



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA**

**THURSDAY, NOVEMBER 03, 2016 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: October 20, 2016**
- 6. Special Presentations**
  - A. City Employees of the 3rd Quarter - Seth Clayton & Ruben Morales**
- 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. 1550 - Amending Chapter 92 of the Code of Ordinances entitled "Parks and Playgrounds", amending fees charged for the use of the facilities and programs - Second Reading (Bryan Nipe, Parks & Recreation Director)**
- B. Ordinance No. 1551 - Amending Purchasing Policy - Second Reading (Dianne Holloway, Finance Director)**
- C. Ordinance No. 1553 - Request from Lake Mary Florida Congregation of Jehovah's Witnesses to annex property located at 821 N. Country Club Road - Second Reading (Public Hearing) (Steve Noto, City Planner)**
- D. Ordinance No. 1554 - Request from Jason Walker to annex property located at 845 N. Country Club Road - Second Reading (Public Hearing) (Steve Noto, City Planner)**

**9. New Business**

- A. Approval of the Interlocal Funding Agreement between Seminole County and the City of Lake Mary addressing a Jobs Growth Incentive for Deloitte Consulting LLP, for the creation of 850 new jobs within the City (Tom Tomerlin, Economic Development Director)**
- B. Conditional Use for a private and retail recreational facility, Planet Obstacle, located at 1150 Emma Oaks Trail; Andrei Roublev, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)**
- C. Site plan approval to construct 4,999 sq. ft. of commercial space at 187 E. Crystal Lake Ave., Station Pointe; Chris Mahnken, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)**
- D. Request for a Preliminary Planned Unit Development (PUD) for a 76-lot single-family residential subdivision, located at the southwest corner of Rinehart Rd. and Anderson Ln.; CPH, Inc., Javier E. Omana, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)**
- E. Ordinance No. 1552 - Expedited State Review Comprehensive Plan amendment to the City's Comprehensive Plan revising the Future Land Use Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low-Medium Density Residential) for +/- 33.8 acres of property located at the southwest corner of Anderson Ln. and Rinehart Rd.; CPH, Inc., Javier E. Omana, applicant - First Reading (Public Hearing) (Steve Noto, City Planner) (Legislative)**

**F. Resolution No. 986 - Rename Lake View Avenue to East and West Lakeview Avenue (Public Hearing) (Jackie Sova, City Manager)**

**G. Resolution No. 988 - Amending Fiscal Year 2016 Budget (Dianne Holloway, Finance Director)**

**10. Other Items for Commission Action**

**11. City Manager's Report**

**A. Items for Approval - None**

**B. Items for Information - None**

**C. Announcements**

**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: November 17, 2016**



1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held October 20,  
2 2016, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,  
3 Lake Mary, Florida.

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1. Call to Order

The meeting was called to order by Mayor David Mealor at 7:02 P.M.

Mayor Mealor said this region was very fortunate with the hurricane that came through and the bend to the east was very helpful to this region. He said his employer released all of them to go home and make the necessary preparations because we didn't know to what extent it would be. What he realized is while he and his neighbors were doing the necessary tasks, every member of the Lake Mary Commission team in terms of our City staff was here serving our community. On two occasions trees fell across roadways and within ten minutes the chainsaw crew and the front end loaders were out there. He thought that speaks to their commitment to serving our citizens and for that we have every reason to be thankful.

2. Moment of Silence

3. Pledge of Allegiance

4. Roll Call

- |                               |   |
|-------------------------------|---|
| Mayor David Mealor            | Jackie Sova, City Manager               |
| Commissioner Gary Brender     | Carol Foster, City Clerk                |
| Deputy Mayor George Duryea    | Dianne Holloway, Finance Director       |
| Commissioner Sidney Miller    | John Omana, Community Development Dir.  |
| Commissioner Jo Ann Lucarelli | Steve Noto, City Planner                |
|                               | Krystal Clem, Senior Planner            |
|                               | Bruce Paster, Public Works Director     |
|                               | Bryan Nipe, Parks & Recreation Director |
|                               | Tom Tomerlin, Economic Development Dir. |
|                               | Colin Morgan, Deputy Police Chief       |
|                               | Frank Cornier, Fire Chief               |
|                               | Gregg Johnson, Acting City Attorney     |
|                               | Mary Campbell, Deputy City Clerk        |

5. Approval of Minutes: September 22, 2016

**Motion was made by Commissioner Lucarelli to approve the minutes of the September 22, 2016, City Commission meeting, seconded by Commissioner Miller and motion carried unanimously.**

6. Special Presentations

1  
2 A. Update on Sanford Aviation Noise Abatement Committee (SANAC)  
3

4 Mayor Meador said we are pleased to have the President of the Sanford-Orlando  
5 International Airport, Ms. Diane Crews, present. We also have the Executive Vice  
6 President and Chief Operating Officer, Mr. George Speake. He thanked them for being  
7 with us.  
8

9 Mr. Omana said he would give a brief overview on the updated SANAC committee,  
10 what it does and its responsibilities. As a matter of record, every SANAC meeting is  
11 opened up with this: The Sanford Aviation Noise Abatement Committee (SANAC) as  
12 adopted by the Sanford Airport Authority on September 3, 1996, is a committee whose  
13 purpose is to make recommendations to the Sanford Airport Authority for establishing  
14 noise abatement procedures and for monitoring their implementation at the Orlando  
15 Sanford Airport.  
16

17 Mr. Omana said the City staff currently has one seat as a non-voting advisory member  
18 on the committee and we participate in their meetings when these meetings are held.  
19 Issues that SANAC and the airport staff bring to those agendas are a smorgasbord of  
20 everything. We receive updated reports on noise complaints, we receive the air  
21 patterns of how they are flying, how they are operating within the 65 DNL, the contours,  
22 approaches and departures. We also get updates with respect to any infrastructure  
23 projects or capital projects that the airport may be undertaking. We also get briefings  
24 relative to any FAA or federal directives that may impact the protocols of the airport  
25 itself. A lot of information sharing occurs at this committee.  
26

27 Mr. Omana said it is important to note that the committee is composed of a variety of  
28 disciplines. We have people there who are pilots, representatives from the control  
29 towers from OIA, we have zoning and land use people, as well as lay persons from the  
30 surrounding communities and HOAs. That in his opinion creates a background and an  
31 atmosphere where a lot of information sharing, both technical and non-technical, can  
32 occur. At the end of the day we believe that contributes to the important changes that  
33 the airport has implemented in managing its noise abatement issues.  
34

35 Mr. Omana said attached to the memo included in the packet are a couple of examples  
36 of some of the items that we see at the committee meetings. One is the Operations  
37 Data Report. He showed the report on the overhead. This outlines the residential  
38 areas near the airport and the number of complaints for specific month and the number  
39 of households that have reported. That is done at every meeting.  
40

41 Mr. Omana said he also included Attachment 2 in the memo which outlines some of the  
42 technical issues that the SANAC committee has accomplished over the years to help  
43 mitigate in noise reduction and proper departure and approach procedures.  
44

45 Mr. Omana said there is a lot of information sharing from both a technical and non-  
46 technical standpoint which has been very important over the years.

1  
2 Mr. Omana asked to share a couple of items. He said he had been sitting on SANAC  
3 since 1998 and Mr. Noto has joined him in that responsibility. There were three items  
4 he found to be very exciting involving the aviation and the airport. The first one was  
5 when he got volunteered to clean the Vigilante aircraft which is at the entrance to the  
6 airport. There is nothing like climbing into a bombardier chamber and getting sprayed  
7 by 50-year-old hydraulic fluid. That's once in a lifetime.  
8

9 Mr. Omana said the second most exciting thing that ever happened to us with SANAC  
10 and the airport relationship was when the actual unveiling of the Vigilante occurred, he  
11 was standing next to a navy officer and everyone was asking where the F-14s were. He  
12 overhead the navy officer say they are off the coast of Carolina and should be here in  
13 about 12 minutes. He emphasized that they were on the coast of Carolina and would  
14 be here in 12 minutes.  
15

16 Mr. Omana said last but not least there was one SANAC meeting a number of years  
17 ago where we wrapped up the meeting and the chairman and the airport  
18 representatives invited us to the food tarmac by one of the hangars. They said to keep  
19 an eye on the horizon because there is something coming in. He showed what was  
20 coming in on the overhead. A B-17 was on approach to the Sanford Airport.  
21 Reportedly this one had been used by President Harry Truman as a transport in the  
22 lower 48 during his administration. We had an opportunity to tour it. It was very tight  
23 quarters. He showed pictures on the overhead. That was a tour of a lifetime.  
24

25 Mr. Omana said it has been a very exciting and beneficial relationship between our staff  
26 and their staff. We look forward to continuing that.  
27

28 Commissioner Miller said he noticed on the complaints that there were complaints from  
29 Deltona and Debarry. In the report it says Noise Complaint Line seven complaints, total  
30 noise complaints 78. He questioned if they were not getting complaints on the noise  
31 complaint line.  
32

33 George Speake, Executive Vice President and Chief Operating Officer, Sanford Airport  
34 Authority, came forward. He said he would cover Deltona and Debarry first. Our  
35 complaint area has grown in the last five or six years to include Debarry and Deltona.  
36 Some of the flight patterns as they come out of the north or heading north include those  
37 areas and they figured out where they are coming from so we get those complaints.  
38

39 Commissioner Miller said they ought to be pretty high by then.  
40

41 Mr. Speake said they are. Noise to some is different than noise to others so it is still an  
42 issue for them. We log all the complaints.  
43

44 Commissioner Miller said he was in the approach path in Timacuan and they come right  
45 over his house all the time. He recently purchased laser lights that he can use to shine

1 on his pool screen in the backyard. He read something about laser lights and pilots. He  
2 asked if these things would affect pilots.

3  
4 Mr. Speake said he has heard stories about these affecting aircraft but you should be  
5 able to keep that low enough that you would not. As long as it isn't pointing up into the  
6 sky you should be okay.

7  
8 Commissioner Miller said he has trees behind his house too but he could see one little  
9 light getting through there and some guy coming to his house one day.

10  
11 Mr. Speake said there were lots of them out last Christmas and he didn't get anyone  
12 that they had to go visit so he thought Commissioner Miller would be okay.

13  
14 Commissioner Miller said he was the first resident of Timacuan. He used to have a lot  
15 of complaints. They have made tremendous improvements and he frequently sees the  
16 take-off flights veering to the north which is probably why Deltona and Debarry joined the  
17 parade. He didn't hear the difference between telephone complaints and why 78 versus  
18 7.

19  
20 Mr. Speake said we have the ability for people to file a complaint via telephone and an  
21 answering service or online via website. We pay for that live answering service so we  
22 like to track how many complaints we get to make sure it is still a worthwhile effort.

23  
24 Commissioner Brender said he found that the climb limits that have been removed and  
25 the descent limits that have been removed are probably the most significant things that  
26 have been done. Once we start moving into the new 737 that Boeing is building, it is  
27 35% quieter than the previous one. The Airbus NEO is about 30% quieter than its  
28 previous. He would hope that some time over the next 10 to 15 years that we may not  
29 need a SANAC because those are some substantial differences in noise generation.

30  
31 Mr. Speake said it would be nice to know that SANAC would need to go away prior to  
32 that because it would happen while he is still working versus retired. Allegiant is the  
33 dominant carrier at the airport. They fly older aircraft, however, they have a plan in  
34 place that by 2018 to have those older MD-80s phased out and they will be flying Airbus  
35 A320s which is much quieter. We do have the Boeing 787 coming in with the  
36 international charters on some of those flights and that is a very quiet airplane.

37  
38 Mayor Meador said if you stop and think about the report we heard this evening and  
39 what we had in the mid to late 90's, this is a remarkable improvement. We have had a  
40 number of people who have been very responsive to the concerns we had during that  
41 period of time. He recognized Congressman Mica's work and always being responsive  
42 and also his role working with FAA and acquiring the necessary equipment that has  
43 helped.

44  
45 Mayor Meador thanked Mr. Speake. It is a pleasure to have President Crews present.  
46 The airport is one of the gems of the community and wished them continued success.

1  
2 Mayor Mealor said our Acting City Attorney is Mr. Gregg Johnson.  
3

4 7. Citizen Participation – This is an opportunity for anyone to come forward and  
5 address the Commission on any matter relating to the City or of concern to our  
6 citizens. This also includes: 1) any item discussed at a previous work session;  
7 2) any item not specifically listed on a previous agenda but discussed at a  
8 previous Commission meeting; or 3) any item on tonight’s agenda not labeled as  
9 a public hearing. Items requiring a public hearing are generally so noted on the  
10 agenda and public input will be taken when the item is considered.  
11

12 No one came forward at this time and citizen participation was closed.  
13

14 8. Unfinished Business  
15

16 There was no unfinished business to discuss at this time.  
17

18 9. New Business  
19

20 Mayor Mealor asked if it would be appropriate to read Items A and B together. Mr. Noto  
21 answered affirmatively.  
22

23 A. Approval of Annexation Agreement with Lake Mary Congregation of  
24 Jehovah’s Witnesses for property located at 821 North Country Club Road  
25 (Steve Noto, City Planner)  
26

27 The Acting City Attorney read Ordinance No 1553 by title only on first reading.  
28

29 Mayor Mealor said we will discuss these items simultaneously and vote on them  
30 separately.  
31

32 Mr. Noto said the two items before the Commission are four years in the making. It is  
33 kind of an “on demand” voluntary annexation. In 2012 the Kingdom Hall facility was  
34 constructed. He showed the location map on the overhead. They requested  
35 connection to City water service. As a result of that request, the City created this  
36 annexation agreement that stated when it was time to annex into the City, they would do  
37 so. We let the agreement sit until the time was right. We actually have another  
38 annexation request this evening for the property directly to the north of this. What we  
39 wanted to avoid was creation of an enclave and violating Florida Statute, City Code, etc.  
40

41 Mr. Noto said we felt the time was right to move forward with the annexation of the  
42 Kingdom Hall property. The two requests before the Commission is the approval and  
43 signature of the annexation agreement as well as the approval of the annexation of the  
44 Kingdom Hall property. The staff report for the annexation has a number of findings of  
45 fact and annexation requirements we have outlined that we have to follow in  
46 accordance with Florida Statutes and City Code.

1  
2 Mr. Noto said staff is recommending approval of not only the annexation request in line  
3 with Ordinance No. 1553 but also the annexation agreement that was created in 2012  
4 for the Mayor's signature.

5  
6 Deputy Mayor Duryea asked if this annexation and the use of the land it's being put to  
7 creates some sort of need for a conditional use or anything like that.

8  
9 Mr. Noto said that will be our next step in analyzing what zoning district would be most  
10 appropriate for the property as well as the land use. We did some preliminary research  
11 on what the zoning district is in the County. Right now they have R-1A which is a  
12 residential district very similar to ours. They also have low density residential future  
13 land use. The County's LDR land use is a bit more dense than ours. It is likely we will  
14 be recommending the same land use category. As far as the zoning category, we are  
15 going to research that more and will bring that forth at a later date. Our intent would be  
16 to make it as simple as possible.

17  
18 Commissioner Miller asked if this property is currently in unincorporated Seminole  
19 County.

20  
21 Mr. Noto said that was correct.

22  
23 Commissioner Lucarelli pointed out a piece of property on the overhead and questioned  
24 what it was.

25  
26 Mr. Noto said that is a separate piece of property that is not part of the annexation  
27 requests. It is not the Jehovah's property and is not Mr. Walker's property which is the  
28 next item on the agenda.

29  
30 Commissioner Lucarelli said so we are good going all around it.

31  
32 Mr. Noto answered affirmatively. He said Mr. Walker's property doesn't go around it so  
33 we are in good shape in that regard.

34  
35 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1553. No  
36 one came forward and the public hearing was closed.

37  
38 **Motion was made by Commissioner Lucarelli to approve the Annexation**  
39 **Agreement with the Lake Mary Florida Congregation of Jehovah's Witnesses for**  
40 **property located at 821 North Country Club Road and authorize the Mayor to**  
41 **execute, seconded by Commissioner Miller and motion carried by roll-call vote:**  
42 **Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner Miller,**  
43 **Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

1 B. Ordinance No. 1553 – Request from Lake Mary Florida Congregation of  
2 Jehovah’s Witnesses to annex property located at 821 North Country Club  
3 Road – First Reading (Public Hearing) (Steve Noto, City Planner)  
4

5 Ordinance No. 1553 was read by title only, discussed and public hearing held under  
6 Item A.  
7

8 **Motion was made by Commissioner Brender to approve Ordinance No. 1553 on**  
9 **first reading, seconded by Commissioner Lucarelli and motion carried by roll-call**  
10 **vote: Deputy Mayor Duryea, Yes; Commissioner Miller, Yes; Commissioner**  
11 **Lucarelli, Yes; Commissioner Brender, Yes; Mayor Meador, Yes.**  
12

13 C. Ordinance No. 1554 – Request from Jason Walker to annex property located  
14 at 845 North Country Club Road – First Reading (Public Hearing) (Steve  
15 Noto, City Planner)  
16

17 The Acting City Attorney read Ordinance No. 1554 by title only on first reading.  
18

19 Mr. Noto showed the subject property on the overhead. He said Mr. Walker came to  
20 staff requesting an annexation in order to receive water service. He is currently on a  
21 well. We researched his request and is when we came into contact with the Jehovah’s  
22 Witness property and the annexation agreement and opted to run those annexation  
23 requests at the same time.  
24

25 Mr. Noto said Mr. Walker’s property is not part of a platted subdivision and the home on  
26 the property was constructed in 1999. We have provided in the staff report similar  
27 findings of fact and annexation requirements for an annexation. We included some  
28 economic considerations based on the ad valorem tax rate that would be assessed for  
29 Mr. Walker’s property.  
30

31 Mr. Noto said staff is recommending approval of this item. It is our understanding that  
32 after it is approved at second reading, Mr. Walker will be coordinating with Public Works  
33 to make that water connection.  
34

35 Commissioner Brender said he understood how we are not creating an enclave. He  
36 asked about some of the adjacent properties directly to the east before the City property  
37 line makes that jog to the south. He asked if the properties immediately to the west on  
38 that circle were on well or county water.  
39

40 Mr. Noto said to the best of his knowledge they would be either on well or county water.  
41 We did not do any research on those properties as they are not directly impacting the  
42 annexation request from an enclave perspective or some of the other ways you are not  
43 supposed to do annexations. We kept our focus on these two properties. The property  
44 to the east is in good shape because the properties that surround it are in the County as  
45 well.  
46

1 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1554. No  
2 one came forward and the public hearing was closed.

3  
4 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1554 on**  
5 **first reading including all findings of fact, seconded by Commissioner Miller and**  
6 **motion carried by roll-call vote: Commissioner Miller, Yes; Commissioner**  
7 **Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Mayor**  
8 **Mealor, Yes.**

9  
10 D. Resolution No. 987 – Authorize submission of an application to the Florida  
11 Recreation Development Assistance Program (FRDAP) for a grant for  
12 Heritage Park

13  
14 The Acting City Attorney read Resolution No. 987 by title only.

15  
16 Ms. Sova said this is in support of an application for a FRDAP Grant for Heritage Park.  
17 One of the requirements for the grant is that Heritage Park either be in our  
18 Comprehensive Plan or that we have a resolution in place to resolve to fund the park if  
19 we were to be awarded the grant.

20  
21 Ms. Sova requested the Commission to authorize the Mayor to execute Resolution No.  
22 987 in support of a grant for Heritage Park.

23  
24 Commissioner Miller asked if there was an amount associated with this.

25  
26 Mr. Nipe said the request is for \$50,000 and there will be a match involved.

27  
28 Mayor Mealor said the Legislative Delegation will be meeting later but this is something  
29 we would like to go before the Seminole County Delegation just to make them aware of  
30 the application and to encourage their active support.

31  
32 **Motion was made by Commissioner Miller to approve Resolution No. 987**  
33 **authorizing the submission of an application to the Florida Recreation**  
34 **Development Assistance Program (FRDAP) for a grant for Heritage Park,**  
35 **seconded by Commissioner Lucarelli.**

36  
37 Commissioner Brender extended compliments to our grant writing extraordinaire Bryan  
38 Nipe. There are a lot of courses and all kinds of things out there about grant writing and  
39 Mr. Nipe puts it together well.

40  
41 Mr. Nipe said this was written by Gunnar Smith.

42  
43 **Motion carried unanimously.**

44  
45 10. Other Items for Commission Action

1 There were no items to discuss at this time.

2  
3 11. City Manager's Report

4  
5 A. Items for Approval

- 6  
7 a. Amendment to agreement with Advanced Data Processing, Inc.  
8 (Intermedix) for medical transport billing  
9

10 Ms. Sova said this is an amendment to the agreement for ADPI (Intermedix), our  
11 medical transport billing company. They bill for rescue services. We currently have a  
12 contract executed from January 1, 2015, for billing and technology services and they  
13 have come to us to implement a new program called Certified Public Expenditures  
14 (CPE). This program would be a new service to recover Medicaid funds that weren't  
15 previously available. Under the federal regulations for Medicaid we may obtain up to  
16 60% of the unreimbursed costs for providing those medical services to medically  
17 indigent adults as defined with incomes less than 133% of the federal poverty level.  
18 With the execution of this agreement we expect the maximum cost recovery in the first  
19 year to be about \$25,700.00 and \$175,600.00 in year two. Intermedix would charge us  
20 18% of those revenues to work with this program.

21  
22 Ms. Sova said the City of Sanford has piggybacked onto our contract. By us executing  
23 this, Sanford can execute one for themselves and it would be a great help to them.

24  
25 Ms. Sova asked the Commission to authorize her to execute Amendment No. 1 of the  
26 agreement.

27  
28 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**  
29 **execute Amendment No. 1 of the agreement with Advanced Data Processing, Inc.,**  
30 **seconded by Commissioner Brender and motion carried unanimously.**

- 31  
32 b. Purchase of new Fire Rescue Truck and Power-LOAD Stretcher  
33

34 Ms. Sova said this is a request to purchase a new fire rescue truck and a Power-LOAD  
35 stretcher. We have \$262,000.00 in the Fiscal Year 2017 budget for a new replacement  
36 rescue. It takes six to eight months to build and deliver to us. We will be utilizing the  
37 Florida Sheriff's Grant for a 2017 Ford F-450 AEV Type I ambulance from ETR at a cost  
38 of \$205,486.00 including an extended warranty, and also the purchase of a Power-Pro  
39 XT stretcher with Power-LOAD. Those will help our folks on duty to have those  
40 hydraulic stretchers that do the heavy lifting for them. We would also need to surplus  
41 Vehicle No. 355.

42  
43 Ms. Sova requested the Commission approve the purchase of the Ford F-450  
44 ambulance in the amount of \$205,486.00, the new Power-Pro stretcher in the amount of  
45 \$39,745.08, and surplus Rescue Vehicle No. 355.  
46

1 Deputy Mayor Duryea asked if it would be wise or has anybody considered keeping that  
2 as a backup in case one of the other ones goes out.

3  
4 Ms. Sova said we already have one so this is rotating all the way out. We are going to  
5 trade it in for \$2,000. We have used it up. We have our backup equipment. We have  
6 worked through the system to get that in place over the years.

7  
8 **Motion was made by Deputy Mayor Duryea to approve the purchase of a 2017**  
9 **Ford F-450 AEV Type I Rescue/Ambulance from ETR in the amount of**  
10 **\$205,486.00, a new Power-Pro XT Stretcher from Stryker Corporation in the**  
11 **amount of \$39,745.08 for a total amount of \$245,231.08, and declare the 2007**  
12 **International Rescue Vehicle No. 355 surplus and authorize the City Manager to**  
13 **dispose of. Seconded by Commissioner Brender and motion carried**  
14 **unanimously.**

15  
16 c. Purchase of new X-Series Manual Cardiac Monitor/Defibrillator  
17 w/accessories

18  
19 Ms. Sova said this is a request for the purchase of an X-Series cardiac defibrillator with  
20 accessories. We have \$48,000.00 in the budget and a new one will cost \$39,995.76.  
21 We are looking to surplus one and trade it in for \$2,000.00.

