date may be additional.

BASE BID PRICE: Any additional work requested by the Property Manager/Owner after the project start requires a revised written Proposal signed by both parties listing the additional work and approved pricing. The revised Proposal will be deemed a Change Order, terms to comply with the original Proposal.

PRICE – Masonry Scope

A. Tuck-pointing Repair ONLY	\$ 1,617.00
B. Ladder, Vertical & Column Cracks, Missing Rowlock and Damaged Brick Repairs and Ladder Crack Prevention	\$14,570.00
C. Exterior Wall Sections – Brick Cleaning (7,308 SF)	\$ 4,384.80
D. Control Joint Repairs (64 areas)	\$ 4,352.00

***NOTE:** To obtain matching brick to use for replacement of damaged and missing brick on ALL front facing wall sections, we recommend:

***Demolish & Re-Construct Hidden Wall-**

\$3,985.00

Masonry scope pricing includes any applicable sales tax and warranty

Price(s) includes a Preferred HOA Client 10% discount on labor only

Par Westman

Par Westman
VIKING Masonry Inc., President

Micahel A. McKeever
Crystal Ridge, HOA BOD President

*This Proposal is only valid upon execution by the authorized signatures above *

Quote 3#

CONTRACTORS INVOICE

Rock Solid Masonry
116 Laurel Oak Dr
Longwood, FL 32779
(407) 788-4209

WORK PERFORMED AT:

WALL REPAIR
MAM@WIGINTON.NET
(407) 493-5207

TO: CRYSTAL RIDGE
ATTN: MIKE McKEEVER

DATE 3-20-15	YOUR WORK ORDER NO. 17723-1	OUR BID NO. McKERRAZZA	①
-----------------	--------------------------------	---------------------------	---

DESCRIPTION OF WORK PERFORMED

- (- PANELS ARE NUMBERED - SOUTH AND NORTH FROM RIDGE RD -)
- (- PRESSURE WASH ENTIRE BRICK WALL - TOP AND STREET SIDE -)
- (- SOUTH OF RIDGE RD.) -
- PANEL -
- 1 - OK
- 2 - SIGN - POINT UP CORNER OF PANEL @ COLUMN.
- 3 - TAKE DOWN DAMAGED CORNER - RE BUILD
- ↳ TIGHTEN MIDDLE OF WALL (CRACKED) - RE BUILD
- 4 - TAKE OUT 20' OF TWISTED WALL -
- ↳ SAVE ALL EXISTING BRICK TO MATCH WALL (- STAIN ALL NEW -)
- ↳ BUILD WALL TO MATCH EXISTING.
- 5 - TAKE DOWN 40' PANEL - REBUILD -
- ↳ TAKE DOWN (2) 7'x1 1/2'x1 1/2' COLUMNS - REBUILD -
- 6 - FIX TOP RIGHT CORNER
- 7 - TAKE DOWN RIGHT COLUMN
- ↳ BUILD TO MATCH EXISTING.
- 8 - 1 BRICK - TOP LEFT -
- 9 - SIGN ON FEDERICK - POINT UP CORNER @ COLUMN.
- 10 - OK
- (NORTH OF RIDGE RD)
- 1 - POINT UP CORNER @ COLUMN.
- 2 - SIGN - POINT / FILL IN COLUMN TOP
- ↳ POINT UP LEFT CORNER.

(PAGE 1)

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

Rock Solid Masonry
116 Laurel Oak Dr
Longwood, FL 32779
(407) 788-4209

WORK PERFORMED AT:

WALL REPAIR

TO: CRYSTAL RIDGE

DATE 3-20-15 YOUR WORK ORDER NO. 17723-1 OUR BID NO. *JK* (2)

DESCRIPTION OF WORK PERFORMED

- 3. CUT OUT MIDDLE OF PANEL (CRACKED)
 - ↳ LAY BRICK TO MATCH EXISTING.
 - ↳ TAKE OUT CHALK @ COLUMN - FILL WITH CEMENT -
- 4. TAKE DOWN COLUMN @ TREE - 2' x 1 1/2' x 1 1/2'
- ↳ BUILD COLUMN TO MATCH EXISTING.
- 5. REPLACE 2 ROWLOCK (TEPS)
- ↳ RIGHT COLUMN - DAMAGED - TAKE DOWN - REBUILD
- 6. 1 ROWLOCK
- 7. POINT UP JOINT AT COLUMN - TAKE OUT AND REPLACE -
- 8. 1 ROWLOCK
- ↳ TAKE DOWN APPROX 5' OF WALL (TOOTH CUT)
- ↳ BUILD WALL TO MATCH EXISTING.
- 9. POINT HOLES IN PANEL - REPLACE COLUMN JOINT -
- 10. POINT UP HOLES
- ↳ RIGHT COLUMN - TAKE DOWN DAMAGED BRICK.
- ↳ BUILD TO MATCH EXISTING. (2' x 1 1/2' x 1 1/2')
- 11. RIGHT COLUMN - TAKE DOWN DAMAGED BRICK.
- ↳ BUILD COLUMN TO MATCH EXISTING.
- 12. OK

(PAGE 2)

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

Rock Solid Masonry
116 Laurel Oak Dr
Longwood, FL 32779
(407) 788-4209

WORK PERFORMED AT:

WALL REPAIR

TO: CRYSTAL RIDGE

DATE 3-20-15 YOUR WORK ORDER NO. 17723-1 OUR BID NO. 3

DESCRIPTION OF WORK PERFORMED

13 - TAKE OUT JOINT AT COLUMN

- POINT UP WITH TYPE S CEMENT

NOTE - ALL CEMENT WILL BE HAVING COLOR ADDED TO MATCH AGED JOINT.

14 - UGLY - BAD PATCH - ACID WASH CEMENT OFF THE FACE OF BRICK (BEST WE CAN)

15 - TAKE DOWN RIGHT COLUMN - DAMAGED BRICK -

- REBUILD COLUMN TO MATCH EXISTING

- TAKE AWAY ALL DEBRIS.

- WORK WILL BE NEAT AND CLEAN

* I HAVE EXCELLENT REFERENCES FOR LARGE HOAS SUCH AS GEORGETOWNE, SABAL POINT, SABAL PARK AND MANY MANY MORE.

TOTAL - 47,650

PAYMENT SCHEDULE

- 1/2 UPON STARTING WORK

- RSMG [Signature]

3/20/15

- 1/2 UPON COMPLETION

- HOA @

(PAGE 3)

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

Forty Seven Thousand Six Hundred and Fifty Dollars (\$ 47,650 -)

This is a Partial Full invoice due and payable by: (SEE PAYMENT SCHEDULE)

in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year _____

CRYSTAL RIDGE HOMEOWNERS ASSOCIATION

PROJECT BUDGET LINE ITEMS

Awarded Listings for Beautification Project

Entrance signage :

Woodland Manufacturing

\$ 1,520.85

Awarded

Best Design and Cost

Entrance Landscaping :

Quick Care

\$ 6,368.00

Awarded

Best credentials and experience

Award Contracts To: Total	\$ 7,888.85
HOA Sweat Equity Contribution	\$ 934.00
Total Costs of Project	\$ 8,822.85
Grant Funding Requested	\$ 5,000.00
HOA Monetary Contribution	\$ 2,888.85
HOA Investment	\$ 3,822.85

Selected Contractors

11% Sweat Equity Invested

City Beautification

Difference of Project Cost and City Funding
= 43% Sweat and Monetary
Contributions of CRHOA of Project
total costs

CRYSTAL RIDGE HOMEOWNERS ASSOCIATION

Entrance Beautification Project Bidders Listing				
Company	BID Items			Project Totals
		Entrance Beautification	Irrigation	
Quick Care		\$ 6,368.00	\$65 per man hr.	\$ 6,368.00
Sunkissgrass LLC		\$ 4,369.00	\$35 per man hr.	\$ 4,369.00
Creative Lawn Concepts Inc.		\$ 5,750.00	\$35 per man hr.	\$ 5,750.00
Signage				
				3 Signs
Alphabet Signs				\$ 1,728.00
Woodland Manufacturing	Does not included Labor (HOA Project)			\$ 1,520.85
Gemini Sign Letters				\$ 1,754.03
Awarded Cost				\$ 7,888.85

CRYSTAL RIDGE HOMEOWNERS ASSOCIATION

HOA Sweat Equity Contribution

	1	2	3
Projects Performed for Beautification of Entrance	Irrigation	3 Signs	Electrical/ lighting
Parts / Items	\$ 72.00	\$ 20.00	\$ 282.00
Labor (\$35.00) per Man, per Hour	\$ 140.00	\$ 210.00	\$ 210.00
Grand Total	\$ 212.00	\$ 230.00	\$ 492.00
<hr/>			
HOA Sweat Contribution	\$	\$ 934.00	