22  
23 Ms. Sova asked the Commission to approve the purchase from ZOLL Medical Group in  
24 the amount of \$39,995.36 and to surplus the 2000 M-Series cardiac monitor to be used  
25 as a trade in for \$2,000.00.

26  
27 **Motion was made by Commissioner Brender to approve the purchase of an X-**  
28 **Series Manual Cardiac Monitor/Defibrillator with accessories from ZOLL Medical**  
29 **Group in the amount of \$49,995.36 and declare ZOLL M-Series cardiac monitor**  
30 **surplus to be used as a \$2,000.00 trade in, seconded by Commissioner Lucarelli**  
31 **and motion carried unanimously.**

32  
33 d. Annual allocation of P.O.'s over \$35,000.00

34  
35 Ms. Sova said this is the annual allocation of purchase orders over \$35,000.00. All of  
36 these purchase orders are for an annual allotment. They are paid at under \$35,000.00  
37 a month but they do accrue to \$35,000.00 or more throughout the year. The list is in the  
38 staff report. All of these things we do throughout the year but don't want to issue  
39 multiple purchase orders.

40  
41 Mayor Mealar said we were able to raise the limit of purchases for our department  
42 heads. He asked if they also did that for the City Manager.

43  
44 Ms. Sova answered negatively. We have stuck with the State Statute number and she  
45 thought that was reasonable.

1 Deputy Mayor Duryea asked if the purchase order for Garganese, Weiss & D'Agresta  
2 was a monthly fee.

3  
4 Ms. Sova answered negatively. It is the City Attorney's annual budget.

5  
6 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**  
7 **execute purchase orders in excess of \$35,000.00 as listed in the staff report,**  
8 **seconded by Commissioner Brender and motion carried unanimously.**

9  
10 e. Surplus items from Police and Community Development Departments

11  
12 Ms. Sova said we have some items she would like declared surplus from Police and  
13 Community Development. The Police Department has many bicycles that they would  
14 like to donate to SafeHouse of Seminole and the Orlando Baseball Association once  
15 they have been declared surplus. Unit 2269, a 2012 marked Chevy Impala, was in an  
16 accident in July and we would like to make it surplus and Community Development has  
17 an envelope stuffer that no longer functions. The 2012 was in an accident at Lake  
18 Emma and Lake Mary Boulevard. The insurance company has paid for it and we need  
19 to declare it surplus so they can come take it away.

20  
21 Commissioner Miller questioned abandoned property in the subject of the memo.

22  
23 Ms. Sova said we have followed all the abandoned property procedures. This is stuff  
24 they find, gets left, gets collected and we do follow the statute to declare it surplus.  
25 There was a notice on the door of the police station. Sometimes people don't come and  
26 pick things back up, sometimes our police officers find things, and people turn things in.  
27 There are a variety of reasons we might have these bicycles and things on hand.

28  
29 Commissioner Miller asked what the Orlando Baseball Association was. He had never  
30 heard of that.

31  
32 Ms. Sova explained that was suggested by Chief Bracknell and he is not here. She said  
33 she could bring this back or scratch that and donate to SafeHouse.

34  
35 Deputy Mayor Duryea asked what they did with the bicycles and if they gave them to  
36 kids.

37  
38 Ms. Sova said that is what SafeHouse does. Some of bicycles in the past somebody  
39 will clean them up and donate them. Clearly these are not brand new bicycles.

40  
41 Commissioner Lucarelli agreed with Commissioner Miller to give them to SafeHouse.

42  
43 **Motion was made by Commissioner Miller to declare the bicycles listed in the**  
44 **staff report surplus and donate to SafeHouse of Seminole, declare Police Vehicle**  
45 **No. 2269 and Pitney Bowes Unit D1200 envelope stuffer surplus and City Manager**

1 **to dispose of same. Seconded by Commissioner Lucarelli and motion carried**  
2 **unanimously.**

3  
4 B. Items for Information

5  
6 a. Monthly Department Reports

7  
8 C. Announcements

9  
10 Ms. Sova thanked all employees for their hard work before, during and after the  
11 hurricane. Everybody pulled together and worked very hard. We were well prepared.  
12 We executed our plan. Our emergency management team had us on task and  
13 everybody did what they were supposed to do and followed through. It worked very  
14 well. We were lucky it wasn't worse than it was. He had a drill with the Orlando United  
15 Race where instead of doing a tabletop drill we got up into action and we were well  
16 prepared for what we went through.

17  
18 Ms. Sova said crews are still working, debris is still out there. Our crews are working on  
19 what we are responsible for and Waste Pro is working on the rest of the debris. We are  
20 getting it handled but it is still not totally cleaned up. We had one area of the City--  
21 Evansdale, Island Drive, Shady Oaks and Cardinal Oak--that seemed to get hit a lot  
22 harder than the rest of the areas in the City as well as there is a lot of voluntary removal  
23 of trees and things creating a lot of debris in that area. We are working as best we can.  
24 We will have another claw truck out this week. It will probably take another two weeks  
25 to get it wrapped up. We are on task and are working hard. People are starting to get  
26 frustrated but there has not been much of that which is very good.

27  
28 Ms. Sova welcomed Krystal Clem, our new Senior Planner. Krystal is a graduate of FIT  
29 with both a Bachelor's and Master's degree. She holds an AICP and is a certified GIS  
30 professional. We are happy to have her on board.

31  
32 Ms. Sova congratulated our Senior Code Enforcement Officer, Bruce Fleming. He was  
33 recently sworn in as President of the Central Florida Code Enforcement Association for  
34 the next two years.

35  
36 12. Mayor and Commissioners' Reports – 1

37  
38 Mayor Mealor had no report at this time.

39  
40 Commissioner Brender said the CALNO meeting that was to be hosted by the School  
41 Board was canceled due to the hurricane. The School Board will be hosting on  
42 November 2nd. We will get an update from Walt Griffin on how things are currently with  
43 Seminole County Schools. That is at 6:00 P.M. at the Educational Sports Center  
44 downstairs training room.

1 Commissioner Brender said he attended the quarterly Alliance for Children meeting.  
2 The numbers are always shocking but unfortunately this quarter we had 1,462 call-ins  
3 for child protection, reports of abuse and that sort of thing. That was a sizable increase  
4 over some previous quarters although after talking about it we tended to realize that  
5 September/October are high months because teachers get back involved in kids' lives.  
6 We are finding that the teachers of these kids are the ones that are finding and reporting  
7 a lot of these abuse cases. Kids are showing up at school in September and it is the  
8 teachers who are asking it looks like you haven't changed your clothes in six months  
9 and the kid admits that he has been homeless for six months. The numbers are always  
10 shocking of what's out there, what's reported, what can be done about it. We are  
11 maintaining a good group of both public and private services that are out there for these  
12 kids as well as a lot of these families going through these situations.

13  
14 Commissioner Brender said Saturday we are doing the drug turn-in program. If you  
15 have old drugs it is best to turn it into police departments on Saturday from 10:00 A.M.  
16 to 2:00 P.M. and get rid of them that way. He read an article where somebody took  
17 some water from the middle of the Pacific Ocean and it turned up positive for having tiny  
18 amounts of Tylenol. The reason is a lot of these drugs are designed to be dissolved in  
19 water and once they are dissolved in water and used by the patients they go straight  
20 through our sewer systems right into our water, meaning the lakes, rivers, and oceans.

21  
22 Deputy Mayor Duryea asked how we are doing with the agreement with CareHere and  
23 how is that working out.

24  
25 Ms. Sova said it is working out very well. We have proven that operating the clinic has  
26 driven down the cost of our health insurance. For CareHere we haven't had any  
27 increase in cost as far as the per member per month. The only increase in cost we  
28 have had since signing up with CareHere is we have added additional doctor hours. It  
29 became helpful when we partnered with the City of Sanford so we have that five-day-a-  
30 week coverage for our employees as well as theirs. It works very well. The imaging  
31 costs and being able to use imaging through them rather than through our insurance is  
32 a significant difference for us. It has worked out well. Employees love it.

33  
34 Deputy Mayor Duryea said he was happy with it.

35  
36 Deputy Mayor Duryea said he read somewhere that the Griffin property is going to have  
37 a big tenant. He asked Mr. Tomerlin if he knew anything about that.

38  
39 Ms. Sova said we have had a little bit of vague contact. They have been into the City  
40 before and really clamped down on our ability to speak about that. They can share  
41 experiences where they have dropped projects because the conversation got into the  
42 community. This conversation got into the community by Unicorp and not by us. We  
43 have had some contact with them. They have asked about what certain permits would  
44 cost, what kinds of things they can do there, what the zoning allows and things like that.  
45 That has been Unicorp's contact with that group.

46

1 Commissioner Miller said he attended the groundbreaking (for the Griffin property) this  
2 morning and it was well handled. Weekley Homes is probably going to be better than  
3 he imagined given some of the things they said today. He said he was proud it was  
4 Weekley Homes doing what they are doing there. We took a look at their Twelve Oaks  
5 after it was over. They had a \$689,000 house that blew him away. He thought we will  
6 be happy with Griffin Farm and it is off and running now.

7  
8 Commissioner Lucarelli thanked staff for everything they did through the hurricane and  
9 all their hard work and sacrifice. It is greatly appreciated.

10  
11 Commissioner Lucarelli said her company, North American Crane Bureau, had their  
12 annual conference this year at the Orlando-Lake Mary Marriott and the Mayor was kind  
13 enough to grace us with his presence at the opening ceremonies. Her employer was  
14 very happy and she thanked the Mayor for attending.

15  
16 Mayor Mealar said we are very fortunate in that the North American Crane Bureau  
17 would normally host their function in either Las Vegas or Tahoe and they chose the  
18 Lake Mary Marriott. From the feedback he got everyone was very well pleased. He  
19 thanked Commissioner Lucarelli for the opportunity to address that group. They do  
20 good work.

21  
22 Mayor Mealar thanked our staff. The groundbreaking with Unicorp and David Weekley  
23 Homes for both Griffin Farm and Griffin Park represents a significant moment in Lake  
24 Mary's development history. This could not have happened had we not had the creative  
25 expertise of our staff that was able to look at 35 acres that could have been done in a  
26 manner that probably would have not been to the best long term interest of our  
27 residents. What we saw today has the potential to be a very significant project not just  
28 for Lake Mary but for the region.

29  
30 Commissioner Miller said there was something mentioned about one thing going in  
31 called Fitness 24 and it's going to be a two-story fitness center. It will have a swimming  
32 pool. They have got that signed and that is done. There was another thing they talked  
33 about that has been in the paper and Mr. Woodall was very clear in saying they are  
34 talking about it a lot but there is nothing done about that.

35  
36 Mayor Mealar said just look at their recent development in Winter Park. It is 100%  
37 occupancy and thought it bodes well for what we are going to be able to provide our  
38 community.

39  
40 13. City Attorney's Report

41  
42 Mr. Johnson said he had nothing to report other than convey Katie Reischmann's  
43 regrets that she couldn't be here tonight.

44  
45 Mayor Mealar said it is always a pleasure to have Mr. Johnson here and we are  
46 fortunate that we are represented by his award winning firm.

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14. Adjournment

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

\_\_\_\_\_  
David J. Mealor, Mayor

\_\_\_\_\_  
Mary Campbell, Deputy City Clerk

ATTEST:

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

DRAFT



## **MEMORANDUM**

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Gunnar Smith, Parks & Recreation Business Manager  
Radley Williams, Recreation and Events Manager

THRU: Bryan Nipe, Director of Parks and Recreation

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1550 - Amending Chapter 92 of the Code of Ordinances entitled "Parks and Playgrounds", amending fees charged for the use of the facilities and programs - Second Reading (Bryan Nipe, Parks & Recreation Director)

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Fees for use of many parks and recreation facilities and programs operated and maintained by the City of Lake Mary have remained unchanged for many years, while costs for maintenance and operation have slowly increased year after year. To help prevent a widening imbalance, staff reviewed costs and conducted a market analysis of similar facilities in the surrounding community (see attached). As a result, the following fee updates are proposed to Chapter 92: Parks and Playgrounds, of the Code of Ordinances.

- **Lake Mary Events Center** – Saturday rate increase from \$3,200 to \$3,500.
- **Lake Mary Community Center** – Increase resident rates by \$5 per hour and non-resident rates by \$10 per hour, in both Room 1 and Room 2. Increase refundable damage deposit fee for one room by \$50, to \$200. Create full building refundable damage deposit fee of \$300.
- **Lake Mary Sports Complex** – Reclassify current general rental rate to create resident and non-resident rates for baseball/softball fields, multipurpose/soccer field, and basketball courts. Resident rates would be the current hourly rental rates, while non-resident rental rates would be an additional \$10 per hour. Create a Field Preparation fee of \$10 per game for any rental that needs additional

preparations for game play (i.e. chalk foul lines). Remove the fee giving AAU/ASSSA leagues special Sunday rate of \$75 plus tax for six hours of usage.

- **Skate Park** – Remove current daily and annual pass fees. Change park rental fee to \$50 per hour (minimum two hours) and open up park rental availability to any time during the park’s hours of operation.
- **Splash Pad at Trailblazer Park** – Raise resident season pass from \$15 per person to \$20 per person. Leave daily fee at \$2 per person.
- **Batting Cages** – Create a new \$1 per token fee.
- **Central Park Gazebo** – Remove half-day/full-day rental rate structure and replace with an hourly rental structure (minimum of two hours) for residents at \$25 per hour and non-residents \$35 per hour. Remove language regarding when reservations can be made to be consistent with language in ordinance for other park and recreation rental facilities.
- **New recommended fees for all rental facilities** –
  - Excessive cleaning fee - \$50 per hour
  - Overtime charge – two (2) times the hourly rate
  - Additional staffing fee (minimum two hours) - \$35 per hour
- **Adult Softball** – Increase registration from \$300 to \$400 per team/season.
- **Adult Kickball** – Increase registration from \$200 to \$300 per team/season.
- **Summer Camp** – Increase non-resident registration \$10 to \$135 per week.

**RECOMMENDATION:**

Request Commission approve proposed fee changes for the listed park and recreation facilities and authorize Mayor to execute Ordinance No. 1550 adopting said changes into Chapter 92 of the Code of Ordinances.

Attached:

1. Facility/Program Fee Analysis

ORDINANCE NO. 1550

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 92 OF THE CODE OF ORDINANCES ENTITLED "PARKS AND PLAYGROUNDS"; AMENDING FEES FOR THE USE OF THE LAKE MARY PARKS AND FACILITIES; ESTABLISHING ADDITIONAL FEES FOR SERVICES BEING PROVIDED; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the fees for use of many parks and recreation facilities and

programs have remained unchanged for many years while the costs for maintenance and operation have slowly increased year after year; and

WHEREAS, to help prevent a widening imbalance, staff reviewed costs and conducted a market analysis of similar facilities and programs in surrounding cities; and

WHEREAS, words with single underlined type shall constitute additions and ~~strike through~~ shall constitute deletions to the original text from the language existing prior to adoption of this Ordinance.

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

SECTION 1. That Chapter 92 of the Code of Ordinances entitled "Parks and Playgrounds" is hereby amended as follows:

**92.09 CENTRAL PARK; GAZEBO.**

~~(A) Reservations for Central Park/gazebo must be made at Lake Mary Community Center during regular business hours (8:00 a.m. to 5:00 p.m. Monday-Friday) at least three business days in advance.~~

~~(B)~~ **(A)** All facilities are reserved on a first come basis. All park facilities are provided to the user "as is" and all preparation, set up, take down, and clean up shall be the responsibility of the user.

~~(C)~~ **(B)** A refundable deposit of \$100 shall be required in addition to the standard fees and must be received with the required reservation form. This deposit is subject to forfeiture for the following reasons:

(1) Excessive clean up required.

(2) Damage of facilities or furnishings. (Damage exceeding the deposit amount shall be assessed and billed to the reserving party.)

~~(D)~~ **(C)** Alcohol is prohibited in the city parks.

~~(E)~~ **(D)** The use of city facilities for the purpose of fund raising or selling goods or services must be approved by the City Manager or his or her designee prior to signing the rental agreement.

~~(F)~~ **(E)** Fee schedule for the use of the gazebo and adjacent picnic grounds:

Residents	<del>\$50/half day</del> <u>\$25/hour (minimum of two hours)*</u>	<del>\$75/full day</del>
Non-Residents	<del>\$75/half day</del> <u>\$35/hour (minimum of two hours)*</u>	<del>\$100/full day</del>
<b>Half Day</b>	<b>Monday – Friday</b>	<b>5:30 p.m. – 9:30 p.m.*</b>
	<b>Saturday – Sunday &amp; official city holidays</b>	<b>9:00 a.m. – 2:00 p.m. 3:30 p.m. – 9:30 p.m.</b>
<b>Full Day</b>	<b>Saturday – Sunday &amp; official city holidays</b>	<b>9:00 a.m. – 9:30 p.m.</b>
<b><u>Additional Staffing Fee</u></b>	<b><u>\$35/hour</u></b>	
<b><u>Excessive Cleaning Fee</u></b>	<b><u>\$50/hour</u></b>	
<b><u>Overtime Charge</u></b>	<b><u>2 times the hourly rate</u></b>	
*no rentals prior to 5:30 p.m. on weekdays, unless it is designated as an official city holiday.		

 § 92.10 TENNIS FACILITY. NO CHANGE

**92.11 SKATEBOARD/BIKE PARK.**

Fee schedule for the use of the skateboard/bike park located at the Sports Complex. Applicable sales tax will be added.

Daily Pass	\$2
Annual Pass	\$20

<b><u>\$50/hour (minimum two hours) during park's hours of operation</u></b>	
<b>Private Parties — on Saturdays and Sundays Only</b>	
<b>10:00 a.m. - 11:30 a.m.</b>	<b><del>\$75 plus applicable tax for 20 people or less</del></b>
<b>-</b>	<b>Daily fee per person over 20 not to exceed a total of 40</b>
<b>6:30 p.m. — 8:00 p.m.</b>	<b><del>\$75 plus applicable tax for 20 people or less</del></b>
<b>-</b>	<b>an additional \$25 plus applicable sales tax</b>
<b>8:00 p.m. - 8:30 p.m.</b>	<b>an additional \$25 plus applicable sales tax</b>
<b>8:30 p.m. - 9:00 p.m.</b>	<b>an additional \$25 plus applicable sales tax</b>
<b>-</b>	<b>Daily fee per person over 20 not to exceed a total of 40</b>
<b><u>Additional Staffing Fee</u></b>	<b><u>\$35/hour</u></b>
<b><u>Excessive Cleaning Fee</u></b>	<b><u>\$50/hour</u></b>
<b><u>Overtime Charge</u></b>	<b><u>2 times the hourly rate</u></b>

**§ 92.12 ADULT SOFTBALL PROGRAM/BASEBALL FIELDS/MULTI-PURPOSE FIELD/KICKBALL.**

(A) If an adult softball league(s) is established by the city it will be sanctioned by the Amateur Softball Association and administrated by rules as set forth by the city and the Amateur Softball Association.

(B) Each team participating in the city recreation adult softball league program will pay a fee of ~~\$300~~ **\$400** per season. All fees will be due and paid in advance of league play.

~~(C) A \$15 per hour/per field fee for the rental of the softball field and baseball fields before 7:00 p.m. and an additional \$10 per hour/per field fee after 7:00 p.m. will be charged to all users other than for city recreation and other city sponsored games. A \$20 fee per hour for the rental of multi-purpose field before 7:00 p.m. and an additional \$10 per hour after 7:00 p.m. will be charged to all users other than for the city recreation and other city sponsored games.~~

**(C) Rentals Baseball/Softball Fields and Multi-Purpose/Soccer Fields. Fees will be charged to all users other than for the city recreation and other city sponsored games.**

<b><u>BASEBALL/SOFTBALL FIELDS</u></b>	<b><u>Before 7:00PM</u></b>	<b><u>After 7:00PM</u></b>
<b><u>Residents</u></b>	<b><u>\$15 per hour/per field</u></b>	<b><u>\$25 per hour/per field</u></b>
<b><u>Non-Residents</u></b>	<b><u>\$25 per hour/per field</u></b>	<b><u>\$35 per hour/per field</u></b>
<b><u>MULTI-PURPOSE/SOCCER FIELD</u></b>	<b><u>Before 7:00PM</u></b>	<b><u>After 7:00PM</u></b>
<b><u>Residents</u></b>	<b><u>\$20 per hour per field</u></b>	<b><u>\$30 per hour per field</u></b>
<b><u>Non-Residents</u></b>	<b><u>\$30 per hour per field</u></b>	<b><u>\$40 per hour per field</u></b>
<b><u>HALF OF MULTI-PURPOSE/SOCCER FIELD</u></b>	<b><u>Before 7:00PM</u></b>	<b><u>After 7:00PM</u></b>
<b><u>Residents</u></b>	<b><u>\$10 per hour per field</u></b>	<b><u>\$15 per hour per field</u></b>
<b><u>Non-Residents</u></b>	<b><u>\$15 per hour per field</u></b>	<b><u>\$20 per hour per field</u></b>
<b><u>A Field Preparation Fee of \$10 per game will be charged for any rental that needs additional preparations for game play, i.e, chalk foul lines, etc.</u></b>		
<b><u>\$35/hour Staffing Fee</u></b>		

This section shall not apply to Lake Mary Little League. ~~AAU/USSSA Leagues can rent the field for five hours on Sundays between 8:00 a.m. and 6:00 p.m. for \$75 plus tax and get the sixth hour free.~~ Applicable sales tax shall also be charged. Full-time employees shall be entitled to a 50% discount of rental rates.

(D) Lake Mary Little League shall pay the city two payments of \$6,250 each for two distinct blocks of time during each year, spring season and fall season. These blocks will apply to Fields 1, 2 and 3, Monday through Saturdays and Field 4 on Saturdays only and on Tuesdays and Thursdays if needed for a girls softball program. The dates for

each season shall be provided to the Parks and Recreation Director at least 30 days prior to each season and if acceptable, will be approved by the Director.

~~(E) Rental of half the multi-purpose field will be \$10 per hour before 7:00 p.m. and \$15 per hour after 7:00 p.m.~~

(F) Teams will be required to register all players prior to commencement of adult softball league play and will be required to maintain a valid team roster with the city. No more than two games may be played during the same time frame on the multi-use field and no more than four teams may simultaneously use said field. No tents, chairs, benches, etc. may be located or placed on the field without written permission from the Parks and Recreation Director.

(G) Adult kickball program: ~~\$200~~ \$300 per team, per season.

### 📖 § 92.13 BASKETBALL COURTS AT THE SPORTS COMPLEX.

The following reservation plan is hereby established:

(A) Reservations would have to be made at least three business days in advance for one of the two courts. Only one court at a time is to be reserved, except for city sponsored leagues and/or special event type activities.

(B) The fee is \$10 per hour for residents and \$20 per hour for non-residents, day or night. Lighting is included until court closing at 10:00 p.m. nightly.

(C) The contract used for field rentals is hereby amended to include basketball courts.

### 📖 § 92.14 BATTING CAGES

The fee for use of Batting Cages at the Sports Complex is \$1.00 per token.

## NAMING

📖 § 92.20 GUIDELINES FOR NAMING OF CITY PARKS, FACILITIES, STREETS, AND OTHER CITY-OWNED PROPERTY. NO CHANGE

## FEES

📖 § 92.25 AMENDING FEES. – No Change

## LAKE MARY EVENTS CENTER

📖 § 92.30 DISCOUNTS. – NO CHANGE

📖 § 92.31 (RESERVED).