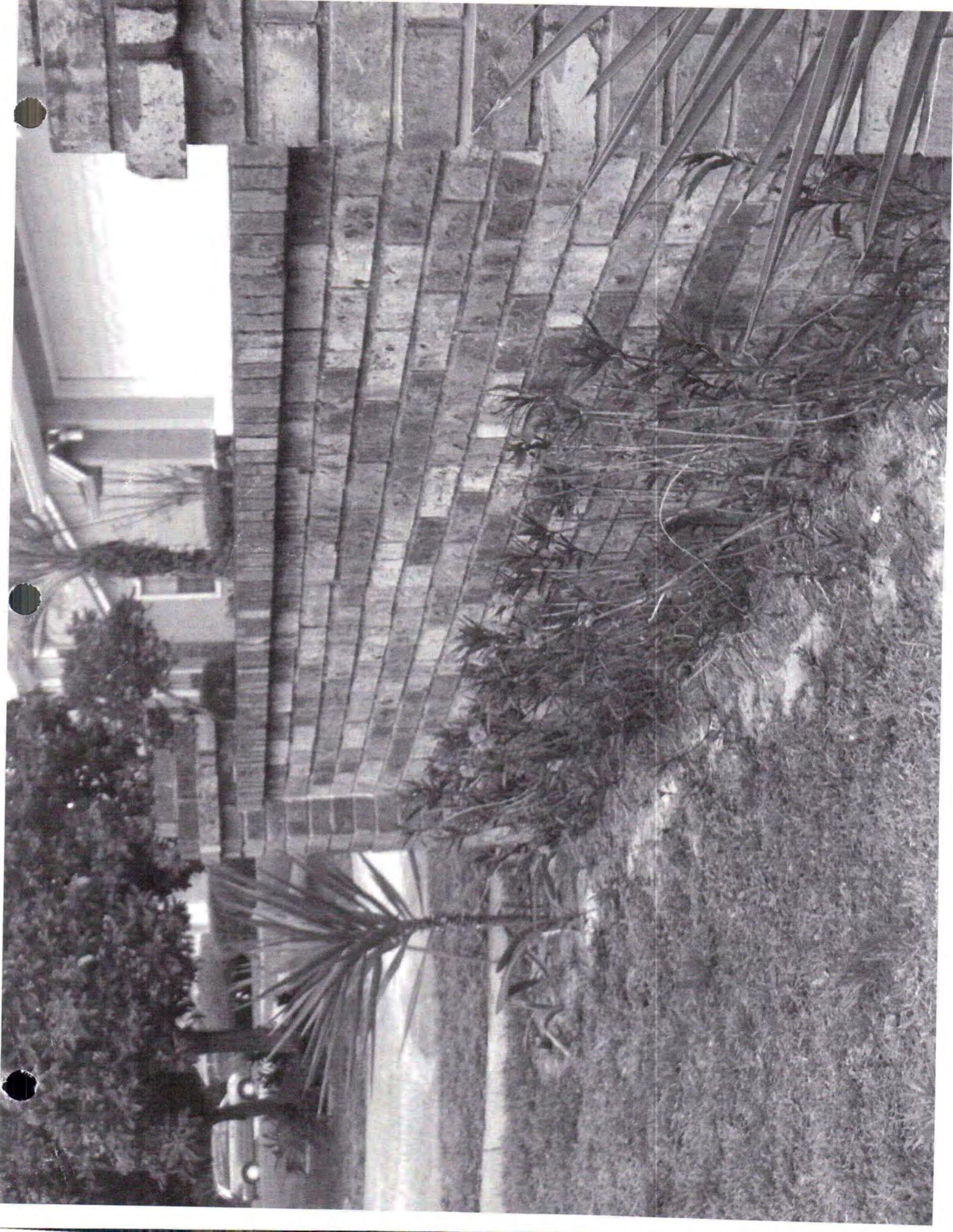


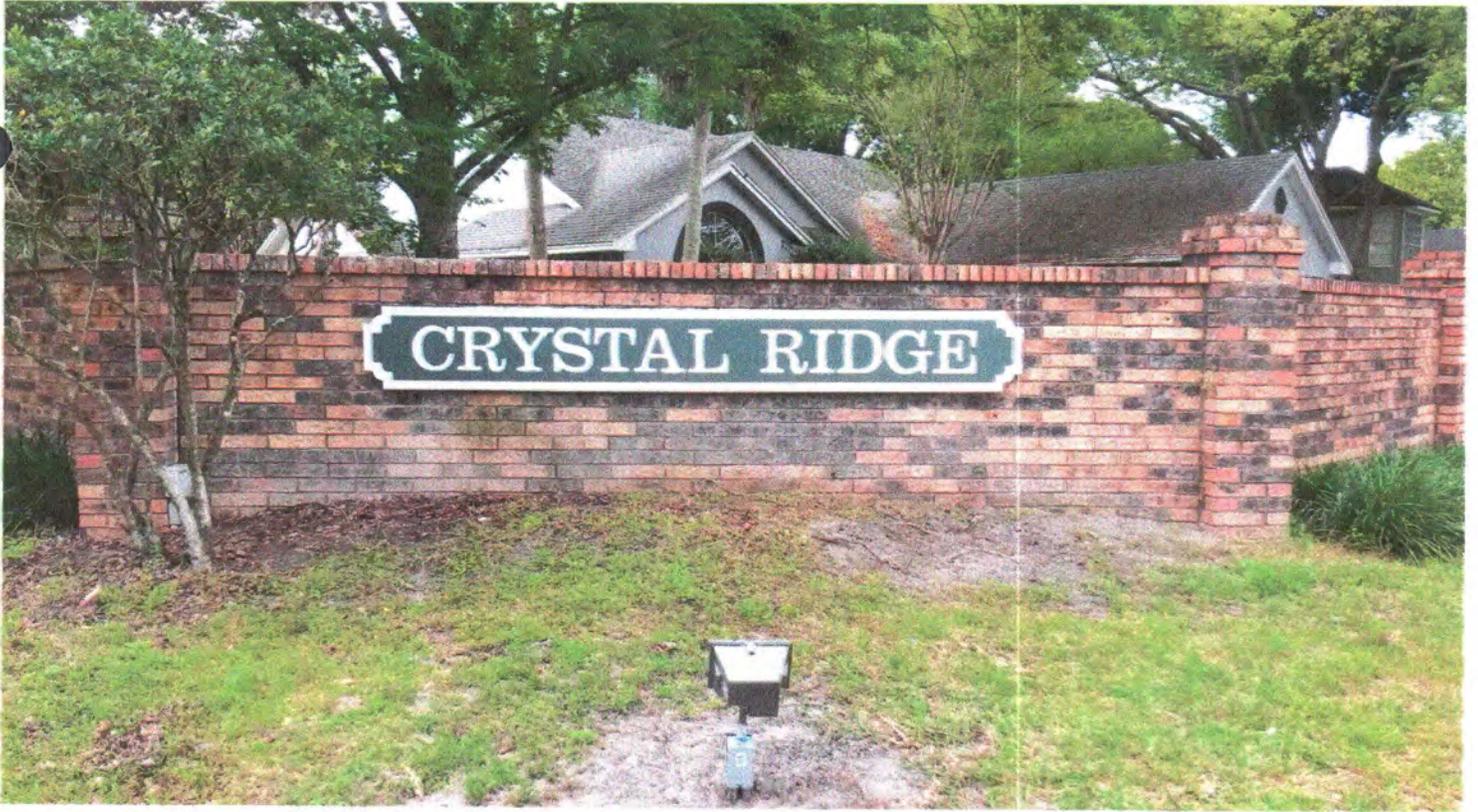


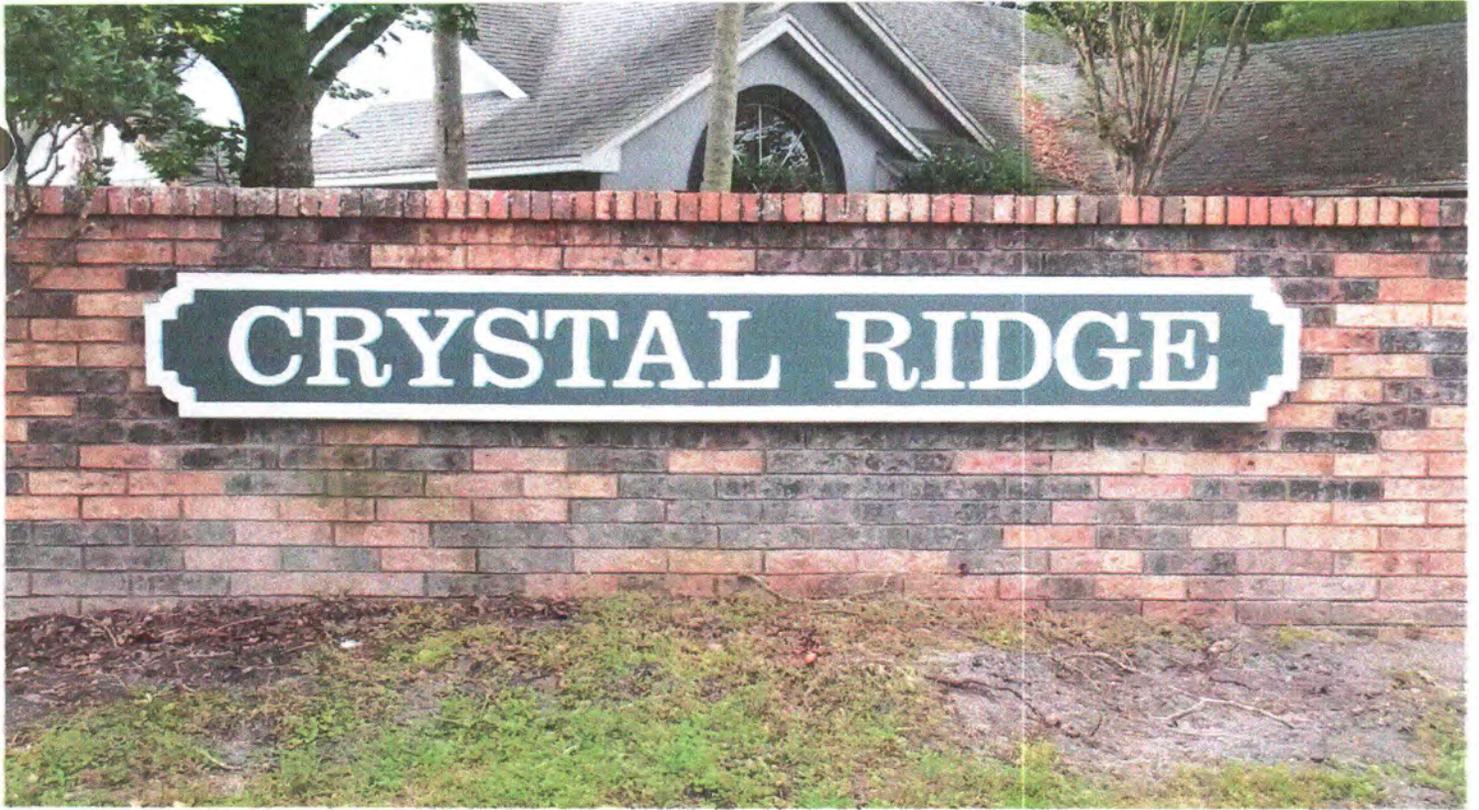










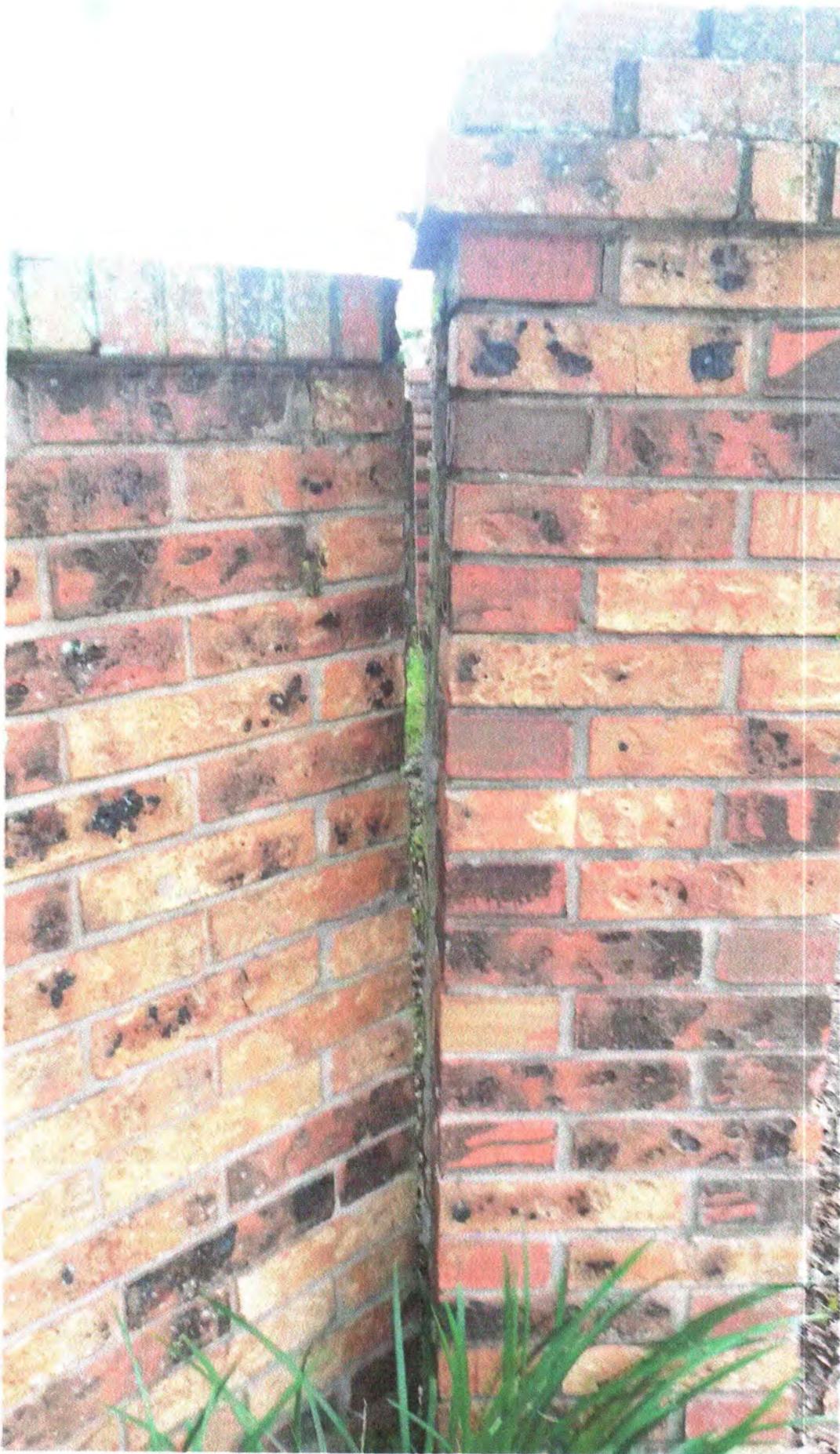




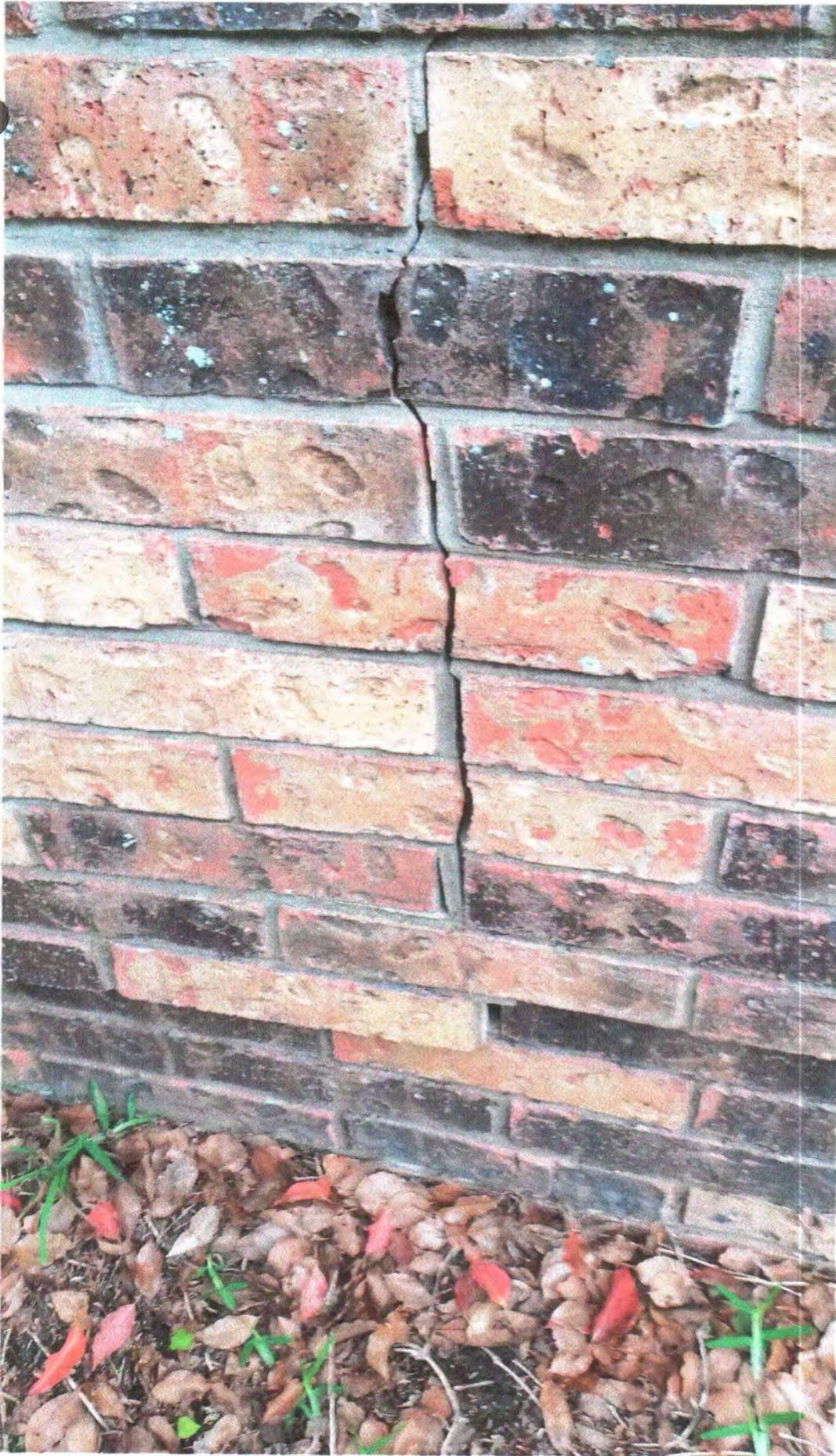














CRYSTAL RIDGE

CITY OF LAKE MARY
SEMINOLE COUNTY, FLORIDA
SECTION 9, TOWNSHIP 20 SOUTH, RANGE 30 EAST

PLAT BOOK 38

PAGE 98

Notice: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

RECEIVED
FEB 17 1988
City of Lake Mary, FL



Curve No.	Radius	Delta	Length	Tangent	Chord
1	474.73	075 03 57	280.58	158.88	288.06
2	424.73	035 03 57	239.58	137.38	246.00
3	150.00	025 08 15	96.89	56.88	99.34
4	151.33	025 08 56	97.98	58.08	100.00
5	151.33	025 08 56	97.98	58.08	100.00
6	449.73	025 03 57	275.28	142.98	271.58
7	185.53	055 03 56	77.68	48.18	78.48
8	58.08	128 52 12	53.38	30.88	44.72
9	58.08	078 08 11	68.28	40.68	63.88
10	58.08	042 03 53	38.78	21.82	39.88
11	58.08	054 56 03	38.78	21.82	39.88
12	58.08	054 56 03	38.78	21.82	39.88
13	58.08	054 56 03	38.78	21.82	39.88
14	58.08	054 56 03	38.78	21.82	39.88
15	58.08	054 56 03	38.78	21.82	39.88
16	58.08	054 56 03	38.78	21.82	39.88
17	58.08	054 56 03	38.78	21.82	39.88
18	58.08	054 56 03	38.78	21.82	39.88
19	58.08	054 56 03	38.78	21.82	39.88
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42	58.08	054 56 03	38.78	21.82	39.88
43	58.08	054 56 03	38.78	21.82	39.88
44	58.08	054 56 03	38.78	21.82	39.88
45	58.08	054 56 03	38.78	21.82	39.88
46	58.08	054 56 03	38.78	21.82	39.88
47	58.08	054 56 03	38.78	21.82	39.88
48	58.08	054 56 03	38.78	21.82	39.88
49	58.08	054 56 03	38.78	21.82	39.88
50	58.08	054 56 03	38.78	21.82	39.88
51	58.08	054 56 03	38.78	21.82	39.88
52	58.08	054 56 03	38.78	21.82	39.88
53	58.08	054 56 03	38.78	21.82	39.88
54	58.08	054 56 03	38.78	21.82	39.88
55	58.08	054 56 03	38.78	21.82	39.88
56	58.08	054 56 03	38.78	21.82	39.88
57	58.08	054 56 03	38.78	21.82	39.88
58	58.08	054 56 03	38.78	21.82	39.88

- LEGEND**
- DENOTES PERMANENT REFERENCE MONUMENT SET # 3517
 - DENOTES PERMANENT REFERENCE MONUMENT RECOVERED L.B. # 220
 - DENOTES PERMANENT REFERENCE MONUMENT RECOVERED NO NUMBER
 - ▲ DENOTES POINT OF INTERSECTION, CHANGE OF DIRECTION ETC.(NO CORNER SET)
 - ◆ DENOTES PERMANENT CONTROL POINT # 3517
 - ⊙ DENOTES CURVE REFERENCE NUMBER (REFER TO CURVE DATA CHART)

- NOTES**
1. EASEMENTS ARE RESERVED AS SET FORTH GRAPHICALLY ON THE FACE OF THIS PLAT
 2. ACCESS RIGHTS FOR LOTS ABUTTING COUNTRY CLUB ROAD ARE DEDICATED TO THE CITY OF LAKE MARY
 3. TRACTS A, B AND C ARE RESERVED AS STORM DETENTION, LANDSCAPE AND UTILITY EASEMENTS.
 4. BEARINGS ARE BASED ON EAST LINE OF LOT 1, CRYSTAL POINT PLAT, PLAT BOOK 7, PAGE 89, AS BEING DEED MONUMENT.

BUILDING SETBACKS
 FRONT YARD = 25 FT.
 SIDE YARD = 30 FT. COMBINED (8 FT. MIN.)
 REAR YARD = 30 FT.

Tinklepaugh
 SURVEYING SERVICES, INC.
 104 E. ROBINSON STREET - ORLANDO, FL 32801
 (305) 422-0957

SHEET 3 OF 3

Crystal Ridge HOA Meeting

February 24, 2015

Chris Van Buskirk called the meeting to order at 7:30 PM

I. New Business ... Review and approve the minutes of the January meeting

The Minutes from the January 27th, 2015 meeting were reviewed and approved. The only change made was Diane Cruciata is a Director and LeeAnn D'Ercole is Secretary.

Motion made by Ed Phoenix
Seconded by John Joyner

II. Review the Budget Worksheet.

A question regarding the D & O insurance was asked and we decided we would review this further and determine if we need to add the D & O to our current policy.

Ed Phoenix had a question on the lawn maintenance cost. The budget reflects the cost quoted by Quik Care lawn maintenance. John Joyner said he would get a comparison quote from Sun Kiss lawn service.

Regarding foreclosures we will provide a list of those for the next meeting.

No lien recovery can be assessed at this time because we didn't have a seated board.

A suggestion was made by Dan Lopez to increase income for the HOA by using transfer fees and a letter of estoppel on future home contracts and sales. A \$200 transfer fee and a \$300 letter of estoppel will be implemented and the budget will be amended by adding these two items.

Motion made by Ed Phoenix
Seconded by Nelson Rodriguez
Unanimous approval

We also discussed the front wall that is in need of repair. It concerns the property at 101 Ridge Rd and this is a foreclosure. Jeff Bowman is working with the bank that owns it as they are now responsible for the repairs that will be made.

We discussed adding to the budget a reserve for future repair and maintenance of the wall.

Chris will digitize the CC & R's and we will distribute these via email. For those residents that we currently don't have email addresses for we can print copies and distribute them.

The bylaws allow for a 5% yearly increase in the HOA fees. We will review this and add it to the 2016 annual meeting.

The bylaws allow for special assessments to be made at regular monthly meetings. So if need be we will go in that direction.

Billing for the HOA fees will be sent out in March and will be done on an annual basis.

We discussed those who have already paid their 2014 fees and having those rolled over to cover 2015.

Nelson Rodriguez asked about who is authorized to sign and cash checks.
They will be co-signed by Chris Van Buskirk (President) and Jeff Bowman (Treasurer)

ANY expenditures will be approved by ALL homeowner's.

III. Application for the Neighborhood Beautification Grant

We discussed briefly the Grant application and asked for volunteers for this project.

Mike McKeever and John Joyner volunteered to be on the Project Action Team (PAT)

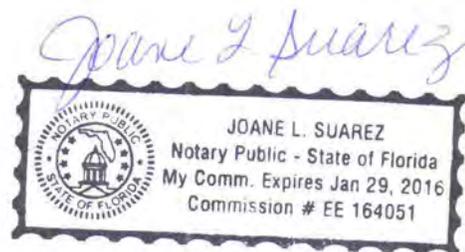
Motion made by Nelson Rodriguez
Seconded by Chris Van Buskirk
Unanimous approval

IV. Committees

Our bylaws require committees for Landscaping and Architecture. We will take care of that matter at the March meeting.

No other business at this time

Motion to adjourn made my Ed Phoenix



Crystal Ridge Subdivision HOA Project Action Team (PAT)

The Project Action Team (PAT) consist of two (2) long time residences of 20 + years in the Crystal Ridge Subdivision.

1) John Joyner
105 Channel Drive
Lake Mary, FL 32746
407-467-2543

2) Michael A. McKeever
202 Ridge Rd
Lake Mary, FL 32746
407-493-5207

CRYSTAL RIDGE HOMEOWNERS ASSOCIATION

Five Year Landscape Expenditure PROJECTION Plan

Year	Cost	Increase Projection	Yrly Increase	Monthly Expenditure
-------------	-------------	----------------------------	----------------------	----------------------------

2015	\$ 8,940.00	0	Current	\$ 745.00
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2016	\$ 9,208.20	3%	\$ 268.20	\$ 767.35
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2017	\$ 9,668.61	5%	\$ 460.41	\$ 805.72
-------------	-------------	----	-----------	-----------

2018	\$ 9,958.67	3%	\$ 290.06	\$ 829.89
-------------	-------------	----	-----------	-----------

2019	\$ 10,456.60	5%	\$ 497.93	\$ 871.38
-------------	--------------	----	-----------	-----------

Requires rebids per year as per maintenance requirements and Outline .

Crystal Ridge Home Owners Association

Landscape Maintenance for Common Areas

Bid Request Outline to include the following:

Area # 1:

Entry areas and Landscape from Fredrick Ave., running north, to Little Crystal Bridge. Front of Common area along wall.

Work area is from edge of pavement along Country Club Road to property line wall.

- A: Mow, Hedge, Edge and blow all areas once per WEEK
- B: Maintain tree limb cutting and hedges. As needed per WEEK. Does not include tree removals.
- C: Test and Repair irrigation system heads per weekly visit. Advise HOA board of any major problems or repairs.
- D: Install mulch for all plant areas once per year.
- E: Fertilize all grass areas with Weed and Feed brand three times per year. January, April, August
- F: Maintain weed control by pulling as needed per visit.
- G: Remove all clippings and debris from work site per visit.

Area # 2:

Common Areas defined as Tracts (A), (B), & (C). (see attached site plats)

NOTE: These areas are retention areas that may at times be partially wet with standing water.

The following is required up to water edge.

- A: Mow, Hedge, Edge and blow all areas once per month
- B: Maintain tree limb cutting and hedges as needed. Does not include tree removals.
- C: Maintain weed control by pulling as needed per visit.
- D: Remove all clippings and debris from work site per visit.

TRACTS



Crystal Ridge Home Owners Association Landscape Care for Common Areas

Bid Request Outline to include the following:

Area # 1:

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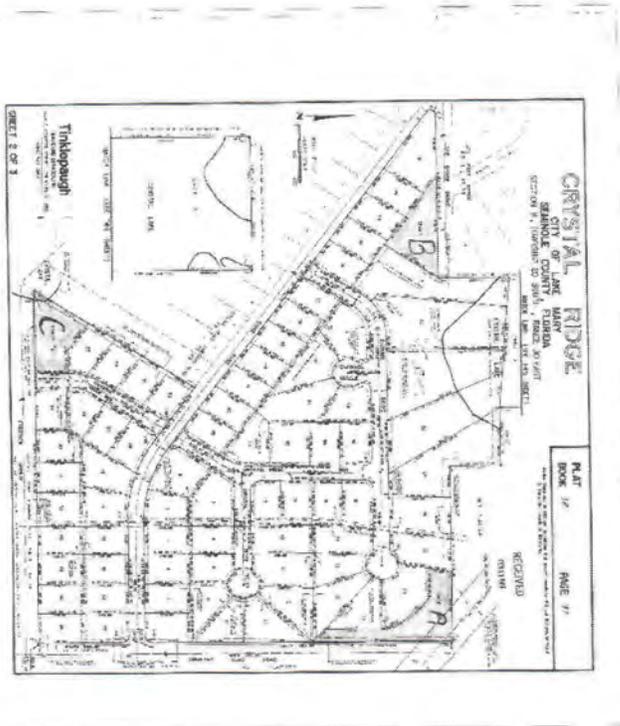
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- D: Remove all clippings and debris from work site per visit.



Quik Care Services, Inc.
247 Park Avenue
Longwood, FL 32750
407-331-QUIK (7845) Phone
407-331-1935 Facsimile

October 30, 2014

Sent via email Joverchuck2@cfl.rr.com

Natalie Brooke
c/o Crystal Ridge HOA
Country Club Road
Lake Mary, FL 32746

Re: Landscape Maintenance for Crystal Ridge HOA, includes the 3 entrance signs, the front brick wall along Country Club and the retention pond on Crystal Ridge

Dear Ms. Brooke:

Enclosed you will find a proposal for the above captioned property. In addition to landscape maintenance, our customers enjoy the benefits of a complete range of services that encompass all facets of the landscape industry.

- Grounds Maintenance
- Landscape Design and Installation
- Landscape Renovation
- Irrigation install and repair
- Tree trimming and removal

We are a family owned and operated company and feel our success is attributable to our attitude in treating each and every client exactly the way we would like to be treated ourselves. This insures long lasting relationships and high client retention.

If you have any questions please give me a call.

Sincerely,

Wayne C. Small Sr.

FREQUENCY OF SERVICE:

- Ground maintenance crew will report to jobsite 42 weeks per year. Mowing, Edging, weed eating and blowing off debris will be done on a weekly basis during the growing seasons of April through October (4-5 times per month depending on your service day) and on a bi-weekly basis during November through March.
- Weeding of all landscaped beds, hedges, driveway/sidewalk joints, and all drainage structures shall be done as often as necessary to maintain a weed-free environment. If in the opinion of the Contractor, it would be safe and effective to utilize E.P.A. approved chemicals or herbicides for such weed control, the Contractor may apply such chemicals at his sole risk and discretion.
- Pruning and trimming of all hedges, plant beds, and other landscape material shall be done as often as necessary to maintain a clean and finished appearance. At no time shall any new growth be allowed to exceed six (6) inches in length. All shrubs and other landscape material shall be trimmed and maintained at all times at a distance of not less than six (6) inches from any wall surface. Landscape material located near sidewalks shall be trimmed in order to allow ease of access on and through such areas.
- All trash or other such debris shall be removed prior to the mowing of any turf areas.
- Mulch installation will be performed 1 time per year between the months of November through March. Cost of mulch to be billed separately.
- Contractor shall apply appropriate chemicals, fertilizers, fungicides, and insecticides in accordance with Schedule A of this Contract, **includes only the 3 entrance signs new plants and sod. Chemicals are a required as part of this contract.**

EXTRA WORK:

Work performed under this category will be done on a time and material basis and is not included in the contract maintenance price. Estimates for proposed work will be submitted to proper authorizing party for approval before any additional or extra work is started. Examples of items available but not covered by this contract are:

- Repairs to the irrigation system caused by conditions under which maintenance contractor is not directly responsible. Examples include: normal wear and tear of the system, vandalism, accidental breakage by others, theft, underground pipe leaks or acts of God.
- New plantings, hand watering and other special services.
- Tree removals, shrub and tree trimming.
- Renovation of existing plant material such as cutting back in order to reduce overall size or to allow the plants to produce new growth.
- Removal of plant material that has died due to winter freezes, floods, drought, windstorm, disease, fire or acts of God.
- Major clean up due to storms, hurricanes, tornadoes or other acts of God.

Natalie Brooke
October 30, 2014
Page Three

The owner shall supervise and direct the work of his employees to the best of his ability and be solely responsible for all techniques, sequences, procedures, coordination of services, and actions by his employees. The owner is responsible for any damages caused by Quik Care and said damages will be repaired in a timely manner.

The annual price for this contract is \$5,580.00, payable in equal monthly installments of \$465.00. Each monthly billing will be submitted by the first day of the servicing month for which service was provided and be due by the 25th of that month. This price includes everything listed above except for the "Extra Work" Category.

The intent of this contract is to bill for charges for the materials, equipment, and labor necessary for the performance of these specifications for the entire year, on an equal billing system of 12 monthly payments. A monthly charge is not necessarily relative to actual expenses incurred during that month. The nature of the billing structure requires a minimum of a 30-day written notice of cancellation, sent via certified mail by either party. Should this contract be cancelled for any reason, the balance of the pro-rated charges for materials and services already performed, will become due and payable.

This contract shall commence on December 1, 2014 and end on November 30, 2016 and will automatically renew for additional one-year terms unless cancelled in writing by either party. Any necessary increase will be submitted in writing 30 days in advance of the end of the contract date.

Quik Care Services, Inc. will carry complete and adequate workman's compensation, liability and property damage coverage. Quik Care has supplied client with a certificate of insurance for such coverage and valid copy of Occupational License prior to the commencement date.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

ACCEPTED AND AGREED:
CONTRACTOR

ACCEPTED AND AGREED:
ASSOCIATION

Printed Name

Printed Name

Signature

Signature

Date

Date

Schedule A

Winter application: This treatment will include a blanket slow release granular high analysis formulation (24-5-11, 20-0-20, 20-2-10) fertilization and a pre & post emergent weed control application.

Early spring application: This treatment will include a blanket liquid fertilization, a blanket pre & post emergent weed control application, and surface feeding insect control as needed.

Spring application: This treatment will include a blanket slow release granular high analysis formulation (24-5-11, 20-0-20, or 20-2-10) fertilization with weed & surface feeding insect control as needed.

Early summer application: This treatment will include a blanket liquid fertilization and a blanket surface feeding insect control application.

Summer application: This treatment will include a blanket slow release granular high analysis formulation (24-5-11, 20-0-20, or 20-2-10) fertilization with surface feeding insect control as needed.

Fall application: This treatment will include a blanket slow release granular high analysis formulation (24-5-11, 20-0-20, or 20-2-10) fertilization and a pre & post emergent weed control application.

Shrub Care Includes: the service will include complete fertilization which will vary by plant material, shrub damaging insect control, and shrub damaging fungus control as needed year round. Our shrub care program is limited to woody ornamental shrubs and small trees up to 15 feet. Annual plantings are not included in the shrub program.

** Weed control can only be performed in turf areas when the daily temperatures are below 85 degrees. Also, the control of sub surface feeding insects, crabgrass, or sedge grass can not be guaranteed. We can work with you to control these problems as they arise through optional applications if desired **



MEMORANDUM

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Tom Tomerlin, Economic Development Manager

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 971 - Qualified Target Industry (QTI) for Jeunesse, LLC, and Approval of Expenditures as Required Local Financial Support for this State Administered Incentive (Tom Tomerlin, Economic Development Manager)

BACKGROUND:

The State of Florida administers the Qualified Target Industry (QTI) Tax Refund incentive for companies that create high wage jobs in targeted high value-added industries. Qualified companies who create jobs in Florida receive tax refunds depending on the number of new jobs created, salary level, and certain other criteria. The local community where the company locates typically contributes 20 percent of the total tax refund. In cases where a project locates into a City, the County and City have traditionally split the 20 percent local financial support required by the program.