📖 § 92.32 BLOCK RATES.

(A) Daytime and weekday evening block rates are available.

<b><i>Weekday blocks are Monday - Thursday</i></b> 8:00 a.m. through 4:30 p.m., Friday 8:00 am. through 2:00 p.m., and Monday - Wednesday 6:00 p.m. through 11:00 p.m.	
<b><i>Daytime Block Rental</i></b>	<b><i>Daytime Block Rates</i></b>
Grand Ballroom	\$550
Ballroom A	\$400
Ballroom B	\$350
Meeting Room	\$300
Conference Room	\$155
Conference Room (2 hours only)	\$60

Rotunda	\$400
Full Building	\$850
Lakeside Ceremony Site (2 hours only)	\$350
<b>Weekday evening blocks -</b> Thursday 4:00 p.m. through 11:00 p.m.	
<b>Thursday Evening Block Rental</b>	<b>Evening Block Rates</b>
Full Building	\$1,250
<b>Friday evening block is</b> 3:00 p.m. through 11:00 p.m.	
<b>Friday Evening Block Rental</b>	<b>Friday Evening Block Rates</b>
Full building rental	\$2,500
<b>Saturday Daily Rental</b>	<b>Daily Rate</b>
Any 8-hour block between 10:00 a.m. - 11:00 p.m.	<del>\$3,200</del> <b>\$3,500</b>
<b>Sunday and Holiday* Daily Rental</b>	<b>Daily Rate</b>
Any 8-hour block between 10:00 a.m. - 11:00 p.m.	\$2,500
* If a holiday falls on a Saturday, Saturday rates shall apply.	
<b>Sunday Rentals - Prior to a Monday Holiday</b>	<b>Daily Rate</b>
Any 8-hour block between 10:00 a.m. - 11:00 p.m.	\$3,200

(B) If a Saturday is not rented 60 days out, the Friday evening block rate applies.  
Remainder remains unchanged

### CITY OF LAKE MARY FARMER'S MARKET

 **§ 92.50 FARMER'S MARKET. NO CHANGE**

### TRAILBLAZER PARK

 **§ 92.55 FEES.**

Entrance to the playground shall remain free to all users. The following fees are hereby established for the use of the splash park:

(A) *Daily fees:* \$2 per person per day. Fees to be non-refundable in the event of inclement weather.

(B) *Annual pass:* Resident - ~~\$15~~ **\$20** per person.

Remainder remains unchanged

### SENIOR CENTER

 **§ 92.60 FEES. – NO CHANGES**

**LAKE MARY CEMETERY**

📖 § 92.70 - 📖 § 92.79 NO CHANGE

**LAKE MARY COMMUNITY CENTER**

**📖 § 92.80 FEES.**

The following fees are hereby established for use of the Lake Mary Community Center. Sales tax as applicable shall also be paid. Full-time city employees shall pay the city resident fee on rentals.

	<b>Room 1</b>	<b>Room 2</b>
Rental Fee	<del>\$70</del> <b>\$80</b> per hour (2 hour minimum)	<del>\$50</del> <b>\$60</b> per hour (2 hour minimum)
City Resident Fee*	<del>\$50</del> <b>\$55</b> per hour (2 hour minimum)	<del>\$35</del> <b>\$40</b> per hour (2 hour minimum)
Refundable Deposit	<del>\$150</del> <b>\$200</b>	<del>\$150</del> <b>\$200</b>
	<b><u>FULL BUILDING \$300</u></b>	
TV/DVD	\$25	\$25
Cancellation Notice	60 days	60 days
*City Resident Discount - must reside in the city limits of Lake Mary to be eligible for the discount. Proof of residency required.		

**SUMMER CAMP**

**📖 § 92.90 FEES.**

The following fees are hereby established for summer camp.

	<b>City Resident*</b>	<b>Non-Resident</b>
Two-Week Program	\$200 per child	<del>\$250</del> <b>\$270</b> per child
One-Week Program	\$100 per child	<del>\$125</del> <b>\$135</b> per child
Late Pick-up Fee	\$5 for every 10 minutes late	
*A resident is someone who lives within the corporate city limits of Lake Mary. Proof of residency will be required. Full-time city employees shall pay the same fee as a resident.		

**SECTION 2. Codification.** 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 re-lettered 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. Effective Date.** This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2016.

FIRST READING: September 22, 2016

SECOND READING: November 3, 2016

Attest:

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

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

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

\_\_\_\_\_  
CATHERINE D. REISCHMANN, CITY ATTORNEY

## Fees for Facility Use

FEE Location	FEE	Current FEE	Proposed FEE	AMT Increase/Decrease	% Increase
Events Center	Saturday Full Building	\$ 3,200.00	\$ 3,500.00	\$ 300.00	9.4% increase
Community Center <i>hourly rates are 2 hr minimums</i> <i>Tax would be added</i>	<b>Resident Fees:</b>				
	Room 1 (Hourly)	\$ 50.00	\$ 55.00	\$ 5.00	10% increase
	Room 2 Resident (Hourly)	\$ 35.00	\$ 40.00	\$ 5.00	14.3% increase
	<b>Non-Resident Fees:</b>				
	Room 1 (Hourly)	\$ 70.00	\$ 80.00	\$ 10.00	14.3% increase
	Room 2 (Hourly)	\$ 50.00	\$ 60.00	\$ 10.00	20% increase
	<b>Other Fees:</b>				
	Damage Fee- one room (refundable)	\$ 150.00	\$ 200.00	\$ 50.00	33.3% increase
	Damage Fee- full building (refundable)	\$ -	\$ 300.00	\$ 300.00	<b>Proposed NEW FEE</b>
	Excessive Cleaning Fee (Hourly)	\$ -	\$ 50.00	\$ 50.00	<b>Proposed NEW FEE</b>
	Overtime Charge	2 times the hourly rate			
	TV add-on	\$ 25.00	\$ -	\$ -	
Sports Complex <i>Tax would be added</i> <i>All fees are hourly</i>	<b>Resident Fees: (currently not classified as resident/non-resident fees)</b>				
	Baseball Fields (before 7pm)	\$ 15.00	\$ 15.00	\$ -	
	Baseball Fields (after 7pm)	\$ 25.00	\$ 25.00	\$ -	
	Multipurpose Field (before 7pm)	\$ 20.00	\$ 20.00	\$ -	
	Multipurpose Field (after 7pm)	\$ 30.00	\$ 30.00	\$ -	
	Basketball Court	\$ 10.00	\$ 10.00	\$ -	
	<b>Non-Resident Fees: (currently not classified as resident/non-resident fees)</b>				
	Baseball Fields (before 7pm)	\$ 15.00	\$ 25.00	\$ 10.00	66.6% increase
	Baseball Fields (after 7pm)	\$ 25.00	\$ 35.00	\$ 10.00	40% increase
	Multipurpose Field (before 7pm)	\$ 20.00	\$ 30.00	\$ 10.00	50% increase
	Multipurpose Field (after 7pm)	\$ 30.00	\$ 40.00	\$ 10.00	33.3% increase
	Basketball Court	\$ 10.00	\$ 20.00	\$ 10.00	100% increase
	AAU/USSSA Sunday fee (6 hours of usage)	\$ 75.00	\$ -	\$ (75.00)	<b>Proposed FEE REMOVAL</b>

FEE Location	FEE	Current FEE	Proposed FEE	AMT Increase/Decrease	% Increase
<b>Sports Complex</b> <i>continued...</i>	<b>New proposed fees:</b>				
	Field Prep for Games	\$ -	\$ 10.00	\$ 10.00	<b>Proposed NEW FEE</b>
	Additional Staffing fee (hourly)	\$ -	\$ 35.00	\$ 35.00	<b>Proposed NEW FEE</b>
<b>Skate Park</b> <i>hourly rates are 2 hr minimums</i>	Daily	\$ 2.00	\$ -	\$ (2.00)	<b>Proposed FEE REMOVAL</b>
	Year Pass	\$ 20.00	\$ -	\$ (20.00)	<b>Proposed FEE REMOVAL</b>
	Park Rental (1.5 hours)	\$ 75.00	\$ -	\$ (75.00)	<b>Proposed FEE REMOVAL</b>
	Park Rental (additional 30 mins)	\$ 25.00	\$ -	\$ (25.00)	<b>Proposed FEE REMOVAL</b>
	Park Rental Damage Fee (refundable)	\$ 100.00	\$ -	\$ -	
	Park Rental (hourly, w/ 2 hr min)	\$ -	\$ 50.00	\$ 50.00	<b>Proposed NEW FEE</b>
	Additional Staffing fee (hourly)	\$ -	\$ 35.00	\$ 35.00	<b>Proposed NEW FEE</b>
	Excessive Cleaning Fee (Hourly)	\$ -	\$ 50.00	\$ 50.00	<b>Proposed NEW FEE</b>
	Overtime Charge	<b>2 times the hourly rate</b>			<b>Proposed NEW FEE</b>
<b>Splash Pad</b> <i>Tax would be included</i>	Daily	\$ 2.00	\$ 2.00	\$ -	
	City Resident Season Pass	\$ 15.00	\$ 20.00	\$ 5.00	33.3% increase
<b>Batting Cages</b> <i>Tax would be included</i>	Per token	\$ -	\$ 1.00	\$ 1.00	<b>Proposed NEW FEE</b>
<b>Central Park</b> <i>hourly rates are 2 hr minimums</i> <i>Tax would be added</i>	<b>Resident Fees:</b>				
	Half-day	\$ 50.00	\$ -	\$ (50.00)	<b>Proposed FEE REMOVAL</b>
	Full-day	\$ 75.00	\$ -	\$ (75.00)	<b>Proposed FEE REMOVAL</b>
	Gazebo (hourly)	\$ -	\$ 25.00	\$ 25.00	<b>Proposed NEW FEE</b>
	<b>Non-Resident Fees:</b>				
	Half-day	\$ 75.00	\$ -	\$ (75.00)	<b>Proposed FEE REMOVAL</b>
	Full-day	\$ 100.00	\$ -	\$ (100.00)	<b>Proposed FEE REMOVAL</b>
	Gazebo (hourly)	\$ -	\$ 35.00	\$ 35.00	<b>Proposed NEW FEE</b>
	<b>Other Fees:</b>				
	Additional Staffing fee (hourly)	\$ 35.00	\$ 35.00	\$ -	<b>Was City Hall restroom fee</b>
	Gazebo Damage fee (refundable)	\$ 100.00	\$ -	\$ -	
	Excessive Cleaning Fee (hourly)	\$ -	\$ 50.00	\$ 50.00	<b>Proposed NEW FEE</b>
Overtime Charge	<b>2 times the hourly rate</b>			<b>Proposed NEW FEE</b>	

## Fees for Programs

FEE Location	FEE	Current FEE	Proposed FEE	AMT Increase/Decrease	% Increase
Adult Softball	Season Registration	\$ 300.00	\$ 400.00	\$ 100.00	33.33% increase
Adult Kickball	Season Registration	\$ 200.00	\$ 300.00	\$ 100.00	50% increase
Youth Summer Camp	Resident Camper	\$ 100.00	\$ -	\$ -	
	Non-resident Camper	\$ 125.00	\$ 135.00	\$ 10.00	8% increase
Farmers Market	Full-time Vendor (per Saturday)	\$18	\$ -	\$ -	
	Part-time Vendor (per Saturday)	\$25	\$ -	\$ -	

## Fees for Facility Use

Comments	Comparables	Capacity	Resident Hourly Rate	Resident discounts
<p><b>Events Center</b></p> <p>This \$300 increase per Saturday will increase revenue approximately \$15,600 per year. This revenue increase will cover any expense increases over the next few years.</p>				
<p><b>Community Center</b></p> <p>FY16 projected rental revenue is \$87,540, with a FY16 operating budget of \$128,380, which results in a 68.1% cost recovery (strictly from rental revenue). Based off of FY 16 rental figures, proposed fee increase would account for an additional estimated \$14,000 in rental revenue over FY17. FY17 estimated rental revenue would be \$101,540, with the FY17 operating budget at \$132,880. Estimated cost recovery would be 76.4% (strictly from rental revenue).</p>	<p>Winter Park Country Club</p> <p>Winter Park Civic Center</p> <p>Winter Park Azalea Lane Rec Center</p> <p>Winter Park Womens Club (weekday)</p> <p>Winter Park Lake Island Hall</p> <p>Winter Park Womens Club (weekends)</p> <p>Winter Garden Jessie Brock Community Center</p>	<p>80</p> <p>140</p> <p>70</p> <p>120</p> <p>70</p> <p>120</p> <p>175</p>	<p>\$ 112.50</p> <p>\$ 153.85</p> <p>\$ 70.00</p> <p>\$ 122.00</p> <p>\$ 80.00</p> <p>\$ 144.00</p> <p>\$ 90.00</p>	<p>20% resident discount</p> <p>20% resident discount</p> <p>20% resident discount</p> <p></p> <p></p> <p></p> <p>\$20 discount</p>
<p><b>Sports Complex</b></p> <p>Recommending no increase to field rental fees for City residents. Recommending new non-resident fees for all field rental rates to help pay for gradual increases of maintenance and operating costs since the rental fees were originally set in place. Also recommending removing the special Sunday fee for AAU/USSSA leagues (\$75+tax for 5 hours of usage). This fee was seldom used and would not be consistent with proposed fee changes.</p>	<p>Seminole County Sports Complex (before 5)</p> <p>Seminole County Sports Complex (after 5)</p> <p>Winter Springs fields (resident)</p> <p>Winter Springs fields (resident)</p> <p>Winter Springs fields (non-resident)</p> <p>Winter Springs fields (non-resident)</p> <p>Longwood baseball only (without lights)</p> <p>Longwood baseball only (with lights)</p>	<p>b/f 5</p> <p>a/f 5</p> <p>b/f 5</p> <p>a/f 5</p> <p>b/f 5</p> <p>a/f 5</p>	<p>\$ 25.00</p> <p>\$ 35.00</p> <p>\$ 20.00</p> <p>\$ 30.00</p> <p>\$ 40.00</p> <p>\$ 45.00</p> <p>\$ 15.00</p> <p>\$ 25.00</p>	<p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>

Comments	Comparables	Capacity	Resident Hourly Rate	Resident discounts
<b>Skate Park</b> Recommend removing Daily and Year Pass. Change park rental fee to \$50/hr with minimum 2 hour rental. Offer ability to rent park anytime during hours of operation.	Longwood Candyland Park Skate Park		FREE	
	Deltona Skate Park 2 year member pass		\$ 5.00	no daily fee
	Oviedo Skate Park Member skate session		\$3-\$4-\$5	depending on day
	Oviedo Skate Park Non-Member skate session		\$8 or \$10	depending on day
	Oviedo Skate Park Member bmx session		\$2 or \$3	depending on day
	Oviedo Skate Park Non-Member bmx session		\$3 or \$4	depending on day
	Oviedo Skate Park Membership Resident		\$ 20.00	
	Oviedo Skate Park Membership Non-resident		\$ 25.00	
<b>Splash Pad</b> The proposed City resident season pass rate equates to 10 visits to the splash pad during the season. Any visits beyond the first 10 visits are essentially free to the City resident.	Sanford Ft Mellon Park Splash Pad	daily	\$ 2.00	
	Sanford Ft Mellon Park Splash Pad	season	\$ 25.00	
	Sanford Ft Mellon Park Splash Pad	1st Friday	FREE	
	Winter Springs Splash Pads (resident)	season	FREE	100% discount
	Winter Springs Splash Pads (non-resident)	daily	\$ 3.00	
<b>Batting Cages</b> New Fee- one token gets twelve pitches				
<b>Central Park</b> Recommending removal of half-day and full-day fees. Replace with hourly rental rates, with a two hour minimum. Resident discount works out to 28.6%. City Hall restroom fee would be changed to a minimum of 2 hours.				

## Fees for Programs

Comments	Comparables	Fee		
<b>Adult Softball</b> Recommend increase to account for increased cost of program supplies, contracted umpires. Also to get fees more in line with comparable leagues.	City of Altamonte Springs softball	\$ 400	10 games/6 game balls	
	City of Sanford softball	\$ 370	10 games/\$10 per non-resident player	
	City of Oviedo softball	\$ 450		
	Seminole County softball	\$ 425		
				6 game balls
<b>Adult Kickball</b> Increase requested to help pay for contracted umpires.	WAKA Kickball Orlando	\$69	per player fee	
	Orlando Redball Kickball	\$60	per player fee	
	Orlando Sport & Social Club kickball	\$550	team fee	
<b>Youth Summer Camp</b> Small increase recommended to account for slight increases in field trip costs the past three summers. Fee adjustment would be for non-residents only.	City of Sanford	\$ 70.00	field trips extra	
	City of Winter Springs	\$90/\$110	resident/non-resident w/trips	
	City of Casselberry	\$95/\$120	resident/non-resident w/trips	
<b>Farmers Market</b> Farmers Market fees are still competitive with area markets.	Winter Park Farmers Market	\$21/\$31	Full-time/Part-time	
	Maitland Farmers Market	\$ 20.00	Full-time (no part-time)	
	Orlando Farmers Market	\$ 30.00		
	Sweetwater Farmers Market	\$80/\$25	Monthly/Daily	



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1551 - Amending Purchasing Policy - Second Reading  
(Dianne Holloway, Finance Director)

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**Background:** The City's Purchasing Policies are established in Section 31.01 of the Code of Ordinances. The Policy itself was adopted on November 20, 1997 and was last updated to increase the dollar amounts for the authority to approve purchases in December of 2004. Staff has reviewed the policy and is recommending changes be made to reflect current purchasing practices.

Changes include renaming the title "City Purchasing Policies" to "City Purchasing Policy"; adding a purpose paragraph; adding the definition of "Best Value"; revising existing definitions to reflect the language in F.S. § 287.012; increasing the dollar limits of the authority to approve purchases up to F.S. § 287.017 Category Two; adding the language for Evaluated Source; and finally adding a statement regarding the purchase and disposition of real property and disposition of surplus tangible personal property.

**Recommendation:** The City Commission adopt Ordinance No. 1551, amending Section 31.01, Purchasing, of the City's Code of Ordinances.

**ORDINANCE NO. 1551**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING SECTION 31.01, PURCHASING, OF THE LAKE MARY CODE OF ORDINANCES FOR THE PURPOSE OF UPDATING THE CITY PURCHASING POLICY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, desires to update the City's Purchasing Policy to reflect current purchasing practices; and

**WHEREAS**, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Lake Mary; and

**WHEREAS**, words with single underlined type shall constitute additions and ~~strike through~~ shall constitute deletions to the original text from the language existing prior to adoption of this Ordinance.

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

**Section 1. Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Lake Mary.

**Section 2. Amendment to Section 31.01 of the City Code.** That Section 31.01, "City Purchasing Policies" of Chapter 31, "City Finance" of the City of Lake Mary Code of Ordinances is hereby amended to read as follows:

**§ 31.01 CITY PURCHASING POLICIESPOLICY.**

**(A) Purpose.** The City of Lake Mary recognizes fair and open competition is a basic tenant of public procurement. Open competition reduces the appearance and opportunity for favoritism and inspires public confidence. This Purchasing Policy is to ensure fair, open and equitable treatment of all vendors and to provide guidance for the proper procurement of supplies and services for each department within the City. The primary purpose of this policy is to obtain the best quality material and/or services for the City's use while obtaining maximum value for the monies spent. Price may not be the sole consideration.

~~(A)~~(B) Definitions. The following definitions shall apply:

**BEST VALUE.** The highest overall value based on factors that include, but are not limited to, price, quality, design, and workmanship.

**COMMODITY.** Any of the various supplies, material, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure that has less than 5,000 square feet of floor space, purchased, leased, or otherwise contracted for by the state and its agencies. The term also includes interest on deferred-payment commodity contracts approved pursuant to F.S. 287.063 entered into by an agency for the purchase of other commodities. However, commodities purchased for resale are excluded from this definition. Printing of publications shall be considered a commodity if procured pursuant to F.S. 283.33, whether purchased for resale or not.

**COMPETITIVE SEALED BIDS or COMPETITIVE SEALED PROPOSALS SOLICITATION.** Refers to the receipt of two or more sealed bids or proposals submitted by responsive and qualified bidders or offerers. The process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.

**CONTRACTOR.** A person who contracts to sell commodities or contractual services to the city.

**CONTRACTUAL SERVICES.** The rendering by a contractor of time and effort rather than the furnishing of specific commodities excluding legal and special financial services. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. The term does not include a contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of a facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to F.S. Chapter 255 and rules adopted thereunder.

**PURCHASING POLICY.** The policy governing purchasing as adopted by the City Commission.

**PURCHASING PROCEDURES AND PRACTICES.** The procedures, practices, rules, regulations, or other administrative pronouncements which may be promulgated from time to time by the City Manager to implement and adhere to the purchasing policy.

~~(B)~~(C) Purchasing function and purchasing agent. The City Manager is designated as the Purchasing Agent. It is hereby established that the purchasing

function be provided by the Finance Department. In the absence of the Purchasing Agent, the Finance Director, or designee as approved by the City Manager, shall assume the responsibility and authority of the Purchasing Agent.

~~(C)~~(D) Department authority. The department head is hereby granted authority to purchase or contract for all commodities required by the city or other departments as approved by the City Manager under cooperative purchasing agreements. The department head shall insure that all purchasing policies, procedures and practices are followed.

~~(D)~~(E) Minimum standards.

(1) The following minimum standards are hereby established:

<i>Value of Purchase</i>	<i>Pricing Mechanism</i>	<i>Authority to Approve</i>
Under \$499.99	One verbal quote	Department head of designee as approved by City Manager
\$500 – \$2,499.99	Three verbal quotes	Finance Director
\$2,500. – Category Two, F.S. § 287.017, as amended from time to time	Three written quotes	City Manager
Category Two, F.S. § 287.017, as amended from time to time, and over	Competitive sealed bid or request for proposal	City Commission

a. Purchases up to \$1,000.00. Requires the Department to obtain one (1) verbal quote and have true knowledge of the market pricing generally available. The Department head or designee has the authority to approve.

b. Purchases from \$1,000.01 up to \$5,000.00. Requires the Department to obtain a minimum of three (3) verbal quotes. The Finance Director has the authority to approve.

c. Purchases from \$5,000.01 up to the Category Two threshold amount established pursuant to F.S. § 287.017, as amended from time to time. Requires a minimum of three (3) written quotes from a minimum of three (3) competitive sources. The City Manager or designee has the authority to approve.

d. Purchases in excess of the Category Two threshold amount established pursuant to F.S. § 287.017, as amended from time to time and over must be competitively solicited and approved by the City Commission.

(2) The above-stated minimum standards shall be deemed satisfied and no further solicitation of bids or quotes is necessary if procurement is made pursuant to purchase contracts of the city, any other Florida municipality, a Florida county, the State of Florida, the United States General Services Administrations, or cooperative purchasing made up of any combination of the above, when such contracts are the result of a competitive bidding process.

~~(E)~~(F) Exceptions to minimum standards. When it is determined to be in the best interest of the city, the minimum standards contained in division ~~(DE)~~, above, may be waived on a case-by-case basis. Authority to waive the minimum standards is as follows:

(1) The City Manager may waive the minimum standards for any commodity or contracted service which does not exceed the Category Two threshold amount established pursuant to; F.S. § 287.017, as amended from time to time.

(2) The City Commission may waive the minimum standards for any commodity or contracted service.

~~(F)~~(G) Emergency purchase. Emergency procurement may be made upon the determination by the City Commission that the minimum standards contained in division ~~(DE)~~, above, must be suspended in order to protect the city's interests. The City Manager may also make emergency procurement on his or her own authority when, in his or her judgment, the city's interests would be adversely affected by the delay required to obtain City Commission approval. The City Manager shall report such emergency purchases to the City Commission at the next City Commission meeting.