DESCRIPTION OF THE PROJECT:

Jeunesse, LLC, currently maintains a facility in the City of Altamonte Springs, Florida. The company has 34 facilities worldwide and is looking to centralize its management with a corporate headquarter facility located in the City of Lake Mary. The company, or its affiliate, will purchase the office building located at 701 International Parkway. This building is approximately 136,000 square feet, and the company plans to make significant interior improvements to this property. The company is a multi-level marketing company that sells skin care and health products. This Lake Mary building will house the company's global headquarters and create jobs associated with the administration and operation of the overall company.

Jeunesse, LLC currently retains 130 employees in the State of Florida. This incentive is geared toward only new job creation within the State. The company plans to hire an additional 150 employees that will be housed in the Lake Mary headquarter building. Jeunesse, LLC plans to create these 150 new jobs over the next three years, at an average annual wage that is greater than the Seminole County average. This tax refund incentive is intended to have Jeunesse, LLC expand to the greatest extent possible within the City of Lake Mary, Florida.

This QTI is attached to 150 new jobs being created within the City. The project will result in the purchase and remodeling of 136,000 square feet with a total capital investment of approximately \$27.1 million, including the purchase of the building.

Funding Explanation

Jeunesse, LLC is eligible for a \$5,000 tax refund per net new full-time job, as follows:

- \$3,000 per new job (Section 288.106(3)(b)1., Florida Statutes); plus
- An additional \$2,000 per job based on the business being in a high-impact sector (Section 288.106(3)(b)4.a, Florida Statutes).

The QTI program requires Local Financial Support (LFS) in an amount equal to 20% of the annual tax refund, or \$1,000 per new full time job. The total tax refund available to Jeunesse, LLC is equal to \$750,000 (150 jobs x \$5,000/job). The State of Florida typically carries 80% of the incentive. The Local Financial Support for these 150 new full-time jobs is \$150,000 (150 jobs x \$1,000/job). The Mayor and City Commission are being asked to authorize a 50% local match of \$75,000 (or \$500/job) for this QTI incentive.

Seminole County will consider participation in this incentive as part of its review process. The County is anticipated to be an equal funding partner for an additional \$75,000. Together, the County and City's local match of \$150,000 will make up a full 20% Local Financial Support necessary under the program. In order for Jeunesse, LLC to be approved as a qualified applicant for the QTI program, the Mayor and City Commission must adopt a Resolution recommending the company for the program, and affirming a commitment to fund the required Local Financial Support. The payout schedule for the City's LFS will be distributed across a six year period in accordance with a payout schedule to be approved by the State of Florida.

DISCUSSION:

This project is the result of several months of business retention and attraction efforts. This project received a letter of acknowledgement from Altamonte Springs recognizing the need to keep Jeunesse, LLC in the greater community. The company currently employs workers at their Altamonte Springs facility, and will create an additional 150 new jobs at their Lake Mary facility. The company currently has roughly 540,000 distributors that sell their product line. However, this incentive is for corporate headquarter jobs that will be centrally housed at 701 International Parkway. Although this incentive is geared toward an additional 150 new hires, this QTI helps make a statement regarding the importance of retaining and growing an existing employer within the County.

The amount of time it will take the City to recover its contribution to the award, in the form of increased property tax revenue, is approximately 1 year. This timeframe includes the purchase of the building. Excluding the value of the building, the project is expected to make approximately \$7.1 million in capital investment, and the return timeframe associated with just that capital expenditure would be approximately 3 years.

While these numbers present a perspective on fiscal impacts, the project will result in a much larger economic impact within the community in the form of multiplier effects. For example, indirect and induced impacts will occur as the company buys inputs from local companies and hired workers spend their wages in the community.

RECOMMENDATION:

Request Commission approve and execute the attached resolution recommending Jeunesse, LLC, for the Qualified Target Industry incentive and approve the expenditure of \$75,000 as Local Financial Support toward the incentive, an amount representing 10% of the total tax refund.

ATTACHMENTS:

- Jeunesse, LLC QTI Resolution

RESOLUTION NO. 971

REGARDING THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; RECOMMENDING JEUNESSE, LLC, BE APPROVED AS A QUALIFIED TARGET INDUSTRY (QTI) BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT TO THE QTI AWARD AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the business under consideration is Jeunesse, LLC; and

WHEREAS, Jeunesse, LLC, is currently located in the City Altamonte Springs, Florida, and intends to relocate its corporate headquarters and expand within the City of Lake Mary, Florida; and

WHEREAS, Jeunesse, LLC, will invest up to \$27,150,000 in the City of Lake Mary including the purchase of real property, tangible personal property, and improvements to real property; and

WHEREAS, Jeunesse, LLC, will create a minimum of one hundred and fifty (150) new, high-level jobs over a three (3) year period beginning in 2015, with an annual average wage equal to at least 115% of the average annual wage of \$40,763 for Seminole County according to the State of Florida Incentive Average Wage Requirements effective January 1, 2015; and

WHEREAS, Enterprise Florida, Inc. has determined that Jeunesse, LLC, qualifies as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes and is eligible to apply for the Qualified Target Industry Tax Refund; and

WHEREAS, the City of Lake Mary has committed to provide up to \$75,000 (or \$500/job), which represents a ten percent (10%) match of the QTI total award of \$750,000 (or \$5,000/job) for 150 new jobs paid out according to an approved annual

payout schedule spanning at least six years which provides Jeunesse, LLC, with important financial support pursuant to Section 288.106, Florida Statutes; and

WHEREAS, Seminole County will consider providing an additional \$75,000 which is a ten percent (10%) match of the QTI per job award, and together with the City of Lake Mary meeting a QTI local financial participation amount of 20%, and providing Jeunesse, LLC, with important financial support pursuant to Section 288.106, Florida Statutes; and

WHEREAS, the grant of local participation is derivative of and dependent upon the monitoring and administration of the QTI program by the State of Florida.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Lake Mary, Florida, as follows:

1. The City of Lake Mary recommends Jeunesse, LLC, be approved as a QTI Business pursuant to Section 288.106, Florida Statutes;

2. The cash commitment of local financial support for the Qualified Target Industry Tax Refund Program exists from the City of Lake Mary for Jeunesse, LLC, totaling an amount not to exceed SEVENTY FIVE THOUSAND (\$75,000); with an equivalent level of local financial support anticipated from Seminole County; that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by Section 288.106, Florida Statutes.

3. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 20th day of August 2015.

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



MEMORANDUM

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Deb Barr, Senior Programs Manager

THRU: Bryan Nipe, Parks & Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1527 - Reduce the Elder Affairs Commission from 9 Members to 7 Members - First Reading (Public Hearing) (Bryan Nipe, Parks & Recreation Director)

The Elder Affairs Commission currently has seats for nine members, four of whom must be sixty years of age or older and three who may reside in unincorporated Lake Mary. For at least the past three years, they have not been able to fill all of its vacancies. For this reason, meetings have been cancelled due to lack of a quorum due to absences. Currently, there are four vacancies.

RECOMMENDATION:

Staff recommends that the Mayor and City Commission adopt Ordinance No. 1527 reducing the Elder Affairs Commission to seven members, at least three of whom are sixty years of age or older.

ORDINANCE NO. 1527

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING SECTION 30.91 OF THE CODE OF ORDINANCES; REDUCING THE NUMBER OF MEMBERS ON THE ELDER AFFAIRS COMMISSION; REDUCING THE NUMBER OF MEMBERS REQUIRED TO BE OVER SIXTY YEARS OF AGE; REDUCING THE NUMBER OF MEMBERS REQUIRED FOR A QUORUM; PROVIDING FOR CODIFICATION, PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Elder Affairs Commission desires to reduce the number of members on its board and reduce the number of members required to be over sixty years of age; and

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

Section 1. Section 30.91 of the Code of Ordinances is amended as follows:

§ 30.91 MEMBERSHIP.

The Elder Affairs Commission will consist of ~~nine~~ seven citizens of the city, at least ~~four~~ three of whom are sixty years of age or older. Up to three of the ~~nine~~ seven citizens may reside within unincorporated areas of Lake Mary. All appointments shall be made for a term of three years, and any member may be reappointed from term to term upon approval of the City Commission.

- (A) The Chairman and Vice Chairman of the Elder Affairs Commission shall be elected by the members of the committee.
- (B) The members of the Elder Affairs Commission shall receive no compensation.

§ 30.92 MEETINGS.

The Elder Affairs Commission shall hold regular meetings as shall be necessary. The presence of ~~five~~ four or more members shall constitute a quorum of the Elder Affairs Commission.

REMAINDER REMAINS THE SAME

Section 2. The Code of Ordinances of the City of Lake Mary, Florida, be and the same is hereby amended in accordance with the terms, provisions and conditions of this

ordinance. Further, that the sections of this ordinance may be renumbered or relettered to accomplish said amendment. "Ordinance" may be changed to "Section", "Article", or other appropriate word.

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

Section 4. Severability. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 5. This Ordinance shall be effective immediately upon passage and adoption.

Passed and adopted this ____ day of _____, 2015.

FIRST READING: _____

SECOND READING: _____

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CITY ATTORNEY, CATHERINE D. REISCHMANN



CITY MANAGER'S REPORT

DATE: August 20, 2015
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Elder Affairs Commission 2016 Shred-A-Thon event location.
2. Authorize City Manager to enter into contracts with Consulting Engineers.

ITEMS FOR COMMISSION INFORMATION:

1. Monthly department reports.



CITY MANAGER'S REPORT

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Deb Barr, Senior Programs Manager

THRU: Bryan Nipe, Director of Parks and Recreation

VIA: Jackie Sova, City Manager

SUBJECT: Elder Affairs Commission 2016 Shred-A-Thon event location

Due to the previous Shred-A-Thon location being unavailable for 2016, the Elder Affairs Commission is relocating the 2016 event from 660 Century Point to the Siemens Parking lot at 400 Rinehart Road. Every year the event continues to be successful and grows in the number of vehicles served and donations received. This location will continue to allow us to serve over 900 vehicles with less congestion, filling 5 Shred-It trucks with over twenty one tons of shredded paper and destroying hard drives. The 2015 Shred-a-Thon brought in total donations of \$9,917.

Staff has negotiated a lease agreement for the use of the parking lot facility located at 400 Rinehart Road. The landlord (Rinehart Development and Investment Group, Inc.) has agreed to allow the City to use the parking lot facility for eight (8) hours to conduct the event, free of charge for the 10th Annual Shred-A-Thon scheduled for Saturday, January 30, 2016.

Recommendation:

Request Commission authorize City Manager to execute the attached lease agreement for use of the parking lot facility at 400 Rinehart Road for the 2016 Shred-A-thon event.

Attachment

1. Parking Area Lease Agreement between Rinehart Development and Investment Group, Inc. (Landlord) and the City of Lake Mary (Tenant).

PARKING AREA LEASE

THIS PARKING LEASE (this "Lease") is dated _____, 2015, and is between Rinehart Development and Investment Group LLC, a Florida corporation ("Landlord"), 1265 Upsala Road, Unit 1157, Sanford, FL 32771, and City of Lake Mary, ("Tenant"), P.O. Box 958445, Lake Mary, FL 32795-8445.

RECITALS

Tenant has agreed to lease from Landlord and Landlord has agreed to lease to Tenant an approximately 6.3 acre parking area that is depicted on Exhibit "A".

AGREEMENT

In consideration of the mutual covenants contained in this Lease, Landlord and Tenant agree as follows:

1. The Property. This Lease applies to the real property depicted as the hatched area on Exhibit "A" (the "Property").
2. The Park. The Park means all lands, buildings, improvements and public rights of way located within the boundaries of 400 Rinehart Road, Lake Mary, FL 32746.
3. Term. This Lease is for a term of 8 hours commencing at 7:30 a.m. on January 30, 2016 (the "Commencement Date") and expiring at 3:30 p.m. on January 30, 2016 (the "Termination Date"), subject to Landlord's right to terminate this Lease upon 90 day notice.
4. Rent. None.
5. Rent Adjustment. None.
6. Use of Property. The Property shall be used by Tenant solely for the shredding of paper with related temporary parking and staging of motor vehicles, trailers and related activities and for no other purpose whatsoever. The Tenant shall not rinse or clean automobiles and motor vehicles on the Property. Tenant shall not service, repair, maintain any motor vehicles or other equipment on the Property including but not limited to changing oil and repairing trailers. Fonon Corporation and Quality Manufacturing Services shall be able to pass through the leased area for access to their parking.
7. Condition of the Property. Tenant acknowledges that it has inspected the Property, that it accepts the Property in its present "as is" condition, and that it has not relied upon any representation made to it by Landlord or any person, firm, or corporation representing or purporting to represent Landlord. Tenant shall not make any alterations or changes to the Property and shall maintain the Property in as good condition as exists at the commencement of this Lease without charge or expense to the Landlord. If the Landlord reasonably determines that the Property is not being maintained by Tenant as required by this Lease, Landlord may make any necessary repairs after ten days notice to Tenant and Tenant shall reimburse Landlord for all costs incurred upon demand and Landlord may terminate the Lease. Landlord may enter the Property for the purpose of viewing and inspecting the same at any time.
8. Termination, Surrender of Property. Upon the expiration or termination of this Lease, Tenant shall peaceably and quietly surrender the Property to Landlord in the same condition as exists at the commencement of this Lease.
9. Liability of Landlord. All property of Tenant and all property placed upon the Property or brought into the Park by Tenant or by other persons who act under or with the consent of the Tenant, including but not limited to automobiles, trailers, and motor vehicles, are the sole responsibility of Tenant and Tenant assumes all risk of loss, damage or injury to or caused by the same. Landlord shall not be liable to Tenant or to any other person, firm or organization for any injury, damage or

loss to property or to person on the Property or in the Park unless such injury, damage or loss shall arise from the sole, active negligence of Landlord. To the extent allowed by law, and up to the amounts set forth in Fla. Stat. 768.28, Tenant shall and does hereby hold Landlord harmless from all such liability, loss, charge, or expense, including reasonable attorney fees and costs of defense, sustained by any person or property on the Property or in the Park by reason of Tenant's activities on or with respect to the Property or in the Park except injury, damage or loss arising from the sole, active gross negligence or willful misconduct of Landlord. This in no way waives Tenant's rights to claim sovereign immunity.