~~(G)~~(H) Sole source purchase. "Sole source" procurements may be made upon approval of the City ~~Commission~~ Manager without complying with the minimum standards contained in division ~~(DE)~~, above, when only one vendor is able to provide products or services of adequate quality or in adequate quantity to meet the city's requirements, or where compatibility with existing systems requires procurement from a single source.

(I) Evaluated Source. Products or services may be purchased from a vendor without obtaining competitive prices when it has been determined that it is in the

best interest of the City to use that vendor. Documentation must be attached clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor is to be used when other vendors may supply their products at a lesser price. Proven quality differences and proximity of supplier are some examples of the reasons why a vendor may be declared an "Evaluated Source". The City Manager must give approval for the "Evaluated Source" designation. The "Evaluated Source" designation will expire one year after approval and may be renewed upon submission of a new request with documentation.

~~(H)~~(J) Award criteria.

(1) The quoted purchase price shall not be the sole criteria used in determining the award of a bid or proposal. Although in many cases a bid or service will be awarded to the bidder submitting the lowest numerical bid, the department head or City Manager is not by this section bound to award the purchase or services to the lowest proposal or to recommend the lowest numerical bidder, and the City Commission is not obligated to award the bid to the lowest numerical bidder. As a general standard, bids will be awarded to the bidder offering the product or service specified by the city at the lowest cost to the city, all other considerations being equal; and

(2) The term "cost", as used in this context, is not limited to initial purchase prices, but includes all costs required to procure a product and bring it to the condition and location necessary for its intended use, or to procure the scope and nature of services required to achieve the intended result. Where appropriate and feasible, "cost" may also include the present value of expected future maintenance, training, storage, transport and other costs that may reasonably be associated with the procurement and use of a product or service. In addition to cost, the City Manager may award or recommend bids based on an evaluation of the quality of the product or service proposed, the vendor's experience and dependability in providing similar products or services to the city and to other customers, and other factors having a bearing on the benefits the city can expect to receive from the product or service. Such evaluations shall be structured so as to provide reasonable assurance that a fair and equitable comparison of competing bids is made. However, it is recognized that in many cases it is impossible to reduce all factors to concrete or numeric measures, and the professional judgment of the City Manager and city staff will often be an important component of a bid evaluation. The disposition of bids is at the sole discretion of the City Manager, who may make bid awards when within his or her legal authority to do so, present a bid to the City Commission for approval, reject all bids, cancel a bid solicitation before or after the deadline for receipt of bids, or take other action that is consistent with law and in the best interest of the city.

~~(H)~~(K) Procedures and practices. The City Manager is hereby directed to establish a system, or amend the existing system, of uniform procurement procedures and practices to implement this policy. Additions, deletions or amendments to these procedures and practices shall be at the sole discretion of the City Manager.

~~(J)(L)~~ The monetary limits of purchasing authority specified herein are intended to be expressed in dollars of constant purchasing power, and may be increased or decreased ~~annually~~ by resolution of the City Commission ~~to reflect changes in the purchasing power of the dollar.~~

(M) Acquisition and disposal of real property will comply with F.S. § 166.045 and Article XII, Section 12.01 of the City's Charter. Procedures for the disposition of surplus tangible personal property shall be adopted by resolution.

**Section 3.**     **Codification.** It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake Mary, Florida and the word “ordinance” may be changed to “section”, “article”, or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

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

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

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

PASSED AND ADOPTED this 3rd day of November, 2016.

FIRST READING:   September 22, 2016

SECOND READING: October 3, 2016

ATTEST:

CITY OF LAKE MARY, FLORIDA

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

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

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

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

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## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

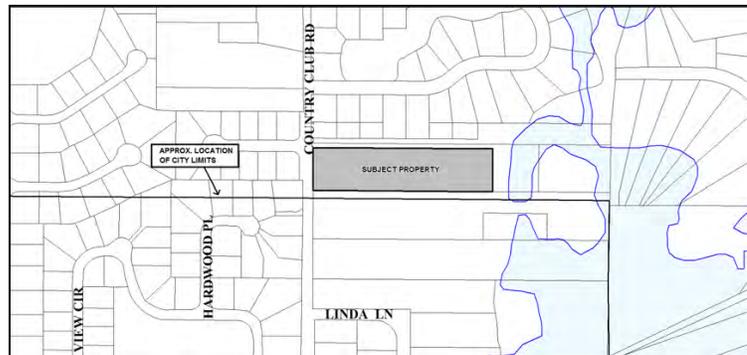
VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1553 - Request from Lake Mary Florida Congregation of Jehovah's Witnesses to annex property located at 821 N. Country Club Road - Second Reading (Public Hearing) (Steve Noto, City Planner)

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**APPLICANT:** City of Lake Mary/Lake Mary Congregation of Jehovah's Witnesses.

**REFERENCES:** Florida Statutes, Chapter 171.044, 171.045 & 171.091; City of Lake Mary Code of Ordinances, Article 1, Section 2.02; City of Lake Mary Comprehensive Plan, Policy 10.1 and 10.2 – Intergovernmental Coordination.



**REQUEST:** The applicant is requesting voluntary annexation of their property located at 821 N. Country Club Rd.

## **DISCUSSION:**

**Background:** The subject property was developed in 2012 as the Lake Mary Congregation of Jehovah's Witnesses (The Congregation). During the development of the property, representatives of The Congregation approached the City for water service. Water service was given, and as a result an Annexation Agreement was created and signed by the applicant giving the City the ability to move forward with annexing the subject property at the appropriate time.

### **Land Use Analysis and Compatibility:**

The subject property is located in an area with low-density residential development. The subject property currently has a Seminole County Future Land Use (FLU) Designation of LDR, Low-Density Residential, which allows up to 4 dwelling units per acre. City properties to the south and southwest have a FLU Designation of LDR, which allows up to 2.5 dwelling units per acre. Staff will be processing a FLU amendment, and rezoning, to the subject property after annexation. At that time, staff will make recommendations on the density and bulk requirements based on City standards.

### **Economic Considerations:**

The Congregation is tax-exempt, therefore, there is no direct economic benefit to the City as a result of the annexation.

## **ANNEXATION REQUIREMENTS:**

After adoption of the Ordinance, the following must occur:

1. F.S. 171.044(3): The Ordinance shall be filed with the clerk of the circuit court, the chief administrative officer of the county, and with the Department of State within seven (7) days.
2. F.S. 171.091: Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days.

## **FINDINGS OF FACT:**

1. The applicants have requested a voluntary annexation of the subject property. The subject property is contiguous to the City of Lake Mary municipal boundary upon annexation of the property to the south. The voluntary annexation meets the requirements outlined in F.S. 171.044(1).
2. All advertising requirements outlined in F.S. 171.044(2) have been satisfied.
3. The attached Ordinance meets all requirements outlined in F.S. 171.044(3).
4. The voluntary annexation does not result in the creation of enclaves per F.S. 171.044(5).

5. The Seminole County Board of County Commissioners was notified of the voluntary annexation on September 26, 2016, via Certified Mail. This notification meets the requirement outlined in F.S. 171.044(6).
6. The voluntary annexation is located within one county only (Seminole), per the requirement in F.S. 171.045.
7. The voluntary annexation of the Lake Mary Congregation of Jehovah's Witnesses is consistent with the City of Lake Mary Code of Ordinances, Comprehensive Plan, and Florida Statutes.

**ATTACHMENTS:**

- Ordinance No. 1553
- Location Map

**ORDINANCE NO. 1553**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE MARY, FLORIDA, CERTAIN LANDS LOCATED IN SECTION FOUR; REDEFINING THE CORPORATE LIMITS OF THE CITY OF LAKE MARY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT CERTAIN COUNTY LICENSEES FOLLOWING THEIR BUSINESS, TRADE OR PROFESSION WITHIN THE LANDS TO BE ANNEXED MAY CONTINUE TO FOLLOW SUCH BUSINESS, TRADE OR PROFESSION THROUGHOUT THE ENTIRE CORPORATE LIMITS WITHOUT THE NECESSITY OF FURTHER QUALIFICATION THEREFORE; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE LANDS TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THE ORDINANCE WITH THE CLERK OF COURT AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the owner(s) of certain lands more particularly described herein below, have requested that the same be annexed and incorporated into the corporate limits of the City of Lake Mary, Florida; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Lake Mary, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Lake Mary, Florida, is in a position to effectively and efficiently provide municipal services to the property described herein and the City Commission of the City of Lake Mary, Florida, deems it in the best interest of the City to seek to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Lake Mary; and

WHEREAS, the provisions of this Ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were, in fact, heard.

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

Section 1. The lands described in Schedule A and shown on the map in Schedule B, attached hereto, be and they are hereby annexed to and included within the corporate limits of the City of Lake Mary, Florida.

Section 2. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 3. 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 4. This ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2016

FIRST READING: October 20, 2016

SECOND READING: November 3, 2016

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
David J. Meador, Mayor

ATTEST:

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

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

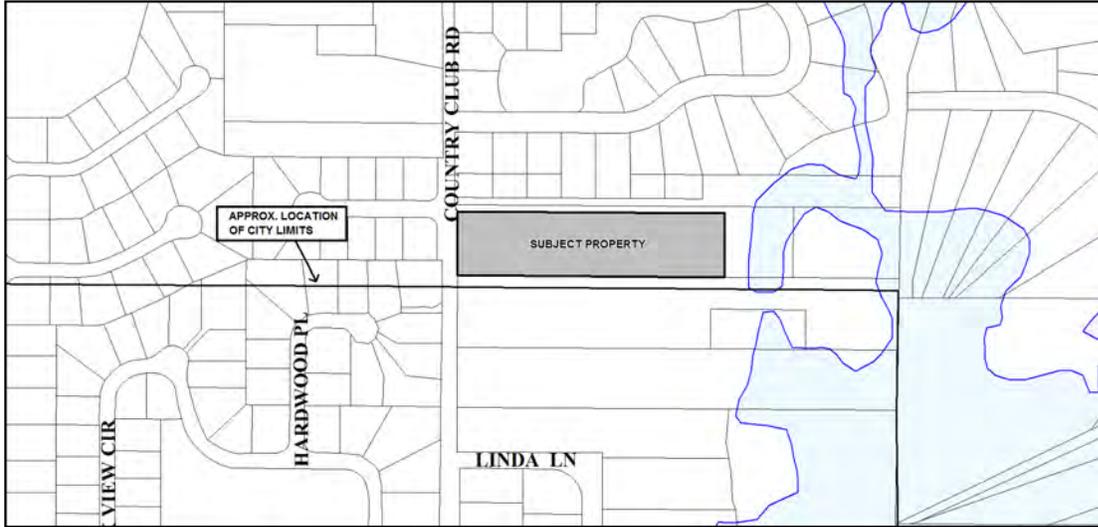
\_\_\_\_\_  
Catherine D. Reichmann, City Attorney

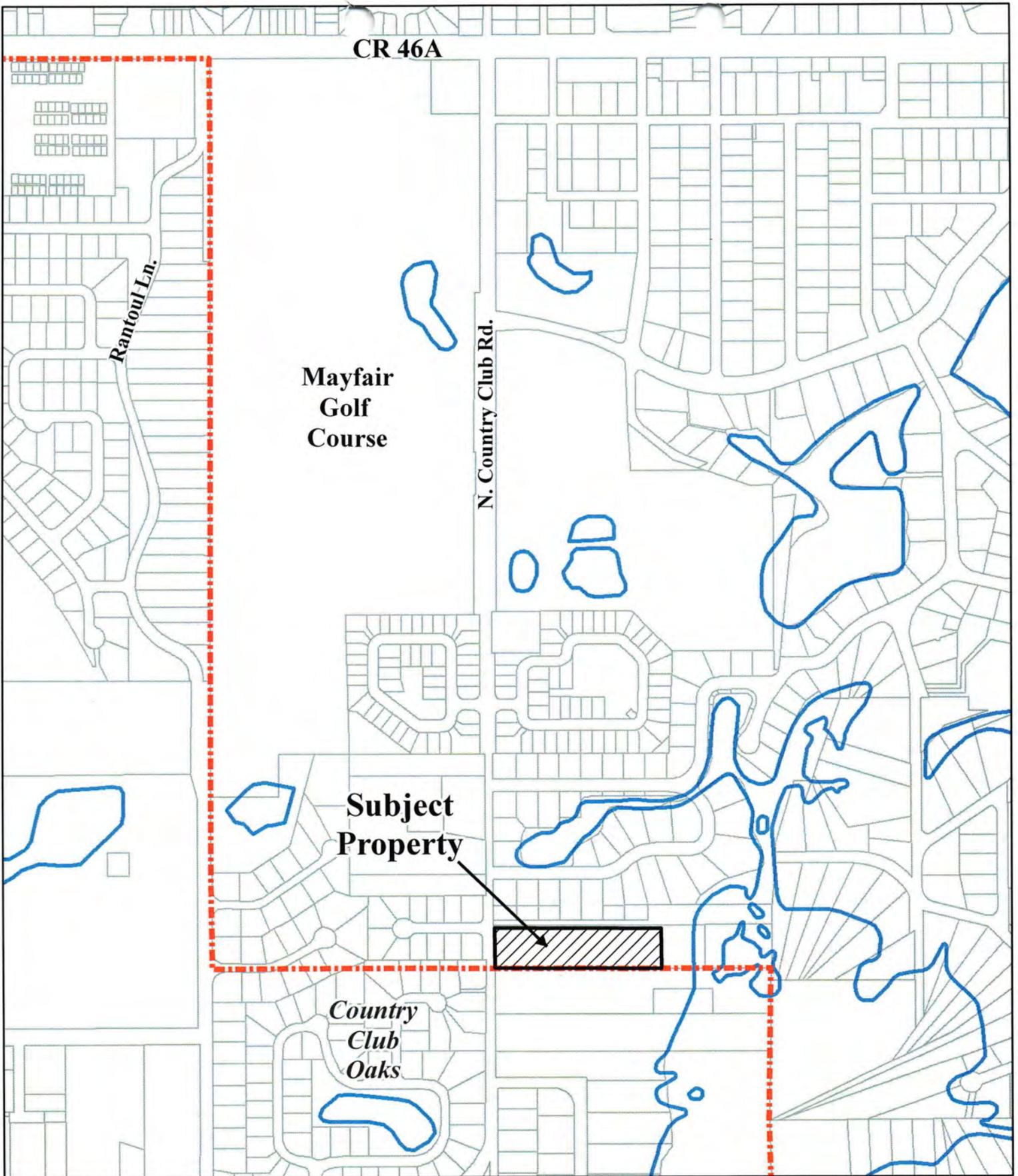
## SCHEDULE A

BEGIN 4,102 FEET SOUTH OF THE NE CORNER OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THEN RUN SOUTH 200 FEET; THENCE WEST 1320 FEET; THENCE NORTH 200 FEET; THENCE EAST 1320 FEET TO THE POINT OF BEGINNING, (LESS THE EAST 330 FEET AND THE WEST 25 FEET).

LESS THE EAST 200 FEET OF THE WEST 965 FEET THEREOF; AND ALSO LESS THE NORTH 15 FEET OF THE WEST 765 FEET THEREOF.

SCHEDULE B





## *Location Map*

Kingdom Hall Annexation





## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

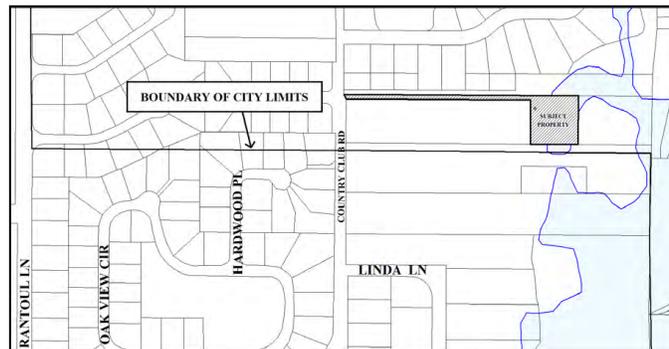
THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1554 - Request from Jason Walker to annex property located at 845 N. Country Club Road - Second Reading (Public Hearing) (Steve Noto, City Planner)

**APPLICANT:** Mr. Jason Walker

**REFERENCES:** Florida Statutes, Chapter 171.044, 171.045 & 171.091; City of Lake Mary Code of Ordinances, Article 1, Section 2.02; City of Lake Mary Comprehensive Plan, Policy 10.1 and 10.2 – Intergovernmental Coordination.



**REQUEST:** The applicant is requesting voluntary annexation of their property located at 845 N. Country Club Rd.

### **DISCUSSION:**

**Background:** The subject property is not part of a platted subdivision. A 2,709 sq. ft. single-family home was constructed on the property in 1999. The applicant is requesting annexation in order to be provided City water. The Lake Mary Congregation of Jehovah's Witnesses property is located south of the subject property and is being annexed into the City simultaneously.

### **Land Use Analysis and Compatibility:**

The subject property is located in an area with low-density residential development. The subject property currently has a Seminole County Future Land Use (FLU) Designation of LDR, Low-Density Residential, which allows up to 4 dwelling units per acre. City properties to the south and southwest have a FLU Designation of LDR, which allows up to 2.5 dwelling units per acre. Given that the property is already developed, and is shaped in such a way that would not allow for additional density, staff is not concerned about the difference in maximum density. Staff will be processing a FLU amendment, and rezoning, to the subject property after annexation. At that time, staff will make recommendations on the density and bulk requirements based on City standards.

### **Economic Considerations:**

Per the Seminole County Property Appraiser, the subject property has a 2016 Working Value of \$325,668.00. This is after the Save Our Homes adjustment. As such, based on a review of similarly valued homes in the City, the potential tax amount to be paid to the City is +/- \$1,168.00. In addition, the applicant will have to pay a \$1,010 water service impact fee, and \$250 for water meter hardware for connection to the City's system. City costs related to other services to be provided, such as Police and Fire, is negligible.

### **ANNEXATION REQUIREMENTS:**

After adoption of the Ordinance, the following must occur:

1. F.S. 171.044(3): The Ordinance shall be filed with the clerk of the circuit court, the chief administrative officer of the county and with the Department of State within seven (7) days.
2. F.S. 171.091: Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days.

### **FINDINGS OF FACT:**

1. The applicants have requested a voluntary annexation of the subject property. The subject property is contiguous to the City of Lake Mary municipal boundary upon annexation of the property to the south (Lake Mary Congregation of Jehovah's Witnesses). The voluntary annexation meets the requirements outlined in F.S. 171.044(1).
2. All advertising requirements outlined in F.S. 171.044(2) have been satisfied.
3. The attached Ordinance meets all requirements outlined in F.S. 171.044(3).
4. The voluntary annexation does not result in the creation of enclaves per F.S. 171.044(5).
5. The Seminole County Board of County Commissioners was notified of the voluntary annexation on September 26, 2016, via Certified Mail. This notification meets the requirement outlined in F.S. 171.044(6).
6. The voluntary annexation is located within one county only (Seminole), per the requirement in F.S. 171.045.

7. The voluntary annexation of the Walker Property is consistent with the City of Lake Mary Code of Ordinances, Comprehensive Plan, and Florida Statutes.

**ATTACHMENTS:**

- Ordinance No. 1554
- Location Map

**ORDINANCE NO. 1554**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE MARY, FLORIDA, CERTAIN LANDS LOCATED IN SECTION FOUR; REDEFINING THE CORPORATE LIMITS OF THE CITY OF LAKE MARY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT CERTAIN COUNTY LICENSEES FOLLOWING THEIR BUSINESS, TRADE OR PROFESSION WITHIN THE LANDS TO BE ANNEXED MAY CONTINUE TO FOLLOW SUCH BUSINESS, TRADE OR PROFESSION THROUGHOUT THE ENTIRE CORPORATE LIMITS WITHOUT THE NECESSITY OF FURTHER QUALIFICATION THEREFORE; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE LANDS TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THE ORDINANCE WITH THE CLERK OF COURT AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the owner(s) of certain lands more particularly described herein below, have requested that the same be annexed and incorporated into the corporate limits of the City of Lake Mary, Florida; and

WHEREAS, the City Commission hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Lake Mary, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Lake Mary, Florida, is in a position to effectively and efficiently provide municipal services to the property described herein and the City Commission of the City of Lake Mary, Florida, deems it in the best interest of the City to seek to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Lake Mary; and

WHEREAS, the provisions of this Ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were, in fact, heard.

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

Section 1. The lands described in Schedule A and shown on the map in Schedule B, attached hereto, be and they are hereby annexed to and included within the corporate limits of the City of Lake Mary, Florida.

Section 2. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 3. 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 4. This ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2016

FIRST READING: October 20, 2016

SECOND READING: November 3, 2016

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
David J. Meador, Mayor

ATTEST:

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

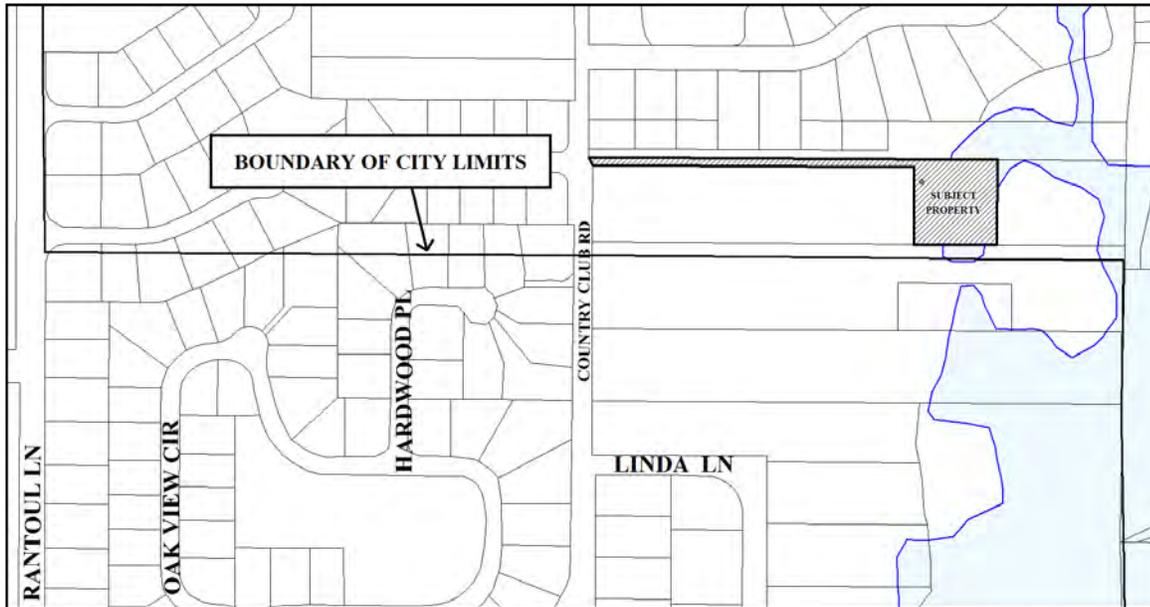
For the use and reliance of the City  
of Lake Mary only. Approved as to  
form and legal sufficiency.