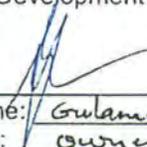
10. Security and Lighting. Tenant shall provide all security and lighting required by Tenant's use of or activities on the property or in the Park. Landlord is not obliged to and will not provide any security or lighting.
11. Rules and Regulations. Tenant shall comply with all rules and regulations applicable to the Park and all covenants and restrictions pertaining to the Property. Without limitation, Tenant shall cause its officers, employees, contractors, and guests to park only on the Property and in areas specified for that purpose, shall remove all trash and debris from the Property so that the same is clean at all times, and shall require that its officers, employees, contractors, and guests operate motor vehicles in a safe and cautious manner while within the Park. Tenant shall not suffer or permit any of its officers, employees, contractors, agents or invitees to park or to leave vehicles, trailers, containers or any other objects in public rights of way or on property within the Park other than the Property.
12. Utilities and Services. In the event Tenant uses or Landlord provides electricity, water, sewage or any other services or amenities for the use of Tenant, Tenant shall pay all charges or fees accrued by reason of such use directly to the person, firm or corporation providing the same or shall reimburse Landlord the reasonable cost or expense of providing such utilities and services to or for Tenant's use upon demand. This provision shall not be construed to require that Landlord provide or that Tenant use any utilities or services at or in connection with the Property.
13. Insurance. Tenant shall provide comprehensive general liability insurance for its activities on the Property, and with limits of liability reasonably satisfactory to Landlord. Minimum limits of liability are \$2,000,000 for bodily injury and \$1,000,000 for property damage arising from any single occurrence. Tenant shall pay any sums which are not payable under such policy because of deductible or co-insurance provisions of insurance policies. Tenant shall furnish Landlord copies of all policies of insurance providing such coverage or Evidence of Insurance as required by this paragraph.
14. Hazardous Materials. Tenant shall not use, bring, discharge, or place any hazardous or dangerous materials upon, in, from, about or in the vicinity of the Property or the Park; cause or permit any hazardous or dangerous materials to be used, brought, discharged, or placed upon, in, from, about or in the vicinity of the Property; or cause or permit any hazardous or dangerous materials to exist on or discharge from such other property owned or used by Tenant if such existence on or discharge from such other property owned or used by Tenant would result in any lien or charge upon the Property without the written consent of Landlord (which consent may be arbitrarily and unreasonably denied). The term "hazardous or dangerous materials" shall include, but not be limited to all materials so designated by the government of the United States, the State of Florida, any county or municipality or other governmental agency or regulatory board having jurisdiction thereof. Tenant shall give immediate notice to Landlord if any hazardous or dangerous materials shall be found upon, in, or about the Property and shall proceed to remove or cause the same to be removed in accordance with law and without cost or expense to Landlord unless (i) the same were present upon the Property on the Commencement Date, (ii) the same result from subsurface migration of the same from a location not within the Property and not within other property of Tenant, or (iii) Landlord placed the same upon the Property by its own willful act after the Commencement Date. Tenant shall defend, hold and keep Landlord harmless from and shall indemnify Landlord for all loss, cost, and expense, including attorney's fees, costs and expenses at trial, on appeal and in bankruptcy, arising by reason of any hazardous or dangerous materials being used, brought, discharged, placed or found upon, in, from, or about the Property and pay any claim against Landlord or the Property arising by reason thereof, unless (i) that the same were present upon the Property on the Commencement Date, (ii) the same result from subsurface migration of the same from a location not within the Property and not within other

property of Tenant, or (iii) Landlord placed the same upon the Property by its own willful act after the Commencement Date. Tenant may bring petroleum fuels and oils on the Property as long as the same are within motor vehicle engines and tanks constructed for the purpose of containing the same and provided that Tenant shall immediately cause any spill or escape of the same to be removed from the Property as required by law.

15. Notices. Any notice required or permitted to be given by any party to this Lease shall be given in writing and delivered to the party to be notified at the address first set forth in this Lease. Such notices shall be personally delivered or forwarded by First Class United States Mail and shall be effective when received. If delivery of a notice is refused or a notice cannot be delivered at the address specified above or at such other address as may be designated by notice given in compliance with this paragraph, that notice shall be effective on the date of first attempted delivery.
16. Attorney Fees. If either Landlord or Tenant is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of the other, then the party by reason of whose act or omission the other is joined shall hold the other harmless from all liabilities by reason thereof, including reasonable attorney's fees and all court costs incurred by such party in such litigation. In case either party to this Lease brings an action against the other to enforce any of the terms of this Lease or in the event the Landlord commences a summary proceeding for the forfeiture of this Lease and possession of the Property, or either of them, the party prevailing in such action or dispute shall recover from the other the reasonable attorney's fees, expenses and court costs incurred therein by the prevailing party. The right to recovery of such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to final judgment, and such fees and costs shall be included in any judgment rendered. The right to recover attorney's fees, costs, and expenses shall include such fees, costs, and expenses of attorneys and legal assistants at trial, on appeal, or in bankruptcy, whether or not suit or claim be brought.
17. Subleases, Assignments, Miscellaneous rights. Tenant may not sublet any part of the Property or assign this Lease in whole or in part. Tenant shall not erect any signs on the Property without the approval of the Landlord.
18. Other matters. This Lease and its exhibits constitute the entire agreement of the parties with respect to its subject-matter. All prior agreements of whatever nature are merged into this agreement or are superseded by it. This Lease may not be amended except by written document signed by the party against whom the same is offered. The titles and captions of this Lease are inserted for purposes of convenient reference and are not part of this Lease for any purpose and shall not effect its interpretation. This is a Lease of real property lying within the State of Florida and its interpretation and enforcement shall be governed by the laws of the State of Florida without regard to conflict of laws. Any action to enforce this Lease shall be brought in a court sitting in Seminole County, Florida.

IN WITNESS WHEREOF this Lease is executed as of the day and year first recited above.

Rinehart Development and Investment Group, LLC

By: 
Print Name: Gulamabos Abdullhusein
Print Title: Owner
As "Landlord"

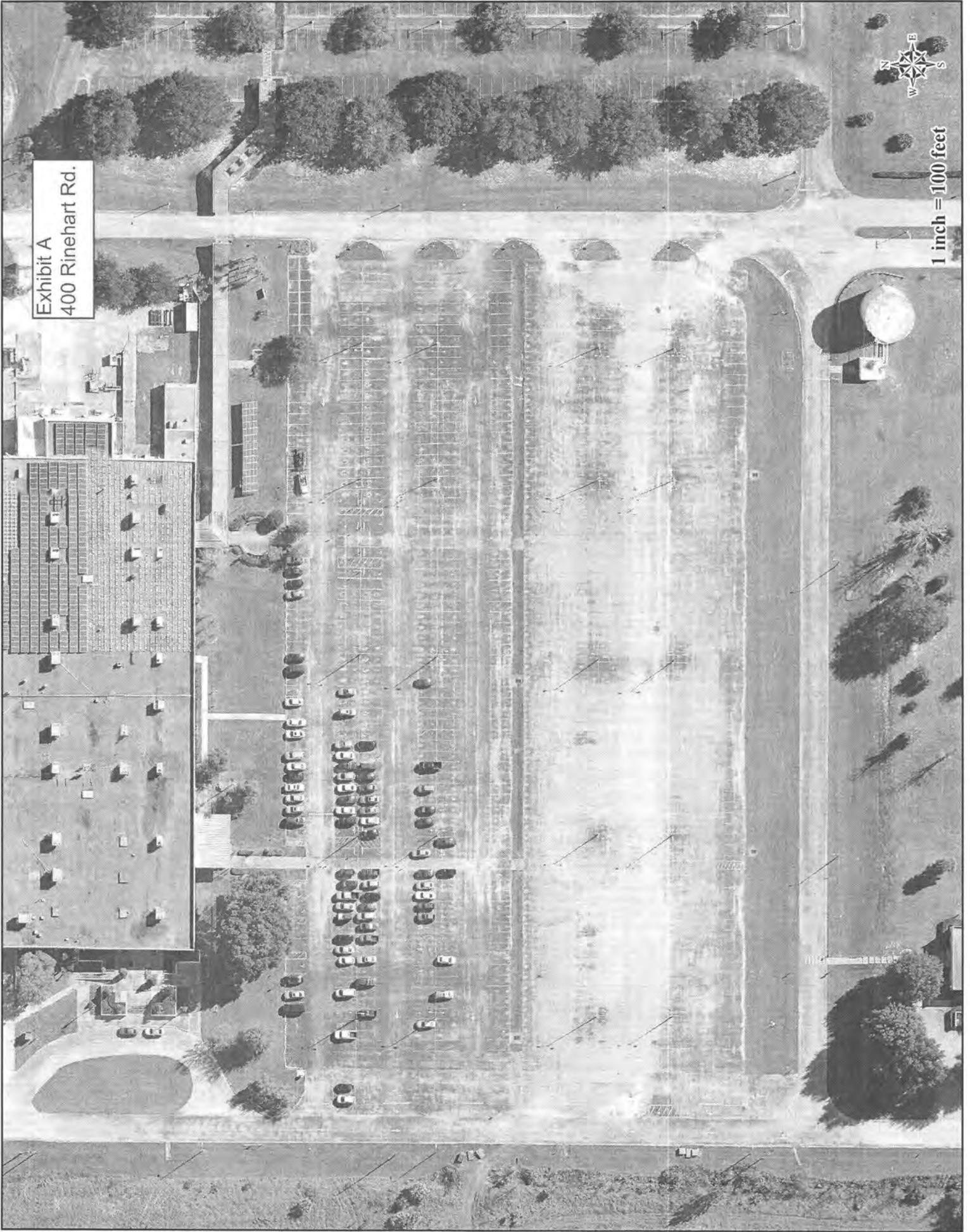
City of Lake Mary

By: _____
Print Name: _____
Print Title: _____
As "Tenant"

Exhibit A
400 Rinehart Rd.



1 inch = 100 feet





CITY MANAGER'S REPORT

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Bruce Paster, P.E., Director of Public Works

VIA: Jackie Sova, City Manager

SUBJECT: Authorize City Manager to enter into contracts with Consulting Engineers

DISCUSSION: The City of Lake Mary advertised for qualifications for Professional Engineering Services per RFQ #15-05. The RFQ covered Public Works type projects including water, wastewater, reuse water, roads, parking, and stormwater. On June 3, 2015, we received qualification submittals from the following nine (9) firms:

CPH, Inc.
Cribb Philbeck Weaver Group, Inc. (CPWG)
Hoyle, Tanner & Associates, Inc.
Keith and Schnars, P.A.
MetaWorld Civil Consulting, LLC
Moffatt & Nichol, Inc.
Pegasus Engineering, LLC
Terracon Consultants, Inc.
Wantman Group, Inc. (WGI)

The review team of Tom Connelly - City Engineer, Danielle Koury - Stormwater Engineer, and Bruce Paster - Public Works Director, spent several weeks reviewing and analyzing the submittals and recommend that the top four rated firms make presentations to the Commission.

The firms which have been short listed in alphabetical order are:

CPH

CPWG

Pegasus Engineering

WGI

Each firm has been asked to make a 15 minute presentation to the Commission to be followed by a 5 minute question and answer period. The review team is recommending that all four firms be chosen to enter into Continuing Engineering Contracts with the City and that the Commission allow the City Manager to negotiate the contracts.

RECOMMENDATION: Request Commission allow the City Manager to negotiate Continuing Engineering Contracts with CPH, CPWG, Pegasus Engineering, and WGI.

CITY OF



LAKE MARY

REQUEST FOR QUALIFICATIONS (RFQ) #15-05

Professional Engineering Services

City of Lake Mary
P O Box 958445
100 N Country Club Rd
Lake Mary, FL 32795-8445
(407)585-1400

Date Issued: May 3, 2015
Responses Due: June 3, 2015

CITY OF LAKE MARY, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) FOR
PROFESSIONAL ENGINEERING SERVICES
RFQ-15-05

1.0 INTRODUCTION/SUBMITTAL REQUIREMENTS

The City of Lake Mary is seeking qualifications from individuals or firms interested in providing Professional Engineering Services to the City.

1.1 The City of Lake Mary, Florida (the "City") shall receive submittal of qualifications until 2:00 PM, June 3, 2015, from qualified firms or individuals wishing to provide Professional Engineering Services.

1.2 Any submittal not received by the above date and time will be returned to the sender unopened at the sender's request and expense. It shall be the sole responsibility of the firm or individual to have its submittal delivered to the City of Lake Mary by U.S. mail, hand delivery, or any other method available to them. Delay in delivery shall not be the responsibility of the City. No facsimile or telegraphic submittal will be accepted.

1.3 Each firm or individual shall examine all parts of the qualification documents and shall determine all matters relating to the interpretation of such documents. Potential proposers shall not contact City staff or other City consultants, other than the Purchasing Office, for information during this phase of the selection process.

1.4 An electronic copy, either CD-R, DVD or flash drive, using the most recent version of either Microsoft Word, Excel, Power Point or Adobe Acrobat, one (1) original and five (5) signed hard copies of qualifications must be submitted to Lake Mary City Hall in one package, clearly marked on the outside "RFQ-15-05" with the firm or individual's name and address.

All packages must be sent to:

Jackie Sova, City Manager
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445

or delivered to:

Jackie Sova, City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, FL 32746

1.5 All expenses for making proposals to the City shall be borne by the firm, corporation, partnership, or individual.

1.6 The City reserves the right to accept or reject any or all submittals, to waive irregularities and technicalities, and to request re-submission or to re-advertise for all or any part of the RFQ. The City shall be the sole judge of the proposal and the resulting negotiated agreement and the City's decision shall be final.

2.0 PROPOSED SCOPE OF SERVICES

The proposed scope of services will consist of preparing preliminary and/or final engineering studies, reports, designs and bid packages for the construction of various water treatment, water/reclaimed water distribution, wastewater collection, and roadway, parking, and drainage projects. Other tasks may include providing and/or coordination of survey work, geotechnical and environmental services, utility coordination, permitting, and construction engineering and inspection services.

The lack of being able to perform all services outlined above does NOT disqualify a respondent from consideration and selection for a specific discipline.

3.0 REQUIRED DOCUMENTATION

All applicable laws and regulations of the United States, the State of Florida, and the City of Lake Mary will apply to any resulting agreement. The provisions of the Consultants' Competitive Negotiations Act (Section 287.055, Florida State Statutes) shall apply, where applicable.

3.1 The submittal shall clearly indicate the legal name, federal taxpayer identification number, address, and telephone number of the firm, corporation, partnership, or individual. The person signing the submittal on behalf of the firm, corporation, partnership, or individual shall have the authority to bind the firm, corporation, partnership, or individual to the submittal.

3.2 The submittal shall include a copy of General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability and Worker's Compensation Insurance. The selected firm or individual will be required to name the City as an additional named insured with the following minimum coverages:

3.2.1 Workers Compensation shall be maintained by the selected firm for all Employees engaged in the work under this RFQ in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected proposer at limits not less than the following:

1. \$100,000 Each Accident
2. \$100,000 Disease Each Employee
3. \$500,000 Disease Aggregate

3.2.2 Comprehensive General Liability Insurance shall be maintained by the selected firm with limits not less than the following:

1. \$1,000,000 Bodily Injury & Property Damage - each occurrence
2. \$1,000,000 Personal & Advertising Injury - each occurrence
3. \$2,000,000 General Aggregate
4. \$2,000,000 Products/Completed Operations Aggregates limit
5. \$5,000 Medical Payments
6. \$100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

3.2.3 Automobile Liability Insurance shall be maintained by the selected firm with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

3.2.4 Professional Liability Insurance shall be maintained by the selected firm with a combined single limit of not less than \$1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

3.3 All submitting firms or individuals shall list the names, addresses, and qualifications of any and all subconsultants. All submittal requirements, ultimate selection criteria, and negotiated agreements extend to subconsultants.

4.0 SELECTION CRITERIA

All submittals shall be designed to portray to the City how the firm or individual's range of services can best achieve the scope of services required by the City. At a minimum, this information shall include:

1. Experience and past performance on similar projects/contracts for governmental clients including at least three references;
2. Names and qualifications of professional personnel assigned to this project, include an organization chart;
3. Location of firm or individual and degree of accessibility to the City;
4. Project approach including quality assurance, cost control, and reporting to the City's representative;
5. The number of the firm or individual's State Certificate of Registration or Certificate of Authority for engineering;
6. Volume of work previously awarded by the City; and
7. Minority Consultants/Sub-consultants (CMBE).

5.0 CONTRACT FOR SERVICES

The final fees for professional services and the scope of services will be negotiated with the firm selected based upon its submittal and City requirements. The firm or individual selected will be required to enter into a formal agreement with the City.

5.1 The City desires to award the contract to the firm(s) or individual(s) that demonstrates the ability to provide the highest quality of service at the best cost. The submittals will be evaluated based on the criteria described below and any other criteria deemed relevant to serve the best interests of the City.

	Evaluation Criteria	Potential Points
1	Experience and past performance on similar projects/contracts for governmental clients including at least three references	30
2	Names and qualifications of professional personnel assigned to this project, include an organization chart	25
3	Location of firm or individual and degree of accessibility to the City	15
4	Project approach including quality assurance, cost control, and reporting to the City's representative	20
5	Volume of work previously awarded by the City	5
6	Minority Consultants/Sub-consultants (CMBE)	5

6.0 SELECTIONS AND RANKING

A Selection Committee will be appointed by the City Manger to review all qualifications submitted. Based upon an evaluation of the submittal, the Selection Committee will, if possible, select a minimum of three (3) firms or individuals. These firms or individuals may be required to prepare a technical proposal including a Financial Statement and make a formal presentation to the Committee relative to their qualifications, approach to the project, and ability to provide services to best serve the needs of the City. After evaluations, discussions, and formal presentations are completed, the Selection Committee will choose firms or individuals that it deems to be the top three. The rankings will be presented to City Commission for qualification and ranking approval. The City Commission's decision shall be final.

7.0 NEGOTIATIONS AND CONTRACT AWARD

After the ranking is completed, the City will attempt to negotiate agreements with the top three ranked firms or individuals to perform various engineering services that will be in the best interests of the City. The agreements will cover all aspects of project administration as described herein. The successful firms or individuals shall be required to execute an agreement(s) providing that all plans, drawings, reports, and specifications that result from firm or individual's services shall become the property of the City. The City reserves the right before awarding a contract to require a firm or individual to submit

such evidence of its qualifications as it may deem necessary. The City shall be the sole judge of the competency of firm or individual. Upon the successful negotiations of an agreement, a formal contract will be prepared and submitted to the City Commission for approval and executed by both parties.

8.0 QUESTIONS

Any questions pertaining to this RFQ must be submitted in writing only and received in the Purchasing Office, Attn: Jill Alvarez, Purchasing Coordinator, City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, fax 407-585-1464, e-mail purchasing@lakemaryfl.com, by 5:00 p.m., Wednesday, May 20, 2015. All responses to questions or any changes will be addressed by Addenda via DemandStar to all firms or individuals who have received the qualification documents.

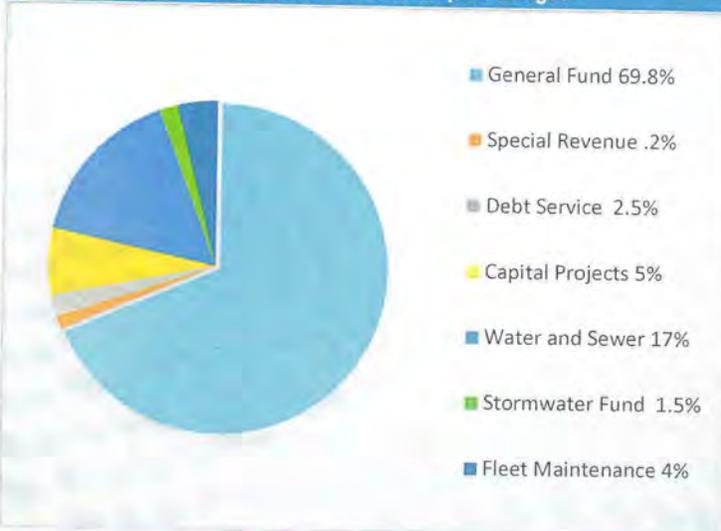
NOTE: IT IS THE RESPONDENT'S RESPONSIBILITY, PRIOR TO SUBMITTING QUALIFICATIONS, TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE QUALIFICATIONS. ALL ADDENDA WILL BE ISSUED THROUGH DEMANDSTAR (www.demandstar.com) AND CAN BE DOWNLOADED IN THE SAME MANNER AS THE RFQ DOCUMENT.

City of Lake Mary

Budget Snapshot as of July 31, 2015

(83% of fiscal year elapsed)

Fiscal Year 2014 - 2015 Adopted Budget



Special Revenue Funds			
Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 28,400	27,831	98.0%
Cemetery Sales	4,000	2,850	71.3%
Fines & Forfeitures	7,250	8,493	117.1%
Investment Income/Other	4,200	5,533	131.7%
Total	\$ 43,850	\$ 44,707	102.0%

Expenditures			
Training	\$ 23,000	\$ 9,055	39.4%
Operating & DARE	13,000	17,237	132.6%
Contributions	13,500	4,500	33.3%
Capital	158,910	89,106	56.1%
Heritage Park	185,000	-	0.0%
Cemetery Operations	7,225	3,666	50.7%
Total	\$ 400,635	\$ 123,564	30.8%

<i>Fund Balance Forward</i>	721,287	847,740	117.5%
Current Fund Balance	\$ 364,502	\$ 768,883	210.9%

Capital Projects Fund			
Revenues	Budget	Year-to-Date	%
Investment Income	\$ 1,000	\$ 548	54.8%
Grants	-	267,283	0.0%
Intergovernmental/Other	434,000	335,947	77.4%
Transfers In	755,000	629,167	83.3%
Total	\$ 1,190,000	\$ 1,232,945	103.6%

Expenditures			
Capital Projects	1,962,108	832,408	42.4%
Total	\$ 1,962,108	\$ 832,408	42.4%

<i>Fund Balance Forward</i>	1,176,112	1,020,717	86.8%
Current Fund Balance	\$ 404,004	\$ 1,421,254	351.8%

Water and Sewer Fund			
Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,000,000	\$ 1,678,354	83.9%
Sewer Revenue	1,870,000	1,660,721	88.8%
Reclaimed Water	205,000	162,796	79.4%
Water Impact Fees	50,000	39,394	78.8%
Sewer Impact Fees	10,000	18,134	181.3%
Investment Income/Other	135,500	186,302	137.5%
Total	\$ 4,270,500	\$ 3,745,701	87.7%

Expenditures			
Operating Expenses	1,612,648	1,208,195	74.9%
Capital Projects	1,279,000	280,298	21.9%
Wholesale swr/reclaimed	1,333,000	1,061,136	79.6%
Transfers Out	1,039,500	866,250	83.3%
Total	\$ 5,264,148	\$ 3,415,879	64.9%

<i>Beg Unrestrict Net Assets</i>	14,683,952	13,860,913	94.4%
Available Net Assets	\$ 13,690,304	\$ 14,190,735	103.7%

Stormwater Utility Fund			
Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 385,924	\$ 329,463	85.4%
Interest/Other	3,000	4,161	138.7%
Total	\$ 388,924	\$ 333,624	85.8%

Expenditures			
Operating Expenses	332,183	161,881	48.7%
Capital Projects	190,000	214,370	112.8%
Total	\$ 522,183	\$ 376,251	72.1%

<i>Unrestricted Net Assets</i>	268,592	556,544	207.2%
Available Net Assets	\$ 135,333	\$ 513,917	379.7%

Fleet Maintenance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 1,090,103	\$ 751,722	69.0%
Expenditures			
Operating Costs	\$ 282,006	\$ 218,475	77.5%
Vehicle Purchases	\$ 888,500	\$ 760,883	85.6%

General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 6,327,960	\$ 6,434,003	101.7%
Franchise & Utility Taxes	6,077,242	4,269,135	70.2%
Business Tax Receipts	118,110	122,408	103.6%
Permits	833,645	841,317	100.9%
Fines & Forfeitures	72,074	84,807	117.7%
Intergovernmental	1,588,791	1,220,182	76.8%
Charges for Services	1,432,050	1,315,809	91.9%
Investment Income/Other	212,000	250,564	118.2%
Operating Transfers In	1,015,000	845,833	83.3%
Total Revenues	\$ 17,676,872	\$ 15,384,058	87.0%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 96,882	\$ 78,427	81.0%
City Manager	634,437	482,565	76.1%
City Attorney	95,000	39,048	41.1%
City Clerk	233,155	180,045	77.2%
General Government	1,098,953	304,749	27.7%
Risk Management	16,000	13,602	85.0%
Finance	514,731	403,571	78.4%
Information Systems	305,894	205,754	67.3%
Community Development	622,775	496,258	79.7%
Building	499,153	309,654	62.0%
Facilities Maintenance	390,739	290,091	74.2%
Police Operations	5,153,207	4,029,370	78.2%
Fire Combat	4,629,920	3,524,434	76.1%
Fire Prevention	374,775	273,089	72.9%
Support Services	946,119	703,294	74.3%
PW Admin & Engineering	246,365	181,359	73.6%
Streets/Sidewalks	502,699	391,489	77.9%
Parks & Recreation	1,766,449	1,356,804	76.8%
Events Center	443,838	339,809	76.6%
Community Center	124,242	95,198	76.6%
Senior Center	103,697	77,253	74.5%
Tennis Center	50,181	36,682	73.1%
Transfers Out	1,537,708	1,281,423	83.3%
Total Expenditures	\$ 20,386,919	\$ 15,093,968	74.0%

<i>Fund Balance Forward</i>	14,138,405	15,368,972	108.7%
Current Fund Balance	\$ 11,428,358	\$ 15,659,062	137.0%

Debt Service Funds			
Revenues	Budget	Year-to-Date	%
Transfers In	\$ 632,208	\$ 526,840	83.3%
Expenditures			
PIRRB Series 2007	\$ 291,807	\$ 291,807	100.0%
PIRRN Series 2012	\$ 331,773	\$ 331,773	100.0%

City of Lake Mary, Florida
General Fund Revenues
As of July 31, 2015

Account Code	Description	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.5895	3.5895	3.5895	
311-10	Ad valorem tax	\$ 6,470,685	\$ 6,072,711	\$ 6,029,358	\$ 6,146,678	6,327,960	6,434,003	101.68%
	Franchise & Utility:							
313-10	Duke Energy - Franchise	1,283,358	1,224,950	1,128,047	1,146,509	1,134,190	820,154	72.31%
313-11	FP&L - Franchise	586,291	545,433	535,600	591,267	568,537	376,268	66.18%
313-40	Propane - Franchise	7,090	10,010	5,864	8,367	8,585	7,084	82.52%
313-70	Solid Waste - Franchise	402,902	419,745	428,368	441,060	442,491	326,403	73.76%
	Total Franchise	2,279,641	2,200,138	2,097,879	2,187,203	2,153,803	1,529,909	71.03%
314-10	Duke Energy - Utility	1,348,464	1,249,357	1,288,610	1,310,121	1,297,751	907,847	69.96%
314-11	FP&L - Utility	607,667	601,224	648,297	729,688	717,878	536,493	74.73%
314-20	Telecommunications	2,025,484	2,011,704	2,093,587	1,746,328	1,857,389	1,249,837	67.29%
314-80	Propane Gas - Utility	45,535	47,512	40,838	52,307	50,421	45,049	89.35%
	Total Utility	4,027,150	3,909,797	4,071,332	3,838,444	3,923,439	2,739,226	69.82%
	Total Franchise & Utility	6,306,791	6,109,935	6,169,211	6,025,647	6,077,242	4,269,135	70.25%
	Licenses and Permits:							
321-60	Business Tax Receipts	119,026	115,373	118,964	117,319	118,110	122,408	103.64%
322-10	Building Permits	501,449	851,192	1,543,828	864,080	720,524	754,591	104.73%
322-20	Electrical Permits	31,702	63,819	45,976	77,580	48,118	34,994	72.73%
322-30	Plumbing Permits	12,861	43,687	30,639	28,629	33,687	16,625	49.35%
322-40	Mechanical Permits	23,054	25,243	32,685	50,765	31,316	35,107	112.11%
	Total Licenses & Permits	688,092	1,099,314	1,772,092	1,138,373	951,755	963,725	101.26%
	Fines & Forfeitures:							
351-10	Court Fines	66,172	59,132	69,858	71,304	56,474	41,825	74.06%
351-30	False Alarm Fees	1,850	4,225	3,950	500	600	600	100.00%
351-50	Violation of Local Ordin.	12,901	7,810	33,586	47,850	15,000	42,382	282.55%
	Total Fines & Forfeitures	80,923	71,167	107,394	119,654	72,074	84,807	117.67%
	Intergovernmental:							
312-41	Local Option Gas Tax	204,746	224,965	249,978	250,577	258,107	194,321	75.29%
334-00	Grants	18,575	3,241	2,096	20,860	-	20,185	-
335-12	State Rev. Share/Gas Tax	268,887	275,591	293,595	319,579	336,458	265,183	78.82%
335-14	Mobile Home License	35	108	114	71	60	94	156.67%
335-15	Alcoholic Beverage Lic.	20,566	9,829	5,572	20,052	12,000	98	0.82%
335-18	1/2 Cent Sales Tax	795,364	800,439	834,141	880,882	957,126	733,281	76.61%
	Firefighter Supplement	10,580	11,200	11,740	14,355	14,040	7,020	50.00%
	Total Intergovernmental	1,318,753	1,325,373	1,397,236	1,506,376	1,577,791	1,220,182	77.33%

City of Lake Mary, Florida
General Fund Revenues
As of July 31, 2015

Account Code	Description	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Y-T-D	% FYTD
Charges for Services:								
341-80	County Business License	12,665	10,715	10,836	11,098	11,000	9,295	84.50%
341-21	Zoning Fees	25,615	21,798	22,074	20,334	17,000	20,064	118.02%
341-22	Site Plan Fees	6,400	3,200	10,200	12,849	8,000	4,800	60.00%
342-10	Police Services	71,190	63,085	57,744	50,067	45,000	43,190	95.98%
342-60	Rescue Transport Fees	657,144	609,044	597,065	513,365	590,000	522,308	88.53%
347-10	Community/Events Center Rent	499,973	513,448	489,532	533,740	520,000	482,338	92.76%
347-15	Community Center	-	-	-	21,147	50,000	62,412	124.82%
347-20	Summer Camp Fees	-	-	-	51,475	45,000	68,710	152.69%
347-30	Farmers Market	36,838	31,379	29,719	23,107	25,000	18,333	73.33%
347-40	Skate Park Fees	16,296	8,819	4,221	3,198	4,000	2,973	74.33%
347-45	Splash Park Fees	23,504	24,274	22,811	25,760	24,000	20,487	85.36%
347-50	Park Rentals	675	630	1,082	783	850	1,969	231.65%
347-60	Sports Complex Rentals	24,658	27,330	29,288	30,620	30,000	23,089	76.96%
347-70	Sofball Leagues	16,875	13,930	16,575	14,050	15,000	10,075	67.17%
347-80	Concession Revenues	5,444	679	2,435	7,326	7,500	10,456	139.41%
347-90	Tennis Center Revenues	52,204	50,231	40,729	23,364	16,000	15,310	95.69%
	Total Charges for Services	1,449,481	1,378,562	1,334,311	1,342,283	1,408,350	1,315,809	100.00%
Other:								
361-10	Interest	229,730	192,570	(1,038)	173,777	120,000	129,316	107.76%
363-10	Streetlighting	32,802	32,780	32,484	32,729	92,384	26,550	28.74%
364-00	Sale of Capital Assets	15815	51,917	388	701	-	2,314	-
369-00	Other Miscellaneous Rev.	113,923	160,060	126,900	151,663	60,000	92,384	153.97%
	Total Other Revenue	392,270	437,327	158,734	358,870	272,384	250,564	91.99%
Transfers In:								
381-00	Transfers from W&S	850,000	850,000	900,000	985,000	1,015,000	845,833	83.33%
381-00	Transfers from Cemetery FD	-	125,000	-	-	-	-	-
	Total Transfers In	850,000	975,000	900,000	985,000	1,015,000	845,833	83.33%
	Total General Fund Revenue	17,556,995	17,469,389	17,868,336	17,622,881	17,702,556	15,384,058	86.90%
	Carry-forward Fund Balance	15,145,583	15,066,183	16,369,093	17,541,260	14,138,405	15,368,972	108.70%
	Total Available	\$ 32,702,578	\$ 32,535,572	\$ 34,237,429	\$ 35,164,141	\$ 31,840,961	\$ 30,753,030	96.58%