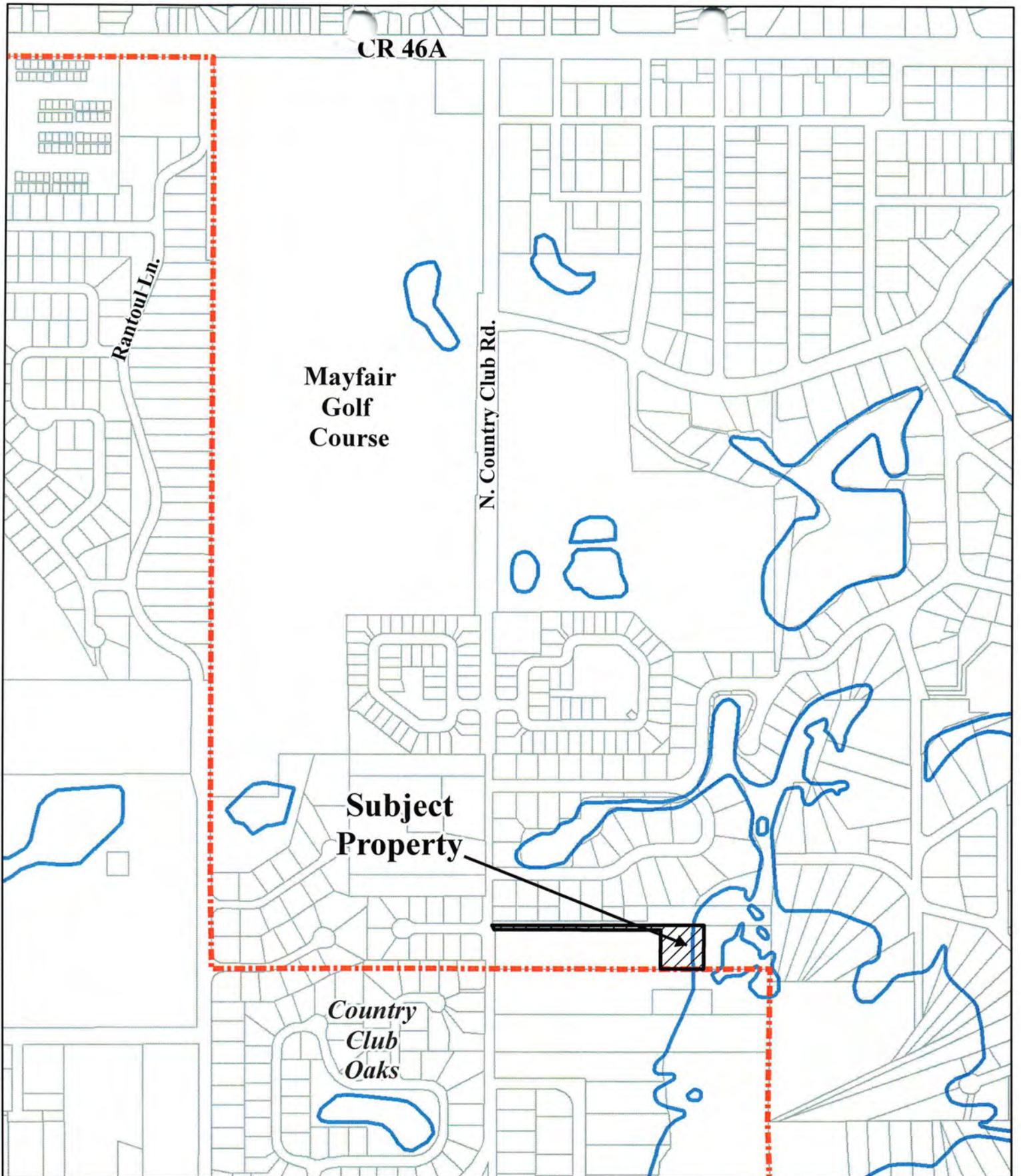
\_\_\_\_\_  
Catherine D. Reischmann, City Attorney

## SCHEDULE A

The East 200 feet of the West 965 feet, and the North 15 feet of the West 765 feet of the following described property: Beginning 4102 feet South of the Northeast corner of Section 4, Township 20 South, Range 30 East, Seminole County, Florida; thence run South 200 feet, thence West 1320 feet, thence North 200 feet, thence East 1320 feet to the Point of beginning (LESS the East 330 feet and the West 25 feet).

SCHEDULE B





**Location Map**  
Walker Annexation  
845 N. Country Club Rd.





## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Tom Tomerlin, Economic Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Approval of the Interlocal Funding Agreement between Seminole County and the City of Lake Mary addressing a Jobs Growth Incentive for Deloitte Consulting LLP, for the creation of 850 new jobs within the City (Tom Tomerlin, Economic Development Director)

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### **BACKGROUND:**

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

This JGI agreement is performance based, and no incentive is paid until jobs are created and maintained for a vesting period of two years. This JGI award can be considered a second phase of Deloitte's build-up of a United States technology delivery center. Eligibility criteria for this program include the creation of permanent high paying jobs along with significant capital investment in the community.

### **DESCRIPTION OF THE PROJECT:**

Deloitte Consulting LLP and Affiliates is one of the nation's leading professional services firms, providing broad-based business consulting services in the areas of human capital, strategy, operations, and technology.

This project involves the continued growth of Deloitte's Technology Delivery Center (TDC) located within the City of Lake Mary. In 2015, Deloitte Consulting was the

recipient of a local Jobs Growth Incentive (JGI) Award from the County and the City of Lake Mary in the amount of \$1.7 million. The County and the City of Lake Mary agreed to provide an equal contribution of \$850,000. The incentive was for the creation of 1,000 new jobs, and the company is close to reaching this goal. Payment for Deloitte's previously approved JGI are expected to begin this fiscal year.

This JGI award involves a major expansion of Deloitte's Technology Delivery Center headquarters in the United States, consisting of a capital investment of at least \$24,602,000, and a lease of up to 70,000 square feet located at 1001 Heathrow Park Lane. This capital investment will occur in new space, non-inclusive of the previously approved 2015 Deloitte Consulting project.

This interlocal agreement addresses a Jobs Growth Incentive (JGI) in the amount of \$1,200 per job, which would result in a total incentive award in the amount of \$1,020,000 for the 850 newly created jobs. The City of Lake Mary is being asked to equally contribute (50%) to this incentive in the amount of \$510,000, or \$600 per job. Incentive award payments for this project will not begin until after the last payment for the previously approved JGI award for Deloitte Consulting. The first payment for this JGI incentive is expected to occur in fiscal year 2020/21. The company will be required to submit annual reports demonstrating compliance with the grant agreement before each payment.

The job creation and City payment schedule is as follows:

1. 150 new jobs before December 31, 2016
    - Estimated Payment of \$90,000 in FY 2020/21
  2. 350 new jobs by December 31, 2017
    - Estimated Payment of \$210,000 in FY 2021/22
  3. 350 new jobs by December 31, 2018
    - Estimated Payment of \$210,000 in FY 2022/23
- Total jobs created = 850; Total City Payments = \$510,000

The average annual salary will be \$70,056, which is 168% of the 2015 annual average wage for Seminole County, as listed in the State of Florida Incentive Average Wage Requirements effective for CY 2016.

The conditions that will apply for this award are as follows:

1. The creation of eight hundred and fifty (850) new jobs before December 31, 2018;
2. An average annual wage of \$70,056.00 for the new jobs or greater;
3. Payments will not be initiated until all commitments are satisfied for the first JGI agreement, and all jobs have been maintained for a period of at least two years; and
4. A capital investment of at least \$24,602,000.

This project will bring hundreds of new jobs to the City within the information technology, computer science/programming, and software development fields.

Seminole County will consider approval of the incentive agreements at an upcoming Board of County Commissioners meeting.

## **DISCUSSION:**

The company continues to consider other out-of-state areas for this TDC expansion. The company's decision to expand its Lake Mary based TDC is based upon several variables, including this incentive package. Another reason Lake Mary is short-listed is the proven ability to attract computer science talent from state universities and throughout the United States.

Noteworthy information points regarding this project include:

- Deloitte Consulting will become Seminole County's largest private sector employer - with an expansion goal of 1,850+ total employees;
- The continued growth of jobs in computer and information technology is helping define Lake Mary as a location of choice for firms within this industry sector;
- This JGI incentive is performance based – meaning jobs are created and vested before an award is distributed;
- The per job award amount for this JGI is lower than before (i.e., \$1,200/job versus \$1,700/job) and both amounts are below the typical JGI payout of \$2,000/job; and
- The property being considered for this project is located in the City's high-tech corridor.

The amount of time it will take the City to recover its contribution to the award, in the form of increased ad-valorem tax revenue, is approximately 5.8 years. When considering all taxing jurisdictions (i.e., County/City/Schools), the return timeframe is substantially reduced to about 1.3 years. While these numbers present a perspective on fiscal impacts, the project will result in a much larger economic impact for the community. Direct impacts include the addition of approximately \$60 million in new wages and significant capital investment. Moreover, the indirect and induced impacts associated with this project include increased business activity due to the purchase of inputs from local suppliers and new spending in the economy as Deloitte employees buy goods and services locally.

## **RECOMMENDATION:**

That the City Commission approve and authorize Mayor to execute the Jobs Growth Incentive Interlocal Agreement with Seminole County for Deloitte Consulting LLP in the amount of \$510,000, an amount representing 50% of the total award.

## **ATTACHMENTS:**

- Interlocal Agreement between City of Lake Mary and Seminole County
- Program Agreement between Seminole County and Deloitte Consulting LLP

**SEMINOLE COUNTY / CITY OF LAKE MARY  
JOBS GROWTH INCENTIVE PROGRAM INTERLOCAL FUNDING AGREEMENT  
(DELOITTE CONSULTING LLP AND AFFILIATES PHASE II)**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as “**CITY**”.

**W I T N E S S E T H:**

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

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

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

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

**WHEREAS,** DELOITTE CONSULTING LLP AND AFFILIATES (hereinafter referred to as “COMPANY”), will expand its business in COUNTY and CITY, and thereby create certain full-time employment opportunities at a certain average salary level and to make certain capital investments all in accordance with COUNTY’s economic development strategy, COMPANY’s Jobs Growth Incentive Grant Application, and COUNTY’s Jobs Growth Incentive Ordinance; and

**WHEREAS,** COMPANY is proposing to lease a facility that is approximately seventy thousand (70,000) square feet at a location in Seminole County at an approximate cost of Fifteen Million Nine Hundred Thirty-Five Thousand Six Hundred and No/100 Dollars (\$15,935,600.00) and to invest an additional Eight Million Six Hundred Sixty-Seven Thousand and No/100 Dollars (\$8,667,000.00), with a total sum of Twenty-Four Million Six Hundred Two Thousand Six Hundred and No/100 Dollars (\$24,602,600.00), which represents a significant capital investment; and

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

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

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

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

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

(1) Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY an amount up to but not exceeding ONE MILLION TWENTY THOUSAND AND NO/100 DOLLARS (\$1,020,000.00) upon COMPANY's fulfillment of certain conditions as expressed in that Agreement, a copy of which is attached to this Agreement as Exhibit A.

(2) CITY agrees to pay to COUNTY an amount up to but not exceeding FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00) as its portion of the Jobs Growth Incentive Grant to COMPANY. Said sum shall be paid to COUNTY in three (3) annual payments per Section 5(a) of the Jobs Growth Incentive Program Agreement between COUNTY and COMPANY after COUNTY's verification to CITY that COMPANY has provided written evidence of a lease for a facility in Lake Mary and has created the new, permanent jobs in accordance with its Jobs Growth Incentive Program Agreement with COUNTY. Payment will be made by CITY to COUNTY within thirty (30) days of COUNTY delivering to CITY an invoice; the invoice will be delivered to CITY only after COUNTY reviews and confirms the number of new, permanent jobs created and reported in COMPANY's annual report. CITY's payments to COUNTY may be adjusted pursuant to the provisions in Section 5 of the Jobs Growth Incentive Program Agreement between COUNTY and COMPANY, such that CITY's payment will reflect fifty percent (50%) of COUNTY's total annual payment to COMPANY.

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

its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

(4) In the event of COMPANY's default of its Agreement with COUNTY, all monetary recoverables shall become the sole property of COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY which CITY has already made payment to COUNTY associated with this project.

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

(b) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to the parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes (2015).

(c) The waiver of a provision herein by either party will not constitute the further waiver of any other provision of this Agreement.

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

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

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

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

(9) (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2015), relating to ethics in government.

(b) The parties hereby certify that no officer, agent, or employee of COUNTY or CITY has any material interest (as defined in Section 112.312(15), Florida Statutes (2015)) either directly or indirectly in the business to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2015), the parties hereby agree that monies received by COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, judicial branch, or any other State or Federal agency.

*[The balance of this page is left intentionally blank.  
Signatures and attestations on following page.]*

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers of each party for the purposes expressed on the day and year first above written.

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
DAVID MEALOR, Mayor

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE REISCHMANN  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
JOHN HORAN, Chairman

For the use and reliance of Seminole County only.

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

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
County Attorney  
PHC/lpk  
6/28/16 8/29/16  
P: Users\Legal Secretary CSB\Economic Development\JGI Agreements & Interlocals\2016\Interlocal w.Lake Mary (Deloitte) Phase II.docx

Attachment:

Exhibit A – Jobs Growth Incentive Program Agreement

**SEMINOLE COUNTY  
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT  
DELOITTE CONSULTING LLP PHASE II**

**THIS AGREEMENT** (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and is effective as of the date set forth in Section 6(a) hereof, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **DELOITTE CONSULTING LLP**, whose address is 30 Rockefeller Plaza, New York, New York 10112, hereinafter referred to as "COMPANY".

**W I T N E S S E T H:**

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

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

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

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

**WHEREAS**, the Board of County Commissioners approved a JGI Program Agreement (“Phase I Agreement”) for COMPANY or certain of its Affiliates on April 14, 2015, for the creation of one thousand (1,000) New, Permanent Jobs at the technology delivery center located at 901 South International Parkway in the City of Lake Mary by December 31, 2018; and

**WHEREAS**, COMPANY or certain of its Affiliates plan to expand operations in Seminole County which will result in the creation of an additional eight hundred fifty (850) jobs at a certain average salary level; and

**WHEREAS**, COMPANY or certain of its Affiliates will require the utilization of another site to house the additional eight hundred fifty (850) employees; and

**WHEREAS**, the obligations of the parties under this Agreement are separate and distinct from, and do not affect, the obligations of the parties under the Phase I Agreement; and

**WHEREAS**, COMPANY or certain of its Affiliates will make capital investments all in accordance with COMPANY’s Jobs Growth Incentive Grant Application and COUNTY’s Jobs Growth Incentive Ordinance; and

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

**WHEREAS**, COMPANY is proposing that either it or one or more of its Affiliates will:

(i) lease a facility that is approximately seventy thousand (70,000) square feet at a location in Seminole County at an approximate cost of Four Million Three Hundred Seventeen Thousand and No/100 Dollars (\$4,317,000.00), which represents an initial year partial lease payment of Nine Hundred Ninety-Seven Thousand Four Hundred and No/100 Dollars (\$997,400.00) and two (2) annual lease payments of One Million Six Hundred Fifty-nine Thousand Eight Hundred and

No/100 Dollars (\$1,659,800.00) per year on a ten (10) year lease (the “Estimated Lease Expenditures”); (ii) arrange for a new parking garage at an approximate cost of Seven Million Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$7,228,000.00); and (iii) invest approximately One Million Four Hundred Thirty-Nine Thousand and No/100 Dollars (\$1,439,000.00) for machinery, equipment, or tangible personal property, as further set forth in Sections 4 and 5 of this Agreement (the “Estimated Capital Expenditures”); the sum of which represents a significant capital investment; and

**WHEREAS**, the new jobs created and capital investment made by COMPANY or one or more of its Affiliates pursuant hereto are expected to enhance COUNTY’s economic base and is consistent with the stated goals and objectives of COUNTY; and

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

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

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

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

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

## **Section 2. Definitions.**

(a) "Affiliate" means any person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with COMPANY. For purposes of this definition, the term "control" means the ownership of greater than fifty percent (50%) of the voting securities of such person or entity, the right to greater than fifty percent (50%) of the profits of such person or entity, the right to greater than fifty percent (50%) of the assets upon the dissolution of such person or entity, or the right to appoint more than fifty percent (50%) of the board of directors or similar governing body of such person or entity (with correlative meanings for "controlled by" and "under common control with").

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

(c) "New, Permanent Jobs" means jobs made available to persons not having been previously employed by COMPANY or its Affiliates at a facility located in Seminole County with all such jobs in the aggregate having an average per job annual base wage of not less than Seventy Thousand Fifty-Six and No/100 Dollars (\$70,056.00), excluding all paid employee/employer fringe benefits, which, according to COUNTY's records, represents one hundred sixty-eight percent (168%) of Seminole County's Average Annual Wage.

(d) "Non-Minimum Wage Jobs" means, in the event that the calculation of the average per-job annual base wage for all created New, Permanent Jobs is less than Seventy Thousand Fifty-Six and No/100 Dollars (\$70,056.00), the minimum number of such New, Permanent Jobs with an annual base wage of less than Seventy Thousand Fifty-Six and No/100 Dollars (\$70,056.00) that are required to be omitted from such calculation in order for the average per-job minimum annual

base wage of all remaining New, Permanent Jobs to equal at least Seventy Thousand Fifty-Six and No/100 Dollars (\$70,056.00).

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

(f) "Project" means the lease of a facility, non-inclusive of the facility that is the subject of the Phase I Agreement, that is approximately seventy thousand (70,000) square feet, located in Seminole County, plus relocation, purchase and installation of new equipment, in each case by COMPANY or one or more of its Affiliates in accordance with this Agreement.

(g) "Vested New, Permanent Job" means a New, Permanent Job that has been maintained for at least twenty-four (24) months within a forty-eight (48) month period from the applicable date of hire.

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

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

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

(c) COMPANY's Project Manager shall be Pete Shimer, Attorney-In-Fact, or his designee.

**Section 4. Covenants of COMPANY.** COMPANY hereby covenants with COUNTY that any New, Permanent Jobs created and capital expenditures made in connection with the Project shall occur in new space, non-inclusive of the requirements set forth in the Phase I Agreement. COMPANY agrees that it or one or more of its Affiliates will further expand its

business operations in Seminole County and will create and provide certain employment opportunities in Seminole County, as follows:

(a) In order to be eligible to receive the total amount of funds available under the provisions of this Agreement, COMPANY or one or more of its Affiliates will create at least eight hundred fifty (850) New, Permanent Jobs at the Project by December 31, 2018, in accordance with Section 5 hereof. All New, Permanent Jobs must be maintained for a period of twenty-four (24) months within a forty-eight (48) month period from the applicable date of hire and otherwise in accordance with the definition of "New, Permanent Jobs" and Section 5 hereof in order to be eligible for the per-job JGI Grant. Job announcements and vacancies must be advertised locally and notice of need must be forwarded to CareerSource Central Florida and the Seminole County Community Services Department.

(b) In order to be eligible to receive the total amount of funds under the provisions of this Agreement, the Project will result in the expenditure by COMPANY or one or more of its Affiliates of an aggregate amount of Twelve Million Nine Hundred Eighty-Four Thousand and No/100 Dollars (\$12,984,000.00) of capital investment relating to the Project, consisting of: (i) three-tenths (3/10) of the Estimated Lease Expenditures at an approximate cost of Four Million Three Hundred Seventeen Thousand and No/100 Dollars (\$4,317,000.00); (ii) new parking garage construction at an approximate cost of Seven Million Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$7,228,000.00); and (iii) the Estimated Capital Expenditures of One Million Four Hundred Thirty-Nine Thousand and No/100 Dollars (\$1,439,000.00), in each case subject to the terms set forth in Section 5(a) hereof.

(c) In order for COMPANY to be eligible to receive grant funds available under the provisions of this Agreement, the Project will commence on or before the effective date set forth in Section 6(a) of this Agreement and be completed within the time periods set forth in Section

5(a) hereof. COUNTY reserves the right to reallocate the funds from this Project to other projects if COMPANY fails to make satisfactory progress, as reasonably determined by COUNTY, by the dates set forth in Section 5(a) for completion of the job creation and capital expenditure requirements.

(d) Upon the written request of COUNTY, and otherwise in accordance with Section 7 hereof, COMPANY shall provide written verification, reasonably satisfactory to COUNTY, demonstrating compliance with this Agreement. Notwithstanding that an Affiliate of COMPANY may fulfill the job creation or capital investment requirements set forth in Section 5 hereof, COMPANY shall remain responsible for such requirements pursuant to the terms hereof.

(e) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY in accordance with Section 7 and will make the documentation available for review and inspection by COUNTY in accordance with Section 12.

**Section 5. Covenants of COUNTY/Grant Funds.**

(a) In consideration of the creation by COMPANY or one or more of its Affiliates of at least eight hundred fifty (850) New, Permanent Jobs by December 31, 2018 (in accordance with the schedule set forth below in this Section 5(a)), COUNTY agrees to provide COMPANY with funds to assist in the lease costs, purchase of new equipment, and other legitimate business costs needed for the expansion of COMPANY (or its Affiliates) in Seminole County in an amount not to exceed ONE MILLION TWENTY THOUSAND AND NO/100 DOLLARS (\$1,020,000.00). Said amount represents an average JGI Grant expenditure of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per New, Permanent Job created, and will be paid according to the following schedule and in accordance with Section 5(c), contingent upon COMPANY providing COUNTY written evidence of a lease for the facility located in Seminole County and written

verification, provided pursuant to reports submitted in accordance with Section 7 hereof that are reasonably satisfactory to COUNTY, that the New, Permanent Jobs have been created and capital investment has been expended, in accordance with the following schedule (except that capital investment should be expended no later than the Estimated Payment Year below).

Calendar Year Ending:	New Permanent Jobs	Capital Investment Expenditure:	Scheduled Payment:	Estimated Payment Year
December 31, 2016	150	\$9,664,400.00	\$180,000.00	Fiscal Year 2020/2021
December 31, 2017	350	\$1,659,800.00	\$420,000.00	Fiscal Year 2021/2022
December 31, 2018	350	\$1,659,800.00	\$420,000.00	Fiscal Year 2022/2023
	Total jobs created: <u>850</u>	*Total Investment: <u>\$12,984,000.00</u>	Total payments: <u>\$1,020,000.00</u>	

\*The total capital investment required to be made in connection with the Project, in the aggregate amount of Twelve Million Nine Hundred Eighty-Four Thousand and No/100 Dollars (\$12,984,000.00) consists of the machinery, equipment, or tangible personal property with a combined value of One Million Four Hundred Thirty-Nine Thousand and No/100 Dollars (\$1,439,000.00) (i.e., the Estimated Capital Expenditures); new parking garage construction at an approximate cost of Seven Million Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$7,228,000.00); and three (3) annual lease payments of the ten (10) year lease totaling Four Million Three Hundred Seventeen Thousand and No/100 Dollars (\$4,317,000.00). The seven (7) remaining annual lease payments of the Estimated Lease Expenditures total an aggregate amount of Eleven Million Six Hundred Eighteen Thousand and No/100 Dollars (\$11,618,000.00) (which amount is not required to be expended by COMPANY or any Affiliate thereof to qualify for any

JGI Grant payment), bringing an estimated total capital investment of Twenty-Four Million Six Hundred Two Thousand and No/100 Dollars (\$24,602,000.00).

(b) The scheduled payment set forth in the table in Section 5(a) in respect of each calendar year (each such grant payment being referred to herein as a “Scheduled Payment”) is the maximum available in any fiscal year, regardless of whether COMPANY and its Affiliates exceed the applicable job creation or capital investment expenditure requirements. In the event COMPANY and its Affiliates create a number of New, Permanent Jobs in respect of any calendar year in excess of the number of New, Permanent Jobs required for such calendar year (such number of excess New, Permanent Jobs in any calendar year, the “Excess New, Permanent Jobs”) or make capital investment expenditure in respect of such calendar year in excess of the amount of capital investment expenditure required for such calendar year (the amount of such excess in any calendar year, the “Excess Capital Investment Expenditure”), then the number of such Excess New, Permanent Jobs and the amount of such Excess Capital Investment Expenditures shall be carried forward and included in the calculations of New, Permanent Jobs and capital investment expenditures created and made, respectively, for the following calendar year.