FINANCE DEPARTMENT
MONTHLY REPORT
July 2015

Purchasing/AP Activity	Jul-15	FYTD	Jul-14	FYTD
Purchase Orders Encumbered	21	332	27	428
Bids/RFPs Processed	1	7	0	6
Express Purchase Orders Processed	5	97	12	111
Express P.O. - Average \$ Value	\$165		\$236	
Checks Issued to Vendors	245	2,410	202	2,211
P-Card Transactions	310	3,020	338	2,987
P-Card Average \$ Value	\$156		\$130	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	45	410	38	412
Items Deposited	2,816	27,147	2,785	27,762
Deposited Items Returned	3	34	3	34
Credit/Debit Card transactions	609	5,517	514	4,596
Credit/Debit Card Sales	\$81,987	\$838,935	\$73,288	\$690,527
Employees Paid	393	4,430	393	4,266

Utilities Activity				
Utility Refund Checks	46	230	0	167
Utility Turn-offs for Non-payment	29	231	20	175
Door Hangers for Non-pay prepared	173	1,544	144	1,322
Delinquent Letters Mailed Out	N/A	1,840	368	3,467
Utility Service Complaints Handled	15	131	29	181
Garbage Service Complaints Handled	N/A	59	15	137
Existing Utility Accounts Closed	94	687	92	661
New Utility Accounts Opened	93	667	83	654
Utility Bank Draft Customers	1,189		1,123	
Electronic Utility Payments	1,140	11,152	1,160	11,263
Paperless Billing Customers	723		730	
Current Residential Water Customers	4,747		4,726	
Current Residential Sewer Customers	2,583		2,571	
Current Residential Garbage Customers	4,977		4,878	
Current Commercial Water Customers	452		445	
Current Commercial Sewer Customers	389		384	
Current Commercial Garbage Customers	246		238	

IT Activity				
Helpdesk tickets logged	169	1,511	128	1,269
Computer/Server/Network tickets	163	1,453	124	1,222
Cell Phone tickets	6	52	4	42
Helpdesk tickets resolved	169	1,515	131	1,269
Average resolution time (days)	1		2	
Intranet/Website Updates	4	45	3	20,888
Unique Website Visitors	20,470	188,349	16,847	150,182

Items of Interest During Reporting Period



CITY MANAGER'S REPORT

DATE: August 20, 2015

TO: Mayor and City Commission

FROM: Bryan Nipe, Parks and Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Parks and Recreation Update for July 2015

July 2015 Descriptive Report

Community Center	
Rentals	<ul style="list-style-type: none"> • There were 15 rentals in July. • At July's end, 201 rentals have been completed in FY 2015, 138 of which have been completed in calendar year 2015. • At July's end, 76 City HOA meetings have been held in FY 2015.
Programs	<ul style="list-style-type: none"> • Summer Camp program in July held strong with every week being at full capacity with 60 campers. • Summer Camp field trips in July included Fun Spot, Kennedy Space Center, Orlando Science Center, Crayola Experience, and Daytona Lagoon. • Tri-Balance Martial Arts had 11 participants per class average for July 2015. • Yoga is at a 3 person per class average.
Sports Complex	
Rentals	<ul style="list-style-type: none"> • All Sports Complex fields closed for the summer.
Programs	<ul style="list-style-type: none"> • Spring seasons of Adult Softball and Adult Kickball were pushed into first part of July due to heavy rains in June.
Skate Park & Batting Cages	<ul style="list-style-type: none"> • 42 Annual Skate Park passes have been sold to date. This is a new program, no comparisons available. • Pass usage is up 337.5% compared to July 2014. • 69 Batting Cage tokens were sold in July 2015. This is a new program, no comparisons available.
Splash Pad	<ul style="list-style-type: none"> • Splash Pad usage was up 14.58% compared to July 2014.
Farmers Market	
	<ul style="list-style-type: none"> • Farmers Market vendor occupancy rate is down 1.32% from July 2014. • Weekly attendance is down 15.89% from July 2014.

Events Center	
	<ul style="list-style-type: none"> • Hosted the first USTA youth sanctioned tennis tournament on July 11th with 16 participants ages 8-12. • Tennis Center hosted the Lake Mary Youth Summer Camp – introducing tennis skills to the campers. • Tennis Center hosted the Lake Mary Prep international students in a youth summer camp as well.
Tennis Center	
	<ul style="list-style-type: none"> • Memberships dropped to 154 from 158 in May, but membership number is still slightly better than June 2014. • Added in early June an opportunity to work with Lake Mary Prep to handle tennis for their international campers. • Working with Radley Williams to create an hour long tennis clinic during the Lake Mary Youth Summer Camp. • Created a new aspect of competition for our juniors called ROGY Triple Threat.
Senior Center	
	<ul style="list-style-type: none"> • The Senior Center coordinated 25 seniors taking SunRail into Orlando for a tour of the Dr. Phillips Performing Arts Center followed by lunch at a downtown restaurant. The trip went over so well that an August trip is already planned and fully booked. • Set up a monthly lunch brunch that will allow seniors to meet at a different local restaurant once a month to enjoy food and companionship with others.
Grounds and Facilities Maintenance	
	<ul style="list-style-type: none"> • Entry to paver area in Central Park to be complete in August. Large cathedral oaks are installed. Pavers and landscape to follow. • Parking lot at the Community Center is under construction and being managed by Public Works. • Other notable beautification projects include trailhead and the historic cemetery.

MEMO

TO: Bryan Nipe, Director of Parks & Recreation
 FROM: Cristin Rumler, Customer Service Representative
 DATE: August 11, 2015



**PARKS AND RECREATION MONTHLY ACTIVITY REPORT
 FOR THE MONTH OF: July 2015**

EVENTS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	0	1	15	75
rentals	24	17	279	251
catering revenue	\$ 4,451.48	NR	\$ 55,612.91	NR
rental revenue	\$ 40,443.77	\$ 38,837.70	\$ 426,724.69	\$ 452,126.09
total revenue	\$ 44,895.25	\$ 38,837.70	\$ 482,337.60	\$ 452,126.09
expenses	\$ 34,805.98	\$ 32,721.69	\$ 339,809.49	\$ 293,771.22

SENIOR CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	130	132	1,192	1,199
individual participants	2,547	2,337	23,350	21,516
revenue	\$ 626.54	\$ 488.66	\$ 20,386.54	\$ 22,208.14
expenses	\$ 7,846.70	\$ 7,545.42	\$ 77,253.23	\$ 79,468.72

COMMUNITY CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	25	17	502	51
non-revenue uses	5	0	90	0
rentals	15	11	201	31
rental revenue	\$ 3,833.70	\$ 3,320.00	\$ 62,412.20	11,000.00
expenses	\$ 10,250.84	\$ 6,878.44	\$ 95,197.87	\$ 77,585.18

TENNIS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	156	153		
revenue	\$ 2,283.05	\$ 2,593.50	\$ 15,309.55	\$ 16,111.50
expenses	\$ 4,028.05	\$ 5,848.64	\$ 36,681.56	\$ 39,483.33

OTHER REVENUES	Current Month	This Month Last YR	Current YTD	Previous YTD
Farmers Market	\$ 1,757.46	\$ 828.30	\$ 18,332.92	\$ 19,123.61
Skate Park	\$ 177.60	\$ 178.22	\$ 2,973.13	\$ 2,599.01
Splash Park	\$ 6,245.05	\$ 6,737.21	\$ 20,486.89	\$ 21,008.89
Park Rentals	\$ 50.00	\$ -	\$ 1,969.06	\$ 1,240.66
Sports Complex	\$ 624.20	\$ 443.00	\$ 23,089.03	\$ 23,609.53
Leagues	-	\$ -	\$ 10,075.00	\$ 9,750.00
Concession (Trailhead & Sports Comp.)	\$ 1,763.69	\$ -	\$ 10,456.49	\$ 6,075.46
Summer Camp	\$ 23,132.00	\$ 20,395.00	\$ 68,710.00	\$ 46,965.00
TOTAL OTHER REVENUES	\$ 33,750.00	\$ 28,581.73	\$ 156,092.52	\$ 130,372.16

FACILITIES MAINTENANCE
MONTHLY REPORT



WORK ORDER EXPENSES

TYPE	Jul-15	YTD	Jul-14	YTD	Jul-15	YTD	Jul-14	YTD
LABOR	61%	45%	49%	39%	\$ 5,360.63	\$ 47,546.62	\$ 1,786.07	\$ 39,936.69
MATERIALS	37%	26%	31%	29%	\$ 3,230.77	\$ 26,417.18	\$ 922.07	\$ 30,190.59
CONTRACTOR	2%	29%	20%	32%	\$ 194.00	\$ 55,725.17	\$ 6,184.93	\$ 71,168.97
TOTALS	100%	100%	100%	100%	\$ 8,785.40	\$129,688.97	\$ 8,893.07	\$141,296.25

WORK ORDERS BY BUILDING

FACILITY	Jul-15	YTD	Jul-14	YTD
CITY HALL	8	100	14	132
COMMUNITY CENTER	2	49	5	27
EVENTS CENTER	7	58	17	88
EMPLOYEE HEALTH CLINIC	0	1	1	10
FLEET	3	22	3	15
FRANK EVANS MUSEUM	0	9	0	10
LIBERTY PARK	0	5	1	3
MUNICIPAL COMPLEX	8	72	5	75
PARKS BUILDING	0	16	2	32
POLICE DEPARTMENT	7	69	9	70
PUBLIC WORKS BUILDING	1	29	3	40
SPORTS COMPLEX	3	36	8	37
STATION #33	2	36	1	31
STATION #37	7	29	3	29
TENNIS CENTER	2	40	2	29
TRAILHEAD PARK	0	13	3	11
WATER TREATMENT PLANT	4	12	1	19
TOTALS	54	596	78	658

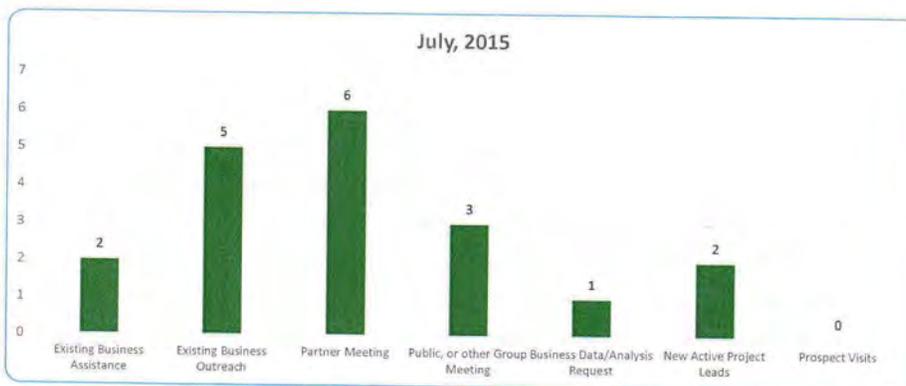
WORK ORDERS BY CATEGORY

FACILITY	Jul-15	YTD	Jul-14	YTD
APPLIANCES	4	46	6	30
DOORS - INT, EXT, & HARDWARE	1	45	4	46
ELECTRICAL	16	192	23	228
FIRE ALARM SYSTEMS	2	4	2	11
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	4	43	6	42
JANITORIAL	1	16	2	21
MISCELLANEOUS	14	81	17	91
PAINT - INTERIOR & EXTERIOR	1	8	1	5
PEST CONTROL	3	10	1	12
PLUMBING	5	49	9	69
PREVENTATIVE MAINTENANCE	1	94	5	100
SECURITY SYSTEMS	1	5	2	3
SEPTIC TANKS	0	0	0	0
VENDING	1	3	0	0
TOTALS	54	596	78	658

Activity Summary

City of Lake Mary, Economic Development Activity Summary July, 2015	
Activity Code	Explanation
Existing Business Assistance	Existing business assistance involving a problem, and follow-up
Existing Business Outreach	Existing business outreach meeting or interview
Partner Meeting	Meeting with Economic Development partners
Public, or other Group Meeting	Public meetings, or other group meeting
Business Data/Analysis Request	Data and analysis request processed
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

Activity Count	July, 2015
Existing Business Assistance	2
Existing Business Outreach	5
Partner Meeting	6
Public, or other Group Meeting	3
Business Data/Analysis Request	1
New Active Project Leads	2
Prospect Visits	0
Total Count	19



Milestones:

City Commission approval of State QTI incentive for Project Burbank (i.e., Paylocity). This project will result in the creation of 176 new IT jobs in the City of Lake Mary.

Attendance and participation in the FEDC, Florida Economic Development Conference, held in Orlando, FL. The Lake Mary Deloitte project was a candidate for economic development project of the year.



The diagram to the left shows a typical pattern associated with workflow from a local (city) economic development office. Note concentration on existing businesses.

City of Lake Mary -
Economic Development Activity Report

Activity Detail

City of Lake Mary, Economic Development Activity Log

July, 2015

Name	Date	Activity Code	Explanation
Tom	7/7/15	Existing Business Outreach	Existing business outreach at the Chamber's Lake Mary Coffee Club meeting.
Tom	7/8/15	Partner Meeting	Meeting with Volusia County Economic Development and Education partners to discuss workforce needs and the labor shed associated with Lake Mary and the workforce residing in West Volusia County. Representatives from Daytona State College, Various City Economic Development Partners, Volusia Manufacturing Association and private colleges were all participants.
Tom	7/9/15	Partner Meeting	Monthly MEDO (Municipal Economic Developer Organization) meeting at City of Longwood. Discussed recent projects including a retail study and video series being created by Longwood. Mayor Joe Durso joined the luncheon and shared his perspective on economic development.
Tom	7/9/15	Partner Meeting	Arranged a meeting with SSC and SCPS to tour the new shared workspace facility in Orlando called CANVS. Discussed the viability of a similar facility in the City of Lake Mary or other Seminole County location.
Tom	7/9/15	Public, or other Group Meeting	City Commission regular meeting. QTI incentive for Paylocity approved.
Tom	7/10/15	Existing Business Outreach	Business outreach meeting via the Orlando EDC's quarterly meeting held at FARO Technologies. The meeting highlighted the success of FARO, a Lake Mary high-tech manufacturer.
Tom	7/11/15	New Active Project Leads	Continued coordination of a new active project involving the relocation of a corporate headquarter operation into the City of Lake Mary.
Tom	7/13 to 7/15	Partner Meeting	Attended the Annual meeting of the Florida Economic Development Council held in Orlando, Florida.
Tom	7/16/15	Existing Business Assistance	Connected an independent grocer that is interested in downtown Lake Mary with Tower Realty - representing the Shoppes at Lake Mary.
Tom	7/16/15	Existing Business Assistance	Meeting with building owner on Skyline Drive to discuss the property and potential sale or lease of the facility.
Tom	7/16/15	Partner Meeting	Luncheon meeting with Orlando and Osceola County economic development professionals.
Tom	7/21/15	Business Data/Analysis Request	Work with Seminole County economic development to discuss creation of demographic reports.
Tom	7/22/15	Public, or other Group Meeting	Participated in the SSC student team's presentation of findings for the Parks and Recreation survey conducted for the City of Lake Mary.
Tom	7/23/15	Public, or other Group Meeting	City Commission workshop and regular meeting.
Tom	7/27/15	New Active Project Leads	Continued coordination of a new active project involving the relocation of a corporate headquarter operation into the City of Lake Mary. Project code name: Project Youth.
Tom	7/29/15	Existing Business Outreach	DRC meeting for Griffin Farms at Midtown.
Tom	7/29/15	Existing Business Outreach	Meeting with CNL commercial real estate to discuss Lake Mary product.
Tom	7/30/15	Existing Business Outreach	Attended the Rollins College Million Cups program geared toward entrepreneurship and funding.
Tom	7/31/15	Partner Meeting	Meeting with CPH to discuss scope of service for a US 17-92 CRA project involving an entry gateway into the City off of US 17-92.



Lake Mary Police Department

MONTHLY REPORT - JULY 2015

	FY 2015 JULY	FY 2015 YTD	FY 2014 JULY	FY 2014 YTD
Monthly Call Volume	5,601	50,267	4,575	48,340
Response Times (in minutes)				
Priority 1	2.81		4.88	
Priority 2	4.25		3.12	
Priority 3	6.18		6.55	

UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	1	6	0	2
Robbery	1	7	0	3
Assault/Battery	12	97	11	85
Burglary	24	71	9	50
Theft, all other	12	142	10	165
Motor Vehicle Theft	0	10	2	6
Theft of Motor Vehicle Parts	1	7	2	14
Arson	0	0	0	0
D.U.I.	0	23	2	30

Total Arrests

Adults	46	348	39	347
Juveniles	4	23	1	33

Traffic Calls

Crashes	34	560	46	517
Criminal Citations	14	122	18	143
Citations- non criminal	297	2,260	309	3,536
Parking citations	6	70	14	103
K9 Deployments	14	129	16	105
Agency Assist; outside Jurisdiction	48	479	61	518

Alarms

Total	121	996	119	923
Business	64	541	69	589
Residential	57	455	50	334

Total Responses to City Ordinance Violations

26	261	41	184
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Lake Mary Police Department IMPORTANT EVENTS

Criminal Investigations Division

Seven cases were routed to the Economic Crimes Task Force.

Det. Umana made arrest for Driving Without a License, possible scam uncovered involving soliciting for children/human trafficking.

Circle K Robbery - Suspect identified and request for capias issued.

CID called out for two early morning business burglaries and burglary to storage facility.

Capias request issued for theft of electrical services.

Detective Umana called out on Child Neglect incident, arrest made.

Arrest made on Domestic Disturbance call.

CID attended Lake and Seminole County Intel Meetings.

Detective Michelle Hernandez was named Police Officer of the Quarter.

CID began processing applications for Police Officer position.

Sgt. Gowen attended "Color of Law" civil rights training; and gave instruction to the department on Defiant Drivers.

Det. Hernandez attended SAO training on DUI's and Vehicular Homicide Investigations.

Community Relations Division

Presentation given to Lake Mary Elementary students, along with SCSO and the Alert (helicopter) team.

Hills of Lake Mary HOA meeting - Gave 25 attendees crime stat updates and information on new programs at LMPD.

Officer Gillett and Detective Riddle taught a class on Financial and Basic Crime Prevention at the Senior Center.

Robbery Training at Fidelity Bank - taught all branch employees robbery prevention and training to include how to be a valuable witness and to preserve the crime scene in the event of a bank robbery.

Lake Mary's first Coffee With A Cop was a huge success! Starbucks provided free coffee as four representatives from LMPD were able to casually engage in conversation with the community for over two hours.

R.A.D. (Rape Aggression Defense) Training - Officer Gillett attended this week long training, along with Domestic Violence Training, which certifies her to teach the community self-defense, safety plans and practices.

PFC Fuehrer and Ofc. Matviak worked on the School Supply Drive.



MEMORANDUM

Date: August 20, 2015
To: Mayor & City Commission
FROM: Gary Schindler, City Planner *ms*
THRU: John Omana, Community Development Director *JO*
VIA: Jackie Sova, City Manager
RE: July 2015 Planning and Development Activity

FY2014-2015 WORKLOAD DATA

	FY2014		FY2015	
	JULY	Total YTD	JULY	Total YTD
Land Use Amendments	0	1	1	2
Rezoning	0	7	0	2
Conditional Use	0	2	0	3
Subdivisions/Plat	0	5	1	7
Site Plans	1	9	0	4
Variances	0	1	0	0
Vacates	0	1	0	0
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	1
PUD Development Agreement & Amendments	0	0	0	0
Development Agreements, New	0	0	0	1
DRC Reviews	1	6	1	6
Home Occupation Review	6	42	8	42
Business License Review	26	144	23	261
Arbor Permits (non-development related)	16	152	21	148
Zoning Verification Letters	0	4	3	11
Site Permits Issued	1	8	1	9
Building Permits Review	32	339	34	355
Number of Pages Scanned	0	0	0	0

Significant Meetings & Issues:

- July 7 – Gorman Lot Split Meeting; Meeting regarding outdoor freezer at 4th St. Bar**
- July 8 – Lake Mary Pediatrics Pre-con Meeting**
- July 13 – Meeting to discuss subdivision of Timacuan bank property**
- July 14 – Orlando Sanford Airport Noise Abatement Committee Meeting; UF Downtown Study Meeting; Lake Mary Pediatrics Meeting**
- July 15 – US Highway 17/92 Community Redevelopment Agency (CRA) Meeting with CPH; MetroPlan Orlando Bicycle Pedestrian Plan Meeting; Meeting to discuss subdivision of Timacuan bank property**
- July 16 – Colonial Center Heathrow Garage First Step Meeting; Meeting regarding outdoor freezer at 4th St. Bar; Tower Realty Lot Split Meeting**
- July 22 – Verizon Tower Meeting; UCF Masters in Planning Meeting**
- July 23 – Community Development Budget Meeting**
- July 27 – Griffin Property DRC Review Meeting**
- July 28 – Kittleson Downtown Traffic Study Meeting**
- July 29 – Griffin Town Center DRC Meeting**
- July 31 – Downtown Business Grant Meeting; Meeting with CPH regarding US Highway 17/92 CRA**



CITY MANAGER'S REPORT

DATE: August 6, 2015

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: July Monthly Report

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Jul-15	YTD	Jul-14	YTD	Jul-15	YTD	Jul-14	YTD
COMMERCIAL - NEW	1	1	2	25	\$ 402,000	\$ 1,434,000	\$ 769,354	\$ 3,486,838
COMMERCIAL - ALTERATION	16	111	9	76	\$ 760,007	\$ 16,803,855	\$ 285,002	\$ 17,502,609
RESIDENTIAL - NEW	12	32	3	27	\$ 2,638,800	\$ 5,644,014	\$ 553,349	\$ 32,095,764
RESIDENTIAL - ALTERATION	11	124	18	118	\$ 265,393	\$ 2,596,086	\$ 108,240	\$ 1,145,036
ELECTRICAL - NEW/ALTERATION	32	220	20	173	\$ 272,000	\$ 2,735,969	\$ 96,708	\$ 19,500,271
ELECTRICAL - TEMP/PREPOWER	3	53	2	67	\$ 300	\$ 7,400	\$ 1,100	\$ 6,500
MECHANICAL - NEW/ALTERATION	34	260	29	257	\$ 324,120	\$ 9,535,800	\$ 502,209	\$ 6,036,644
PLUMBING - NEW/ALTERATION	18	146	14	115	\$ 112,838	\$ 932,994	\$ 109,641	\$ 1,857,949
ROOFING - TILE, METAL & FLAT	8	28	0	58	\$ 55,391	\$ 443,118	\$ -	\$ 1,291,377
RE-ROOFING	70	353	14	129	\$ 939,919	\$ 5,562,326	\$ 189,303	\$ 2,354,612
SWIMMING POOL	2	14	1	20	\$ 36,300.00	\$ 2,516,220.00	\$ 45,000	\$ 217,257.00
SCREEN ENCLOSURE	1	11	1	15	\$ 10,070	\$ 77,414	\$ 6,079	\$ 120,088
FENCE	10	75	6	54	\$ 33,143	\$ 209,086	\$ 17,496	\$ 136,279
SIGN	7	43	4	33	\$ 5,815	\$ 181,448	\$ 21,915	\$ 221,337
FOUNDATION ONLY	0	0	0	1	\$ -	\$ -	\$ -	\$ -
DEMOLITION	0	5	0	1	\$ -	\$ 53,700	\$ -	\$ 12,000
TOTALS	225	1476	123	1169	\$ 5,856,096	\$ 48,733,430	\$ 2,705,396	\$ 85,984,561

BUILDING INSPECTIONS PERFORMED				
TYPE	Jul-15	YTD	Jul-14	YTD
BUILDING	289	2387	179	2137
ELECTRICAL	89	914	86	821
MECHANICAL	53	449	52	505
PLUMBING	67	572	46	378
TOTALS	498	4322	363	3841

MAJOR PROJECTS

1. Fountain Parke
2. Station House
3. Central Parc

FIRST STEP MEETINGS

1. HIBC Parking Garage

**CITY CLERK'S OFFICE MONTHLY REPORT
JULY 2015**

	FY 2015		FY 2014	
	JULY 15	YTD	JULY 14	YTD
MINUTES PREPARED (SETS)	2	19	1	16
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	0	3	0	4
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	1	3	0	1
PROCLAMATIONS PREPARED	2	20	0	15
OCCUPATIONAL LICENSES				
NEW	23	229	35	200
RENEWALS	0	333	10	271
TRANSFERS	0	43	4	46
REVENUE GENERATED	\$1,420.00	\$29,983.25	\$2,980.00	\$30,999.75
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	2	35	1	28
RECORDS DESTROYED (CUBIC FEET)	0	0	15	15

PUBLIC WORKS UPDATE

July 2015

Streets/Sidewalks – 432

1. Station House area parking, utility and road improvements substantially complete. Final punch list items to be completed early August.
2. Parking lot for Community Center Notice to Proceed June 1st, 50% complete.
3. Emma Oaks Trail sidewalk bids received, waiting on Progress Energy work to be completed prior to award.

Water Treatment – 434

12-month average daily water demand 3.10 million gallons (4% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.38, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
3. Palmetto Street Turn Lane and Lake Mary Blvd. Sewer Project awarded to Pospiech Contracting, notice to proceed in August. Will include turn lane on LMB at Palmetto.

	Jul-15	FYTD	Jul-14	FYTD
Work Orders Completed	38	275	30	293
Sidewalks Repaired (Feet)	20	996	0	1,960
Street Signs Installed	10	131	10	124
Streets Paved (Miles)	0	1.70	0	3
Paved Streets Maintained (Asphalt - Tons)	6.50	38.50	4.50	34
Millions Gallons Treated	100	955	82	898
New Water Meters Installed	1	19	4	32
Waterlines Installed (Feet)	0	100	0	230
Waterline Breaks Repaired	16	168	18	185
Meters Exchanged	13	334	26	279
Turn-On/Turn-Off (Customer Request)	187	1,353	175	1,315
Turn-Offs/Non-Payment	29	229	21	176
Water System Dist. Valves Exercised	30	195	20	280
Vehicle Preventative Maint. Inspections	50	497	48	485
Vehicles/Equipment Serviced	85	881	107	847



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



Monthly Report

July 2015

Administration and Emergency Operations

We responded to 372 emergency alarms, had 152 transports, and accumulatively participated in 359 hours of EMS and fire related training during the month of July.

Emergency Operations and administrative personnel had an additional 32 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Administrative personnel continued work on preparing specifications for the new fire engine.

Fire department personnel continued to participate in training sessions held county wide to better prepare for active shooter incidents.

Research and purchases made to replace outdated fire hoses, appliances and equipment.

Fire Prevention

Fire inspectors conducted 86 combined inspections and 66 plan reviews.

Activities included – continued training new fire inspector, site visits for several projects to resolve issues.

Continued to work on Company Survey project, forms, reviewing procedures, creating training guidelines and power points, etc.

Worked on probationary evaluation for Inspector Walker.

Conducted fire alarm testing with UL representative two days for a total of five businesses.

Volunteered for MDA Camp – ½ day.

Cleaned up three offices and moved new furniture in. Cleaned up the PR storage room.

Investigated 3 fires –

RV Fire at 700 Rinehart Rd. – determined to be suspicious and turned over to SFMO

Kitchen fire at 194 Short St. – determined to be accidental

Grill/Gas Explosion – 188 E. Crystal Lake Avenue – 1 civilian injury – still pending

Meetings attended – First Step, Staff, DRC, CFFMIA, EMOT and contractor/project meetings.

Station House Final CO Mtg.

Coordination meeting for new statewide fire sprinkler coalition.

Met with Lake Mary Prep staff regarding dorm evacuations.

Classes/Training Completed/Attended –

Central Florida Fire Marshal's Luncheon/Training – 1.5 Hours/CEU's

Intelligence Liaison Officer Training – 24 hours

CPR Train-The-Trainer – 3 personnel – multiple hours/days for online training

CPR Train-The-Trainer – 3 personnel – 1 hour classroom

EMT Training – Target Solutions – online training

Public Education Events –

Fire Drill- 1090 Sandpond Rd – est. 50 in attendance – 1.5 hours

Station Tour – Mom's Group – 15 in attendance – 1 hour

PR Talk/Truck – Summer Camp Group/First Presbyterian Church – 30 in attendance – 1.5 hours

Station Tour – Lake Mary Prep – 15 in attendance – 1 hour

Station Tour – Farmer's Group – 35 in attendance – 1 hour

Station Tour – Farmer's Group (#2) – 35 in attendance – 1 hour

PR/Safety Talk/Truck – Florida Blue (Take Your Kids to Work Day) – 18 in attendance – 1 hr.

Station Tour – Mom's Group – 25 in attendance – 1 hr.

PR Safety Talk – Xtreme Sports/Summer Camp – 60 in attendance – 1 hour