(c) COMPANY will become eligible for the first payment under this Agreement after the last payment for the project in the Phase I Agreement, which is estimated to occur in Fiscal Year 2019/2020. COMPANY will become entitled to receive the Scheduled Payment in respect of each calendar year if COMPANY properly submits documentation evidencing that: (i) the required number of New, Permanent Jobs have been created and maintained for the required time period (and have therefore become Vested New, Permanent Jobs) in respect of such calendar year; and (ii) the required capital investment expenditure in respect of such calendar year (which includes capital investment expenditures that are made through the Estimated Payment Year corresponding to such calendar year in the table above) has been made, in either case regardless

of whether such evidence is provided at, prior to or after the end of such calendar year. Subject to the first sentence in this paragraph(c), payment will be made by COUNTY, as soon as practicable, after receipt of all required and properly submitted documentation, but in no event longer than thirty (30) days from receipt, unless COUNTY disputes the request in good faith; provided, however, that, in the event COMPANY provides evidence that it has met or exceeded the job creation (and retention) and capital investment requirements in respect to any calendar year prior to the end of such calendar year, the Scheduled Payment will be paid no earlier than the end of the fiscal year to which such requirement relates. Requests for payment shall be reviewed and approved by COUNTY's Chief Administrator of the Office of Economic Development and Community Relations.

(d) COUNTY conditions its obligation herein on COMPANY promptly furnishing to COUNTY evidence reasonably satisfactory to COUNTY that COMPANY has accomplished its obligations relating to the Project pursuant to Sections 4 and 7 of this Agreement. Reports shall be made to COUNTY by COMPANY every twelve (12) months, in a format provided by and reasonably satisfactory to COUNTY and as described herein; provided that COMPANY may also voluntarily supply supplemental reports at any time to provide evidence of its job creation and capital expenditure achievements in respect of any Scheduled Payment.

**Section 6. Term.**

(a) Unless earlier terminated by the Parties, this Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, notwithstanding the date it is signed by the Parties, and shall remain in effect through termination.

(b) This Agreement will terminate on December 31, 2025, or upon Close Out, whichever is earlier.

**Section 7. Reports.**

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months starting on January 30, 2017, and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of this Agreement. These reports shall give information regarding the number of New, Permanent Jobs that have been created by COMPANY or one or more of its Affiliates, the amount of capital expenditures made in connection with the Project and of all activities affecting the implementation of this Agreement.

(b) COMPANY shall provide COUNTY a written annual independent verification accounting, satisfactory to COUNTY in its sole discretion, of compliance by COMPANY with all agreed upon performance standards as set forth herein, which verification must be certified by an officer or principal of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire calendar twelve (12) month period prior to the due date of each written annual verification. The first written annual verification due January 30, 2017 shall cover the period of time between the effective date of this Agreement through December 31, 2016. Annual verifications shall be provided by COMPANY for a sufficient number of years, as determined by COUNTY, to ensure compliance with the terms of this Agreement. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

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

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

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

**Section 11. Public Records Law.** COMPANY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. COMPANY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement; provided, however, that documents and records that are not considered public records and/or that are exempt from disclosure pursuant to Chapter 119, Florida Statutes, are not required to be disclosed unless such documents or records are required for the completion of any independent audit required by this Agreement. Subject to the immediately preceding sentence (including COUNTY's right to disclose information required for the completion of any independent audit required by this Agreement) and any other disclosure obligations that may be applicable to COUNTY pursuant to law or regulation, unless required to do so pursuant to Florida public records law, COUNTY shall not disclose to any third party any information about COMPANY, its Affiliates, or its or their respective business or personnel received by COUNTY in connection with this Agreement. The requirements of this Section shall survive termination of this Agreement.

**Section 12. Records and Audits.**

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

(b) COMPANY agrees that COUNTY or its duly authorized representatives shall, until five (5) years after this Agreement terminates, have access to examine any of COMPANY's books, documents, papers, and records related to the number of jobs created and capital expenditure made by COMPANY or its Affiliates in connection with this Agreement. COMPANY agrees that grant payments made under this Agreement by COUNTY shall be subject to reduction and refund (in accordance with Section 24 hereof) for amounts paid by COUNTY which are found, based on audit examination of such records, not to constitute proper payments hereunder.

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

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

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

**For COUNTY:**

County Manager  
1101 East First Street  
Sanford, Florida 32771

with copy to:

Chief Administrator of the Office of Economic Development and Community Relations  
1055 AAA Drive, Suite 148  
Heathrow, Florida 32746

**For COMPANY:**

Peter Shimer, Attorney-In-Fact  
Deloitte Consulting LLP  
925 Fourth Avenue, Suite 3300  
Seattle, Washington 98104

with a copy to:

Deloitte LLP  
30 Rockefeller Plaza  
New York, New York 10112  
Attention: General Counsel

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

**Section 14. Indemnity and Insurance.**

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

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

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

**Section 15. Conflict of Interest.**

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

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

(c) Pursuant to Section 216.347, Florida Statutes, COMPANY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, judicial branch, or any other State or Federal agency. COUNTY acknowledges and agrees that COMPANY shall be deemed to be in compliance with this Section 15(c) so long as COMPANY maintains compliance in its interactions with the State of Florida or any other State or Federal agency with respect to monies received from COUNTY in accordance with guidance issued by the Federal Office of Management and Budget in 25 FR 24540 with respect to 31 U.S.C. §1352 relating to the use of monies other than government appropriated funds, in each case as if such guidance applied to lobbying the Florida Legislature, judicial branch, or any other State or Federal agency.

(d) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which directly and adversely affects any interest or position of COUNTY under this Agreement or which would adversely affect COMPANY's ability to objectively perform its obligations under this Agreement. During the term of this Agreement, COMPANY shall not accept any retainer or

employment from a third party whose interest in connection with such retainer or employment appears to be directly conflicting with any interest or position of COUNTY under this Agreement or which would adversely affect COMPANY's ability to objectively perform its obligations under this Agreement.

**Section 16. Equal Opportunity Employment.**

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

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

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

**Section 18. Employee Status.**

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

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

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

**Section 19. No Third Party Beneficiaries.** This Agreement is made for the sole benefit of the Parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

**Section 20. No Contingent Fees.** COMPANY covenants that it has employed and retained only bona fide employees, attorneys, and consultants, working for COMPANY, to solicit or secure this Agreement. COMPANY warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than any Affiliate of COMPANY or any personnel thereof), any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

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

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

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

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

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

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

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

(c) COMPANY fails to provide to COUNTY the written verification as and when required by Section 7(b) of this Agreement.

(d) COMPANY fails to expend the required capital investment pursuant to Section 5(a) of this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(e) COMPANY fails to create and fill the minimum number of New, Permanent Jobs pursuant to Section 5(a) of this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(f) COMPANY fails to maintain the New, Permanent Jobs created pursuant to this Agreement for the time period required by this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(g) COMPANY fails to maintain an average salary level that is equal to or greater than the per annum salary set forth in this Agreement in the definition of "New, Permanent Jobs" in respect of all New, Permanent Jobs for which COMPANY has received one or more Scheduled Payments, as measured by referring to the total number of New, Permanent Jobs created by the end of the calendar year ending December 31, 2018 pursuant to Section 5(a) of this Agreement.

(h) Within forty-five (45) days after receiving written notice from COUNTY that a Potential Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) multiplied by (x) in the case of the Potential Events of Default described in Section 24(e) and 24(f), the number of New, Permanent Jobs not created or maintained, as the case may be, or (y) in the case of the Potential Event of Default described in Section 24(g), the number of

Non-Minimum Wage Jobs, in either case for any calendar year in respect of which COMPANY has received a Scheduled Payment pursuant to the terms of this Agreement; or (2) refund to COUNTY a commensurate percentage of grant funds for failure to meet the required capital investment expenditure requirement for any calendar year in respect of which COMPANY has received a Scheduled Payment pursuant to the terms of this Agreement or, in the alternative, deposit such funds into the registry of the court, subject to determination of COUNTY's entitlement thereto. COMPANY's failure to timely pay such refund to COUNTY or deposit such funds into the registry of the court in accordance with the immediately preceding sentence, or COMPANY's failure to cure any other Potential Event of Default within the time period allowed therefor, shall constitute an Event of Default under this Agreement, giving COUNTY the right to assert any and all legal or equitable remedies provided by law.

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

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

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

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

**Section 29. Entire Agreement.**

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

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

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

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

Witnesses:

DELOITTE CONSULTING LLP

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

PETER SHIMER, Attorney-In-Fact

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

*[Signatures and attestations continued on the following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JOHN HORAN, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

PHC/lpk  
6/28/16

P:\Users\Legal Secretary CSB\Economic Development\JGI Agreements & Interlocals\2016\JGI Agreement (Deloitte Consulting) Phase II.docx



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Conditional Use for a private and retail recreational facility, Planet Obstacle, located at 1150 Emma Oaks Trail; Andrei Roublev, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)

**APPLICANT:** Mr. Andrei Roublev

**REFERENCES:** City Code of Ordinances and Comprehensive Plan.

**REQUEST:** The applicant requests conditional use approval for a private and retail recreational facility on the subject property. A description of the business, Planet Obstacle, is provided below.



### **DISCUSSION:**

**Background:** The site plan for the 16.98 acre subject property was approved in 1999 as a 120,000 sq. ft. office and warehouse facility with 190 parking spaces. The current zoning of the property is M-1A, Office and Light Industrial, which allows for a mixture of office and manufacturing uses. In addition, uses within the PO zoning district are also permitted. A private and retail recreational facility is a conditional use within the M-1A zoning district.

## Zoning

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

## Future Land Use

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

**Description:** The applicant is proposing to open a private and retail recreation facility, known as Planet Obstacle, on the subject property. The applicant, Mr. Andrei Roublev, and his business partners, Mr. Yuri Maiorov, and Ms. Natalia Bashkatova, have all been lead performing members of Cirque de Soleil. As a result, all three have performed thousands of shows at Walt Disney World in the show, “La Nouba”. In addition, Mr. Roublev and Mr. Maiorov were members of the national Russian gymnast team and the Moscow Circus. Ms. Bashkatova is a former Prima Ballerina of the Bolshoi Ballet in Moscow, and the New York City Ballet. She was also a performer in the Cirque de Soleil show “Mystere” in Las Vegas. The applicant and his partners are looking to build upon their world class experience by opening Planet Obstacle.

Planet Obstacle is proposed as a private retail and recreational facility. It would operate in the westernmost bay, a 44,800 sq. ft. space, which is Unit 100. As shown on the conceptual floorplan attached to this staff report, Planet Obstacle would be made up of activity zones centered on gymnastics and Ninja Warrior type activities. There would be activities made up of large trampolines, an aerial rope course, bungee space, a gymnastics floor, rock climbing, and other interactive activities.

The proposed hours of operation are Monday through Friday, 3:00pm to 9:00pm (note that prior to 5pm, the facility would be operating as an office), Saturday from 10:00am to 11:00pm, and Sunday from 10:00am to 8:00pm. During school breaks, there will be 15-week camp offerings. There will be 14 staff members. The applicant is projecting 123 guests per day.

**FINDINGS OF FACT:** § 154.72 of the Code states that before any conditional use permit shall be approved, the Planning and Zoning Board shall make a written finding that the granting of the permit will not adversely affect the public interest, and that satisfactory provisions have been made concerning the following matters, where applicable:

<b>PROVISION No. 1:</b>	
Compliance with all applicable elements of the comprehensive plan.	
<b>FINDINGS OF FACT No. 1:</b>	
Provision met?	The proposed private and retail recreational facility is allowed as a conditional use in the M-1A zoning district. The City's Comprehensive Plan shows that the M-1A is compatible with the IND (Industrial) land use designation. In light of this, the proposed private and retail recreational facility is compatible with the Comprehensive Plan. While the property is located within the High-Tech Corridor, the Comprehensive Plan allows the City Commission to approve other uses that they find appropriate within the Corridor.
1. YES	

**PROVISION No. 2:**

Acceptable ingress and egress, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

**FINDINGS OF FACT No. 2:**

Provision met?	<p>Based on the proposed site plan, the proposed private and retail recreational facility has acceptable ingress and egress, adequate pedestrian access, convenient traffic flow and is accessible in case of fire and catastrophe. There are three full access points to the site from Emma Oaks Trail. Users of the site can loop around the property in the event additional parking is needed as there are parallel spaces in the back of the property.</p>
1. YES	<p>Those looking to travel to the site have two options from Lake Emma Rd. The first option would be to utilize the intersection of Sand Pond Rd. and Lake Emma Rd. That intersection is signalized and would allow for easier north-bound traffic movements. As such, staff has encouraged the applicant to make their customers aware of that in order to avoid issues at the second option, which is the intersection of Lake Emma Rd. and Emma Oaks Trail. While that intersection allows for full movement, it is not signalized.</p> <p>The original development provided 190 parking spaces based on a split of warehouse and office uses. After construction, an additional 40 parallel parking spaces were added to the rear of the site, increasing the total number of spaces on site to 230. The proposed use is a hybrid of general business and commercial recreation. It will operate as an office from 3:00pm to 5:00pm, afterwards it's a form of commercial recreation. While there is ample parking for all employees, the commercial recreation use requires one space for every three persons the facility is designed for. At this time, the facility has not been fully designed by an engineer, therefore, there is no occupant load established. Preliminary discussions at the staff level have it estimated at 250-350, which would require a maximum of 116 parking spaces. All that said, using the more restrictive 4 spaces per 1,000, as required under general business, and considering the hours of operation, there is ample parking on site for the proposed use and all other existing uses.</p>

**PROVISION No. 3:**

Acceptable economic, noise, glare, or odor effects of the conditional use on adjoining properties and properties generally in the district.

**FINDINGS OF FACT No. 3:**

Provision met?	The use of the space as a private and retail recreational facility will not present any economic, noise, glare or odor effects to adjoining properties or other properties.
YES	

**PROVISION No. 4:**

Acceptable location, availability, and compatibility of utilities.

**FINDINGS OF FACT No. 4:**

Provision met?	There is acceptable location, availability, and compatibility of utilities to the site, as shown on the original site plan.
YES	

**PROVISION No. 5:**

Acceptable screening and buffering.

**FINDINGS OF FACT No. 5:**

Provision met?	The proposed private and retail recreational facility meets all applicable screening and buffering requirements. The original site plan was approved with five landscape buffer variances, however, those variances would not prevent this use from being compatible.
YES	

**PROVISION No. 6:**

General compatibility with adjacent properties and other properties in the district.

**FINDINGS OF FACT No. 6:**

Provision met?	The site and surrounding properties north of Emma Oaks Trail are part of the M-1A zoning and IND future land use designations. In addition, this use is more compatible with the residential districts to the south as opposed to more intense industrial uses. Therefore, there is compatibility with adjacent and other properties in the district.
YES	

**FINDINGS OF FACT No. 7:**

Staff finds that the request to operate a private and retail recreational facility in the M-1A, Office and Light Industrial, zoning district, located at 1150 Emma Oaks Trail, does not adversely affect the public interest, is a reasonable request based on the aforementioned findings of fact and recommends approval.

**SIMILAR CONDITIONAL USE REQUESTS:**

**2016-CU-03:** On February 18, 2016, the City Commission unanimously approved, 5-0, a private and retail recreational facility (Focus Performing Arts Studio) in the M-1A, Office and Light Industrial, zoning district, located at Lot 8 in Williston Park.

**2015-CU-02:** On January 7, 2016, the City Commission unanimously approved, 5-0, a private and retail recreational facility (D1 Sports Training) in the M-1A, Office and Light Industrial, zoning district, located at 30 Skyline Dr.

**2012-CU-05:** On July 19, 2012, the City Commission unanimously approved, 5-0, a private and retail recreational facility (D1 Sports Training) in the M-1A, Office and Light Industrial, zoning district, located at 940 Williston Park Point.

**2011-CU-05:** On October 20, 2011, the City Commission unanimously approved, 4-0, a private and retail recreational facility (South Pac Training Facility) in the M-1A, Office and Light Industrial, zoning district, located at 103 Commerce Street, Suites 130 & 140.

**PLANNING AND ZONING BOARD:** At their regular September 13, 2016 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the proposed Conditional Use, per the stated findings of fact.

**ADDITIONAL INFORMATION:**

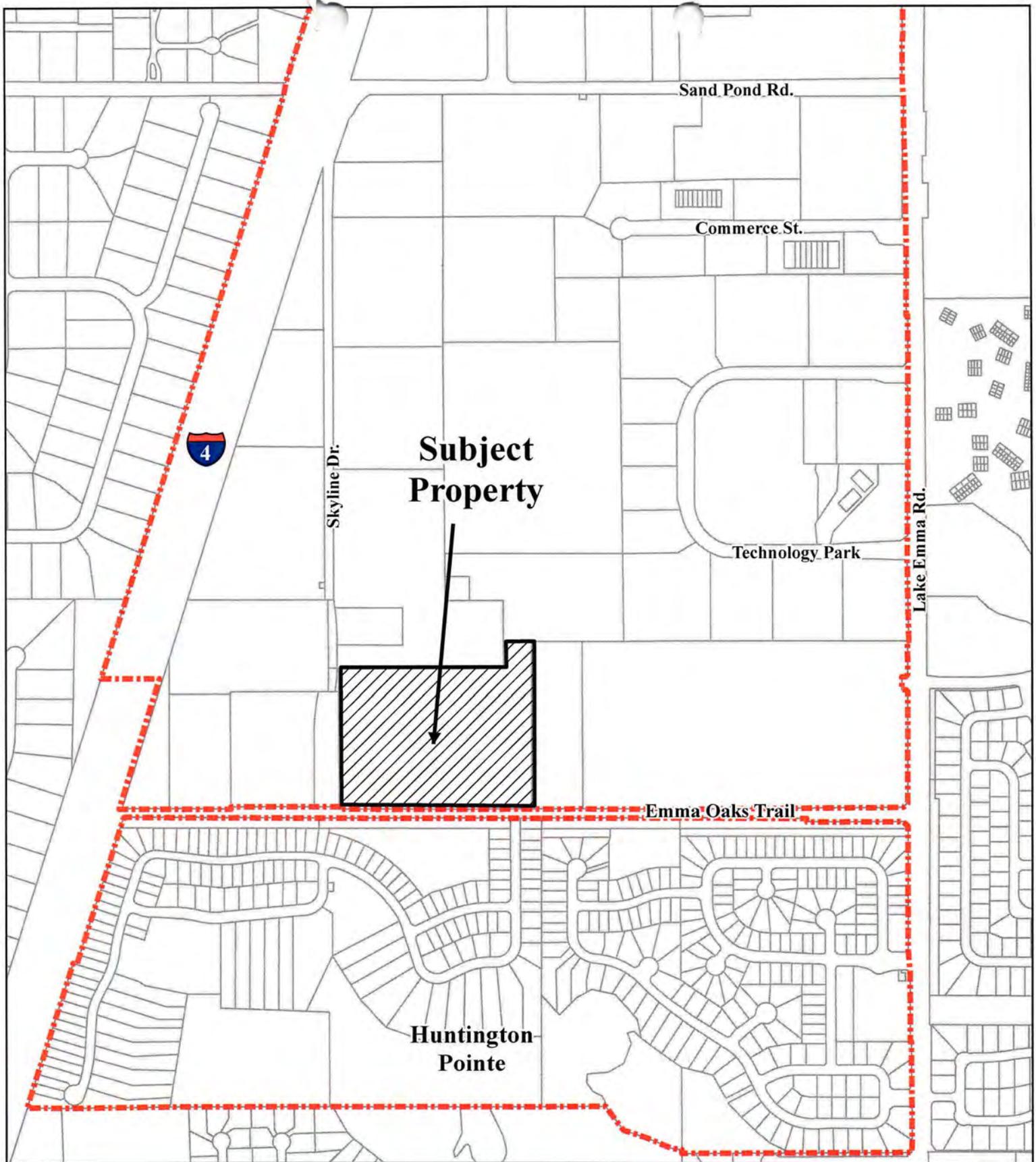
§ 154.72(B) In approving any conditional use, the Planning and Zoning Board may also require appropriate conditions and safeguards as part of the terms under which the conditional use permit is granted. Violations of those conditions and safeguards shall be deemed a violation of this section.

§ 154.73(A) Any conditional use approved as required by this subchapter shall expire one year after the conditional use permit was granted unless a building permit based upon and incorporating the conditional use is obtained within the aforesaid 12-month period.

§ 154.73(B) An extension of one additional year may be granted on request of the applicant where conditions have not changed during the first year. The request for the conditional use approval extension must be filed with the city at least 30 days prior to the expiration of the aforesaid 12-month period.

## **ATTACHMENTS**

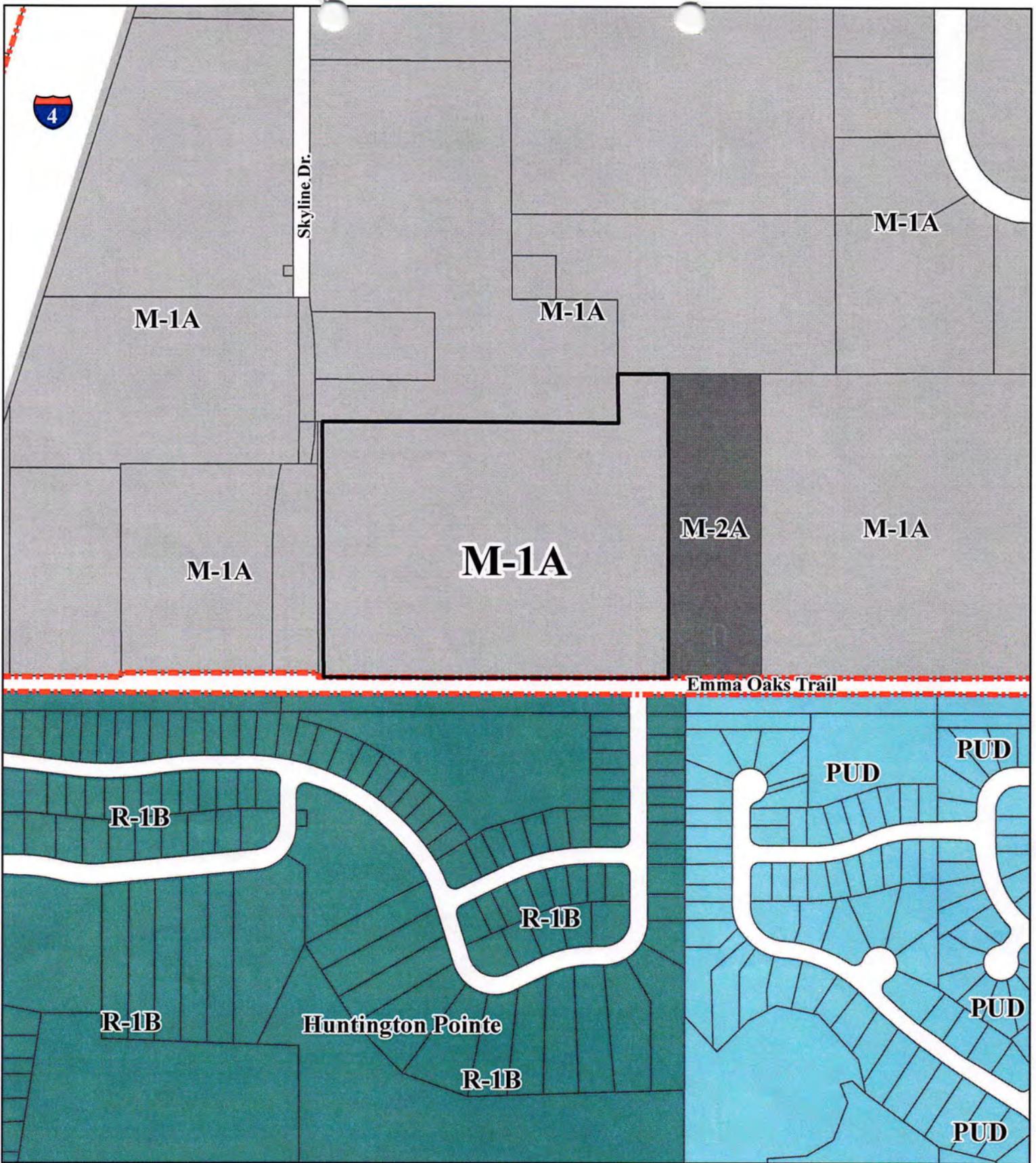
- Location map
- Zoning Map
- Future Land Use Map
- Aerial of Property
- General outline of business
- Applicant reference letters (for informational purposes only)
- Conceptual floorplan
- September 13, 2016 Planning & Zoning Board Minutes



## *Location Map*

Lake Mary Business Center  
1150 Emma Oaks Trail

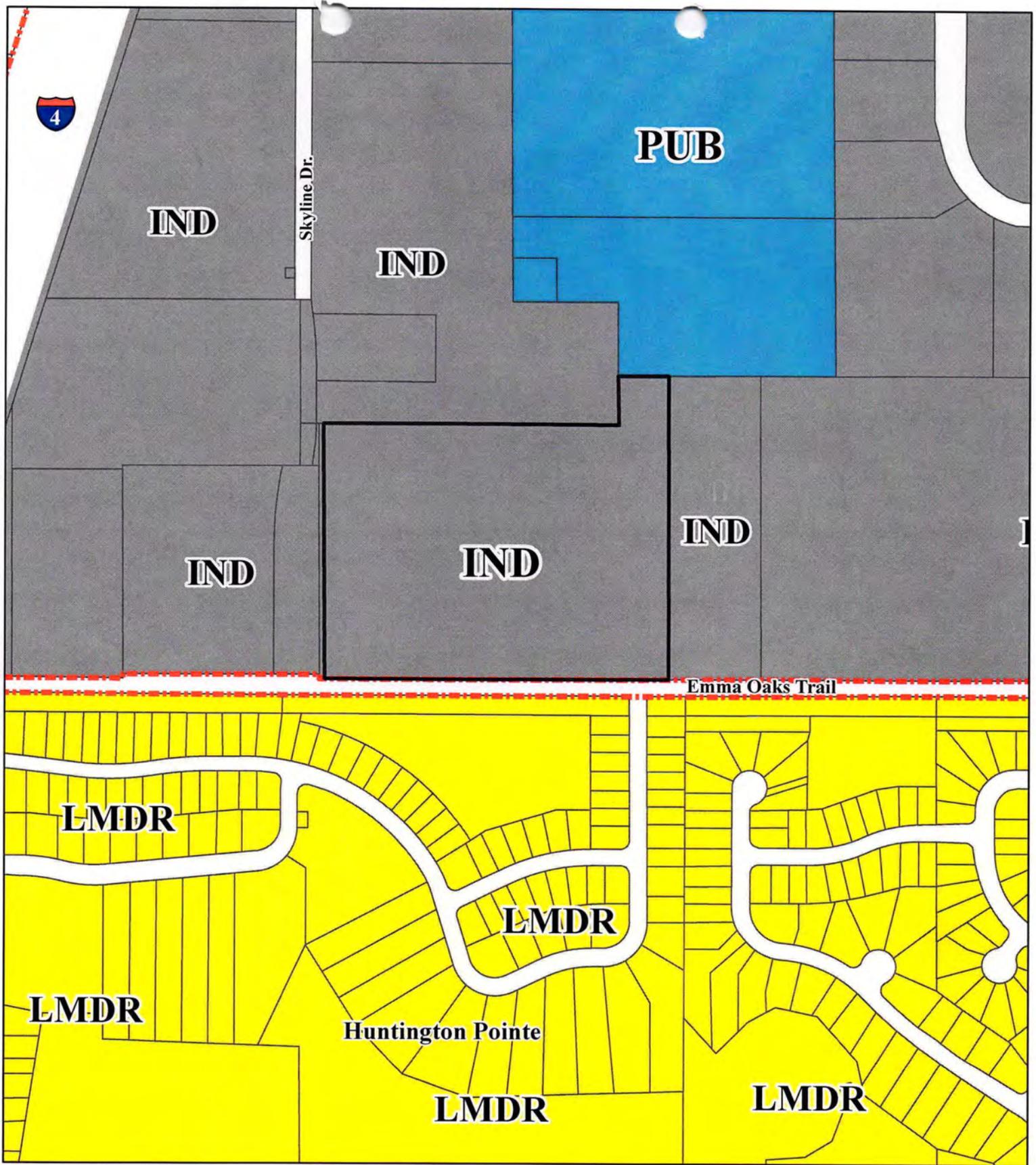




## Zoning Map

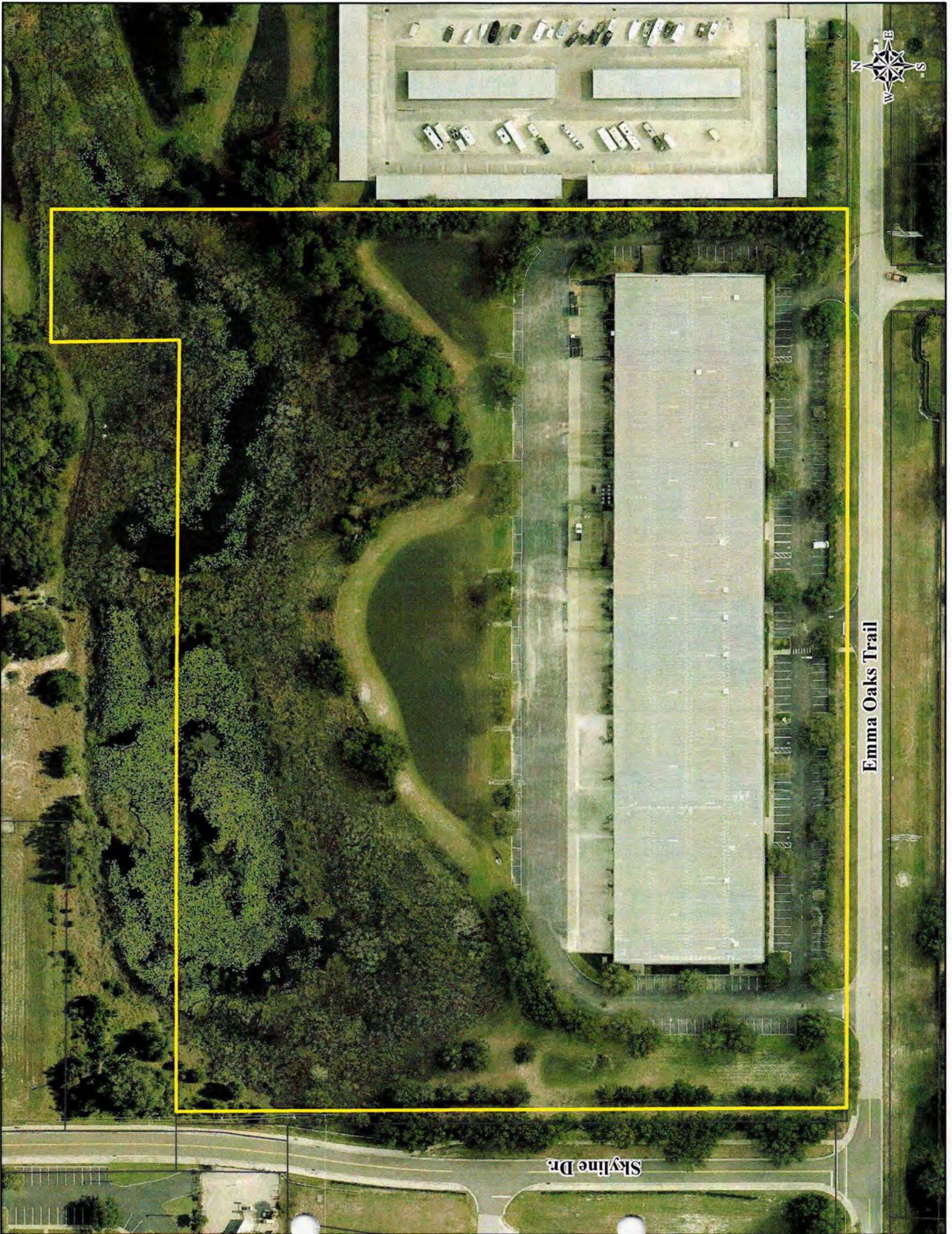
Lake Mary Business Center  
1150 Emma Oaks Trail





**Future Land Use Map**  
 Lake Mary Business Center  
 1150 Emma Oaks Trail





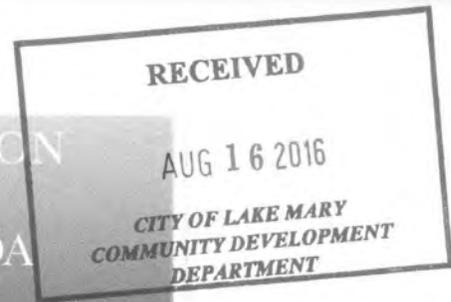
Emma Oaks Trail

Skyline Dr.

# Planet Obstacle

## Family Entertainment Center

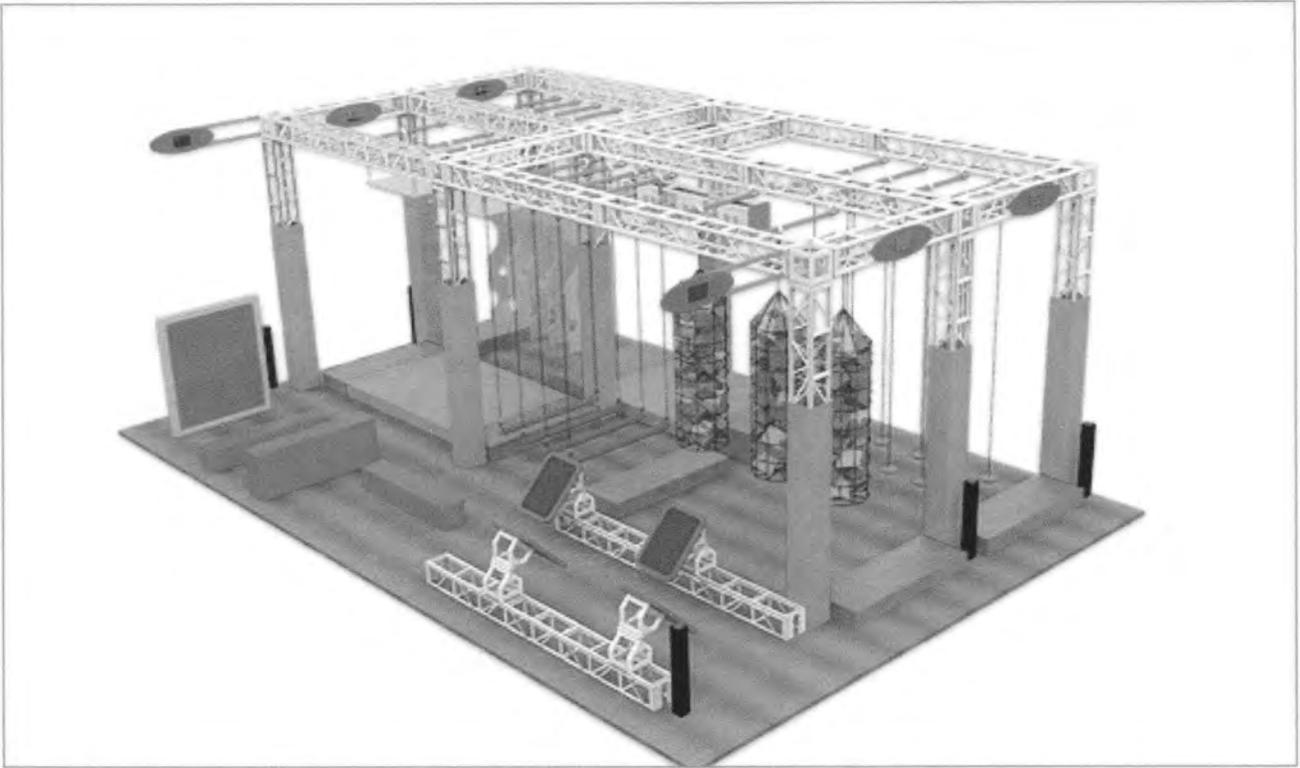
NEWEST ATTRACTION  
IN  
ORLANDO FLORIDA  
2016



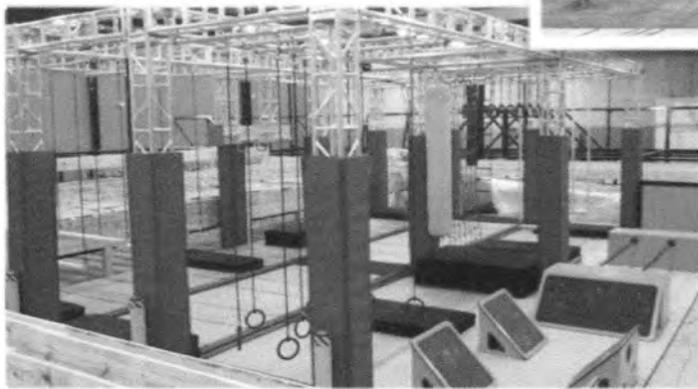
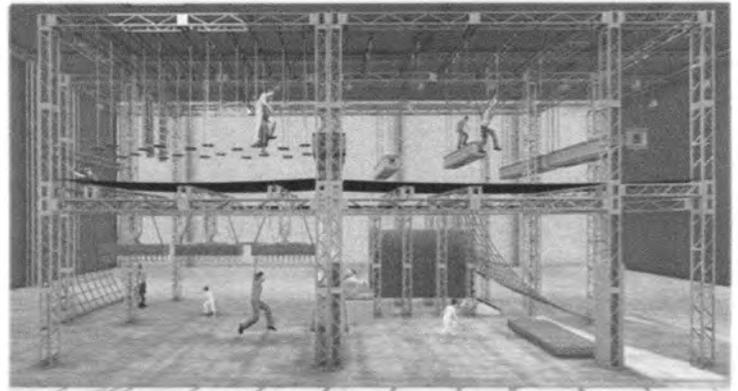
**Planet Obstacle is a unique entertainment center for the whole family and all ages will be open in 2016 in Orlando area.**

**Our 50,000 sq feet facility will offer largest number of activities under one roof: American Ninja Warrior obstacle for kids and adults, Trampoline park, Inflatable park, Parkour park, Wall-Climbing, Aerial Rope Course, Zip-lines, AeroBall, Cargo-net Playground, Tumbling Track, Bungee Trampolines, V-Drop and more.**

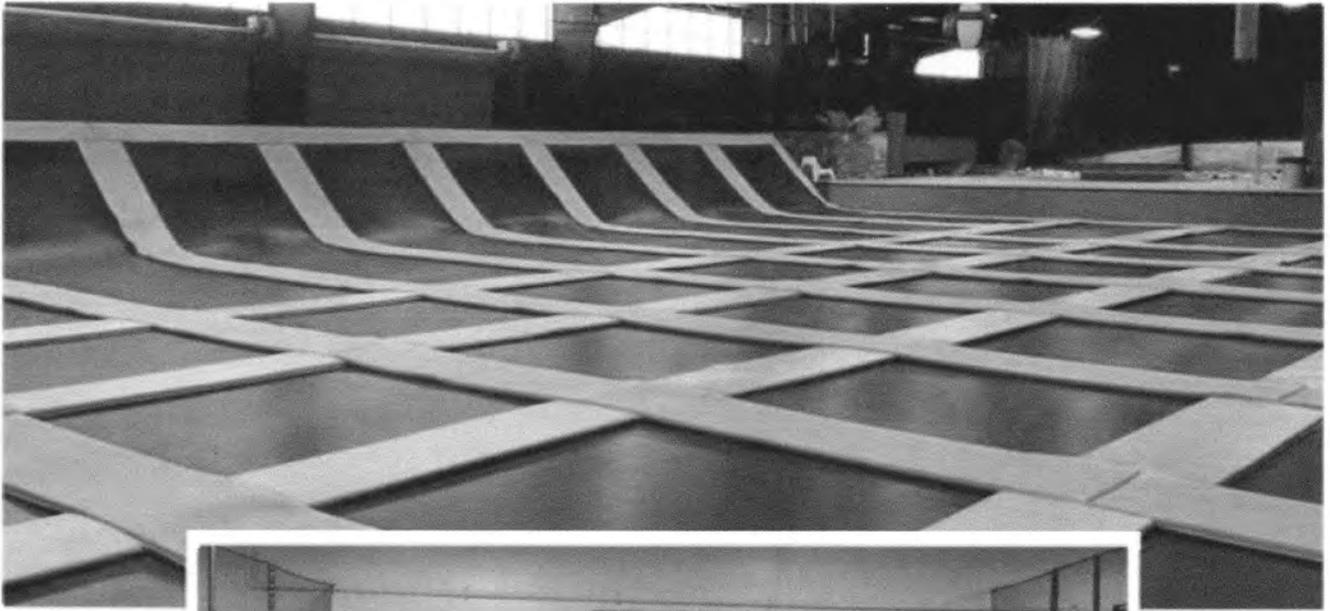
# Ninja Warrior Obstacle Park



**Our Ninja Obstacle Courses are fun and challenging to all ages and levels of experience.**



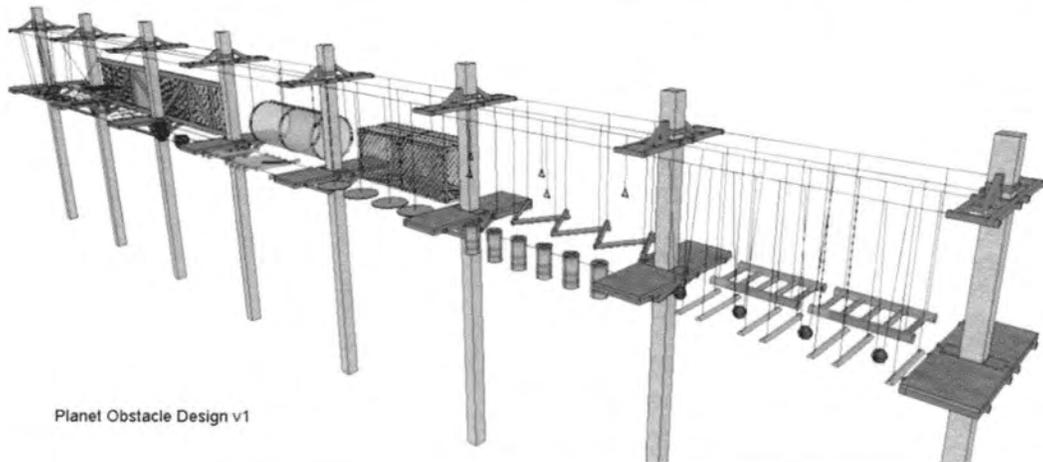
# Trampoline Park



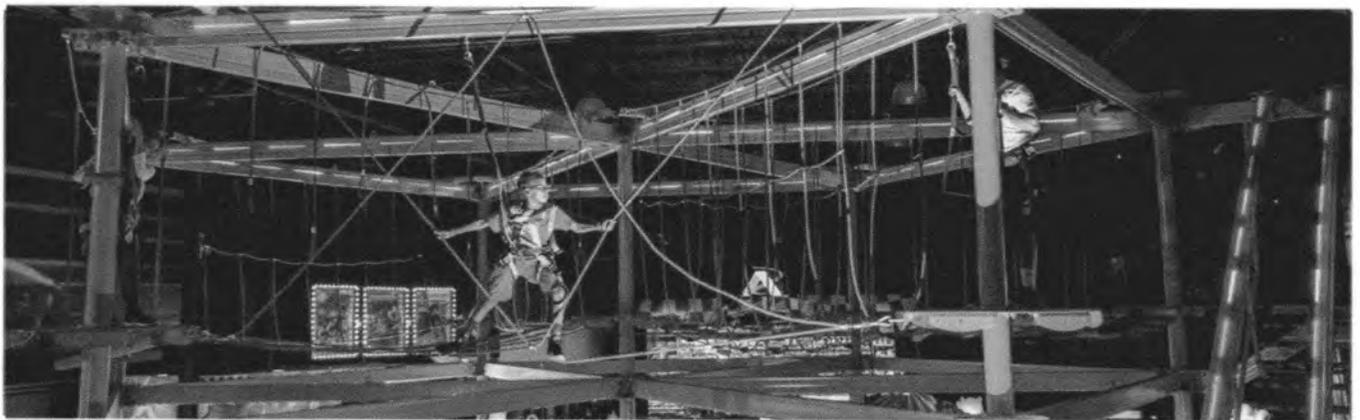
Endless fun of jumping, flipping, dunking, playing dodge ball and more...



# Aerial Rope Course



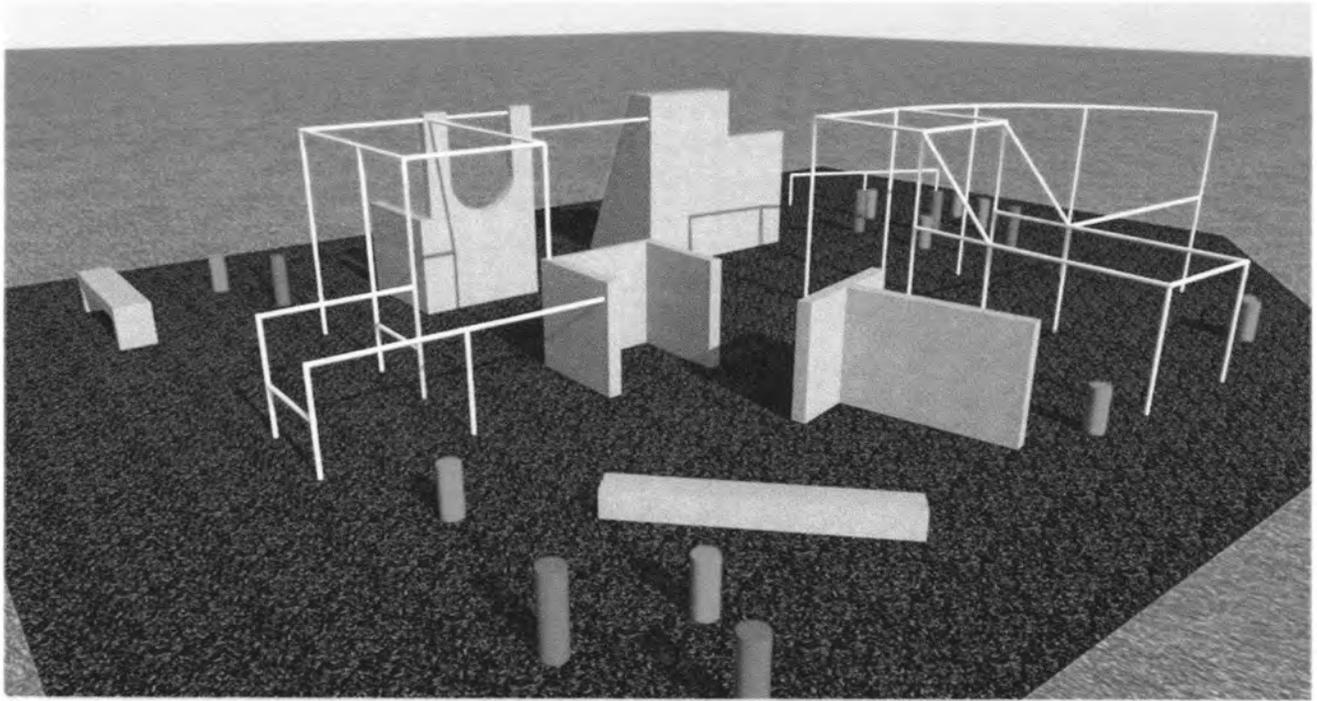
Planet Obstacle Design v1



# Trampoline Bungee



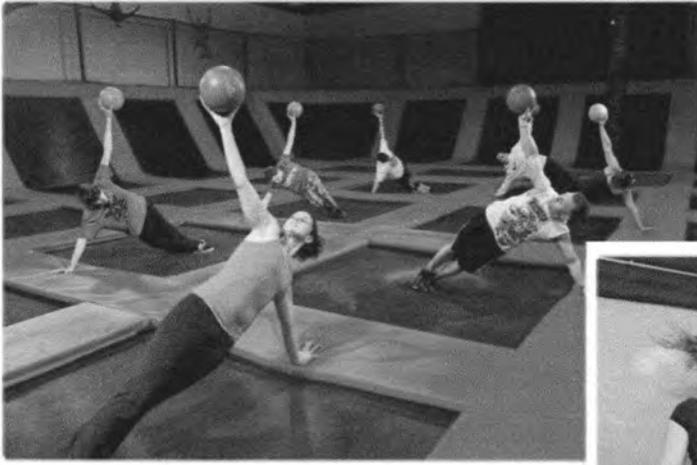
# Parkour Park



Take your urban-street challenge indoors and come to our first in central florida indoor parkour park.



# Alternative Fitness



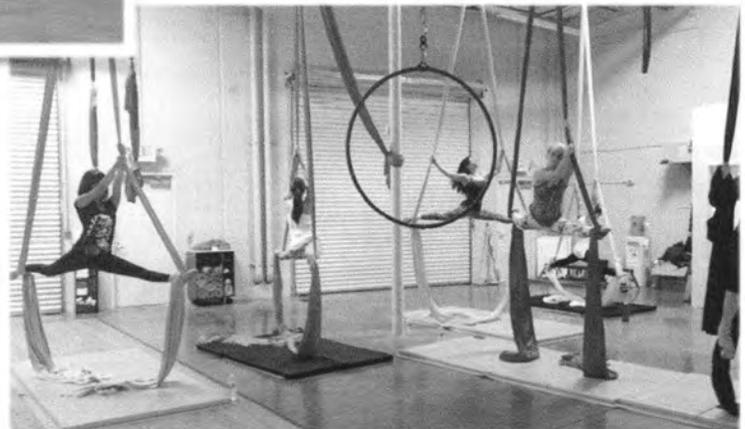
**Mini-Tramps**

**Trampoline Fitness**

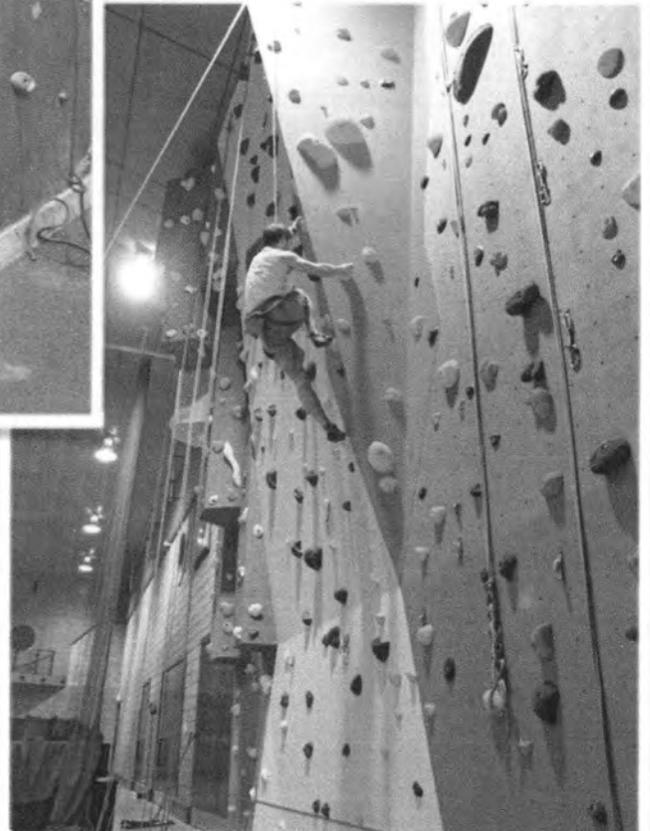
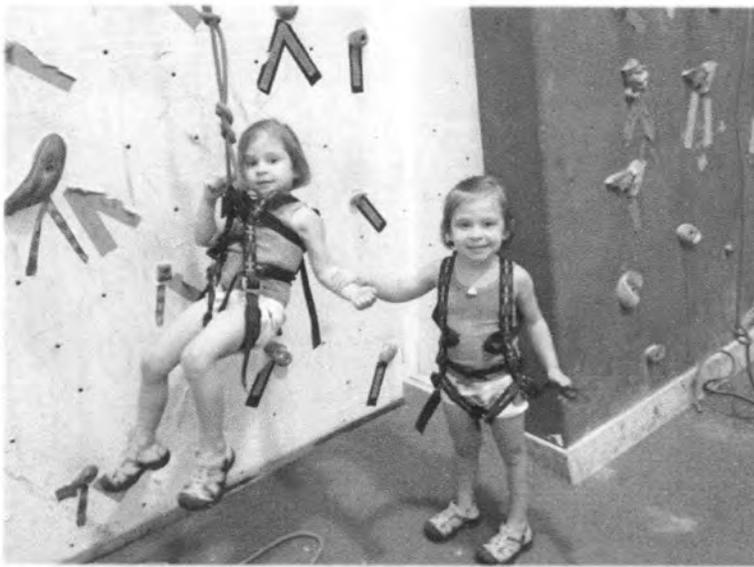
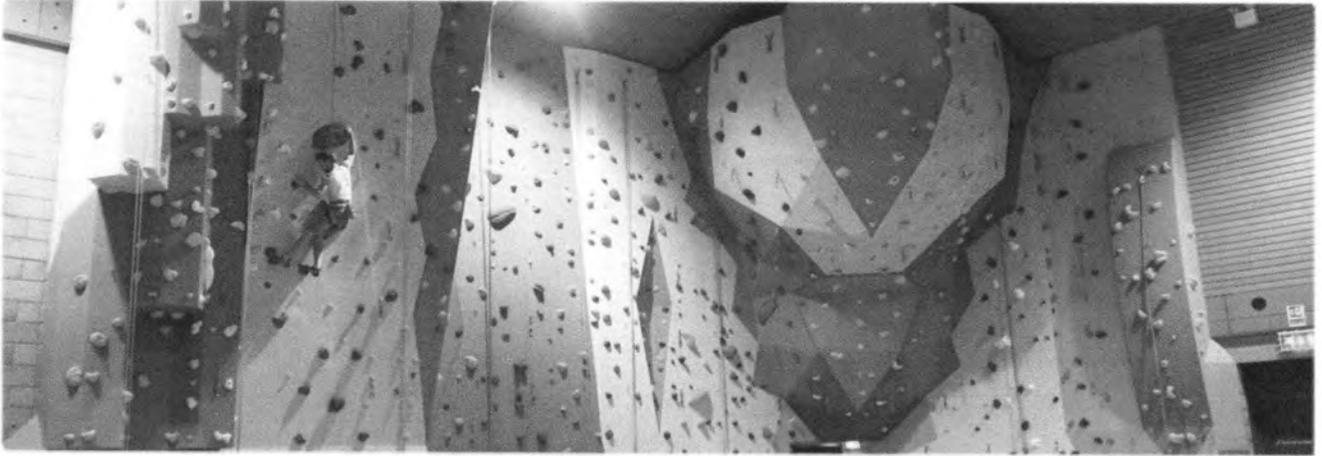


**Aerial Classes**

**Aerial Yoga**



# Wall-Climbing



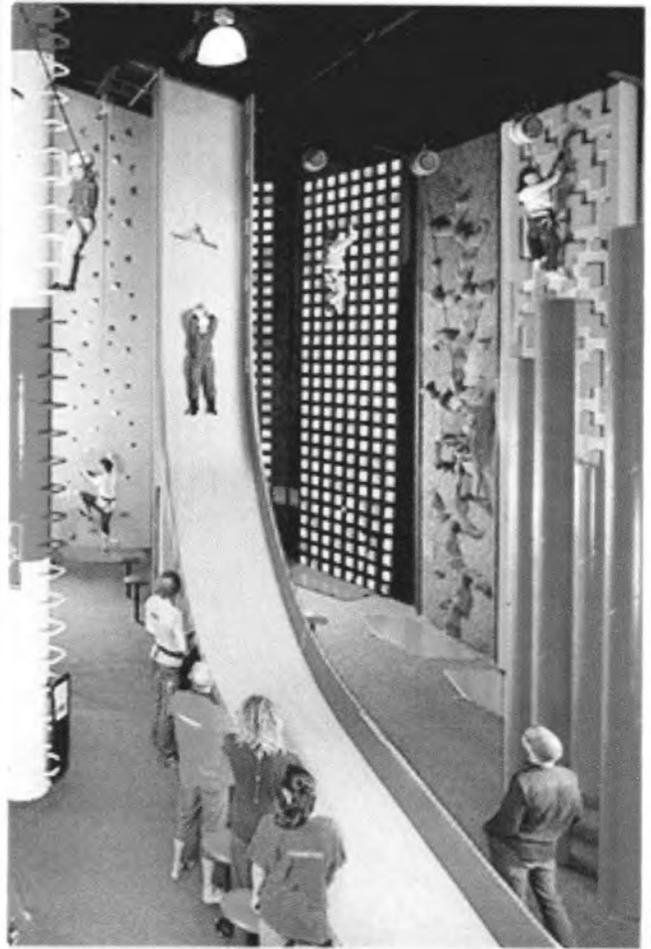
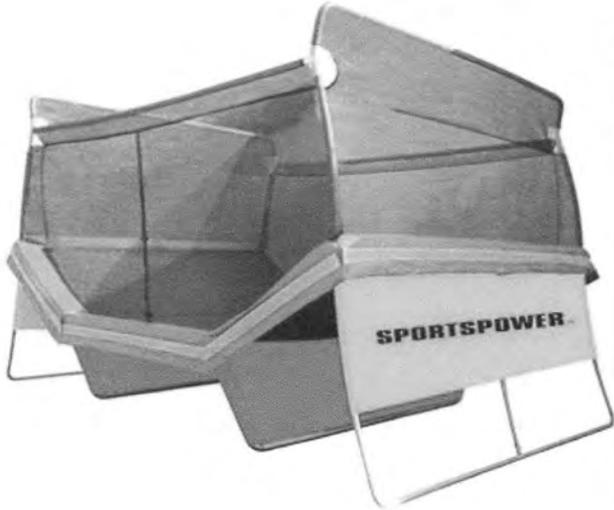
**Our walls will satisfy  
climbers of all ages and all  
levels, from the youngest to  
most advanced.**

# Indoor Playground

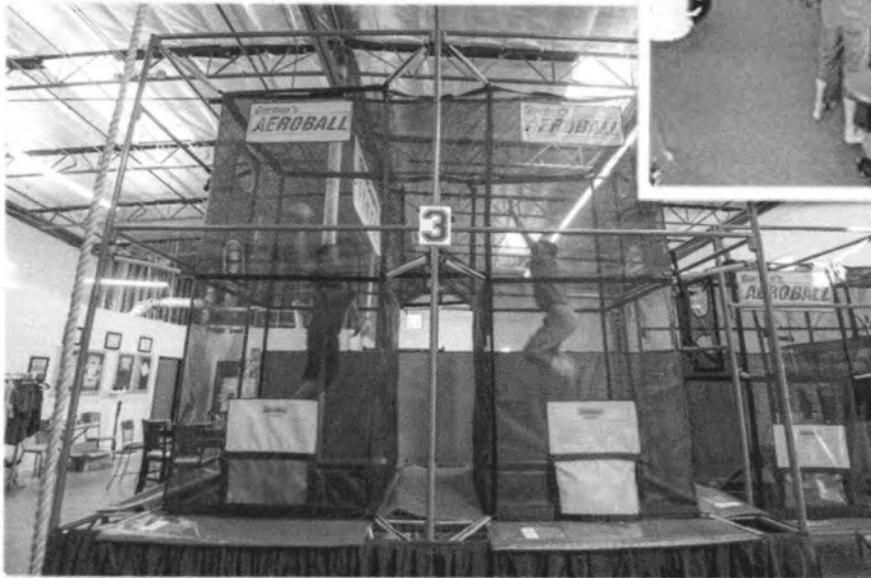


# Other Attractions

V-Tramp Flyer



V-Drop Slide



AeroBall

# Inflatable Park



**Largest Inflatable Indoor  
Playground**



# All You Need In One Place



**Snack and Rest in our Cafe and Lounge**





15<sup>th</sup> October 2015

**To whom it concerns.**

After a distinguished career with the “Moscow Circus” Yuri Maiorov joined Cirque du Soleil in 1995.

For almost 20 years Yuri worked on 4 different Cirque du Soleil productions, of which he is best known for creating and performing the role of the “Flying Man” in the “Aerial Ballet on Silk”, at Cirque’s “La Nouba” at Walt Disney World.

Yuri performed this role in over 7000 live performances before taking the position as creator/coach, which he does to this day.

Yuri’s professionalism and dedication are unquestionable as he played an important role in the overall success of the show La Nouba and Cirque du Soleil in general.

Regards

A handwritten signature in black ink that reads "Neil Boyd".

Neil Boyd  
Company Manager  
Cirque Du Soleil – *La Nouba*

P.O. Box 22157, Lake Buena Vista, Florida 32830 USA



RECEIVED

AUG 16 2016

CITY OF LAKE MARY  
COMMUNITY DEVELOPMENT  
DEPARTMENT

6809 Visitors Cr. Orlando FL 32819 | 407-965-1552 ph. | 407-858-0670 fax

### **Andrei Roublev**

Is the owner and the president of New Image Line Inc., an Orlando based Entertainment Production Company started in 2007. The company is doing business as NIL Entertainment and operating nationwide and worldwide, as well as successfully operates locally under the name of Orlando Circus School and Orlando Flying Trapeze. The company now is providing a world-class entertainment for spectators around the world, professional coaching in all circus disciplines and stunts, and attracts locals and tourists from all over the world as a place with unique experience for all ages that only found in Orlando and Central Florida area.

His busy life began with being a professional gymnast of the national team of Russia, followed by as Flying Trapeze performer at Moscow State Circus company and coming to USA in 1998 to work on Cirque du Soleil's biggest project "La Nouba" as one of main character, principal flying trapeze performer and leader of his show team.

His home is still in Orlando FL shared with his beautiful family of two children and wife!

Included are supporting links:

[www.NILentertainment.com](http://www.NILentertainment.com)

[www.OrlandoCircusSchool.com](http://www.OrlandoCircusSchool.com)

[www.facebook.com/OrlandoCircusSchool](http://www.facebook.com/OrlandoCircusSchool)

[www.facebook.com/OrlandoFlyingTrapeze](http://www.facebook.com/OrlandoFlyingTrapeze)

You may also contact Mr. Andrei Roublev directly via his email  
[Andrei@NILentertainment.com](mailto:Andrei@NILentertainment.com) or phone +1-407-454-2648

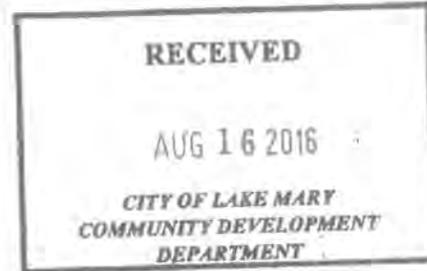
Please use attached list of few contacts for references in regards of Mr. Andrei Roublev.

Patryk Tracz, VP, Life In Color An SFX Entertainment Company 561-926-1794

Alexandra Silva, P, New Century Dance Company 786-223-8142

Jaime Vasquez, CFO, Hardrive Productions 407-929-0067

Michelle Facey, MGRM, Eye on Events, 954-275-9016



17<sup>th</sup> October 2015

**To whom it concerns.**

After an outstanding career as a principle dancer with both the Bolshoi Ballet and the New York City Ballet, Natalia Bashkatova joined Cirque du Soleil in 1997.

Natalia's first role with Cirque was as Lead Dancer with the Las Vegas based show "Mystere".

In 1998 and with her success at "Mystere", Natalia was invited to move to Orlando to be part of and help create the lead dance role for a new show opening at Walt Disney World, Cirque Du Soleil's "La Nouba".

For the last 17 years and for almost 8000 performances Natalia has danced the lead role at "La Nouba".

She is without doubt part of the sole of "La Nouba" and has been a big part in making it one of the most successful shows in history.

Regards

Neil Boyd  
Company Manager  
Cirque Du Soleil – *La Nouba*

P.O. Box 22157, Lake Buena Vista, Florida 32830 USA



1 IX. New Business

2  
3 A. 2016-CU-03: Recommendation to the Mayor and City Commission for a  
4 Conditional Use for a private and retail recreational facility, Planet Obstacle,  
5 located at 1150 Emma Oaks Trail. Applicant: Mr. Andrei Roublev (Public  
6 Hearing – Quasi-Judicial)  
7

8 Chairman Hawkins said this item is quasi-judicial and there is sign-in sheet in the back if  
9 anyone wants to be kept abreast of this item or any of the next two items. The fourth  
10 item is legislative.  
11

12 Mr. Noto showed the location map on the overhead of the subject property located at  
13 1150 Emma Oaks Trail. He showed an aerial of the property on the overhead. The  
14 request before the Board this evening is for a conditional use for a private retail  
15 recreation facility located at the northeast corner of Emma Oaks Trail and Skyline Drive.  
16

17 Mr. Noto said the site plan for the property was approved in 1999. It is just under 17  
18 acres. The original site plan was approved with 190 parking spaces. He pointed out in  
19 the findings of fact there is a note that the total number of parking spaces was increased  
20 to 230.  
21

22 Mr. Noto said the request is for a private retail recreational facility. Over the last few  
23 years we have seen an increase in these types of requests in the M-1A zoning district.  
24 Typically those types of businesses were centered around CrossFit fitness facilities or  
25 karate/dance studios and things of that nature. This is probably the most unique  
26 conditional use request we have received the entire time he has been with the City. He  
27 said he had a video he would show at the end of the presentation.  
28

29 Mr. Noto said the business name is Planet Obstacle. You are familiar with the business  
30 Rebounderz that used to operate in Longwood where it is basically trampolines. You  
31 are familiar with wall climbing facilities in other parts of the County and the region.  
32 Planet obstacle takes those two things, integrates it with the American Ninja Warrior  
33 concept and carnival type atmosphere. There are a lot of different things going on in  
34 this building.  
35

36 Mr. Noto said what really interested us when we met with the applicant--and we have  
37 outlined it briefly but didn't do it justice—is on Page 2 of the staff report is their  
38 backgrounds. Speaking about world renown gymnasts and performers for Russia,  
39 Cirque de Soleil, and the New York City Ballet, they are very prestigious applicants. We  
40 were interested in what they had to present.  
41

42 Mr. Noto said it would take up just under 45,000 square feet of the existing 120,000  
43 square foot building. They would operate Monday to Friday from 3:00 P.M. to 9:00 P.M.  
44 The 3:00 P.M. to 5:00 P.M. window would be for office use and set up of the facility and  
45 from 5:00 P.M. to close is when it would operate as the "private retail recreational  
46 facility". That is key because even though we did our site visits and found the majority

1 of the parking lot was vacant, with the conditional uses it is very important that the most  
2 intense time of the use is occurring during the 9 to 5 workday. That is why we have  
3 outlined in this conditional use that after 5:00 P.M. is when they would open up for the  
4 rock climbing, bumper cars, etc. That would be tied to this conditional use. If they ever  
5 changed that they would have to go back through the conditional use process.  
6

7 Ms. Noto said on Saturday it would operate from 10:00 A.M. to 11:00 P.M. and on  
8 Sunday they would operate from 10:00 A.M. to 8:00 P.M. During the school break in  
9 the summertime they are looking at a 15-week camp offering. They look to have 14  
10 staff members and the projected number of guests is 123 per day. That would be after  
11 5:00 P.M.  
12

13 Mr. Noto said on Pages 3, 4, and 5 of the staff report we have outlined the six and  
14 seven findings of fact from Chapter 154.72 of the City's Code where we have the six  
15 provisions and staff's finding. Finding of fact No. 2 was based upon access to the site  
16 and parking. There are three curb cuts into the site. There are three different access  
17 points for cars and pedestrians into the site. Cars do have the ability to go completely  
18 around the site. There is parking in the rear of the building. He pointed out the  
19 additional parking built after the original site plan was approved in 1999 and where we  
20 get the increase from the 190 to the 230.  
21

22 Mr. Noto said when we did the postings of the property, we did some subsequent  
23 inspection of the site just to see how parking was going 8 to 5. He pointed out the area  
24 where most of the parking was occurring. It wasn't 100% filled. They would generally  
25 be taking up the western side of the building. Three to 5 is going to be the office. Being  
26 that they only have 14 people working we don't foresee a parking issue given that the  
27 most intense part of the use occurs after 5:00 P.M. and we are comfortable with the  
28 request, not only from a functionality standpoint but from a code standpoint which is  
29 what we have outlined in finding of fact No. 2 that even after 5 if we took this at the most  
30 restrictive parking standard of 4 per 1,000 they would be in good shape and would meet  
31 code.  
32

33 Mr. Noto said Provisions 4, 5 and 6, given it is an existing site, there are no issues with  
34 utilities or buffering. They are not making any site changes to the project area so we  
35 found no issues with those provisions.  
36

37 Mr. Noto said finding of fact No. 7 is that staff has found the request to operate a private  
38 and retail recreational facility in the M-1A Office/Light Industrial zoning district located at  
39 1150 Emma Oaks Trail does not adversely affect the public interest, is a reasonable  
40 request based on the aforementioned findings of fact and we are recommending  
41 approval.  
42

43 Mr. Noto said we have provided for information purposes four prior conditional use  
44 requests that we have processed over the last five or six years. This is the most unique  
45 one we have received but it still falls within the umbrella of the private and retail  
46 recreational facility.

1  
2 Mr. Noto showed their concept building layout on the overhead. They haven't submitted  
3 any building permits yet but they did provide this and we had multiple first step meetings  
4 with them. We emphasized them meeting with the fire marshal or building official. It's a  
5 big challenge with these types of warehouse buildings where you are going from  
6 warehouse to assembly uses. A lot of times there are a lot of improvements in the  
7 building that need to be made. We learned that in processing so many of these types of  
8 uses over the years. The reason we started the first step process was because of  
9 private and retail facilities and these warehouse buildings. The layout shows the  
10 trampolines, the car obstacles in the middle which are the bumper cars, gymnastic  
11 floors, ninja warrior areas for adults and kids. It's just a host of things to do.  
12

13 Mr. Noto played a video of the operations.  
14

15 Mr. Noto said we reviewed this against all the required codes in Chapter 154. We found  
16 it meets all the requirements for recommendation approval to the Mayor and  
17 Commission. He noted the applicants were present.  
18

19 Andrei Roublev, applicant, 8643 Dover Oaks Court, Orlando, Florida 32836, came  
20 forward.  
21

22 Yuri Maiorov, applicant, came forward. He said he is a United States citizen and has  
23 lived in Orlando for the last 18 years. We used to work in Cirque de Soleil for the last 20  
24 years. He said he is now working as a coach and creator for La Nouba which he  
25 finished three years ago after 7,000 live shows. Andrei also has a circus school and  
26 flying trapeze school in Orlando.  
27

28 Chairman Hawkins asked the applicants if they had anything to add to Mr. Noto's  
29 presentation.  
30

31 Mr. Maiorov answered negatively. He thought Mr. Noto's presentation was the best and  
32 had nothing to add unless the Board had questions.  
33

34 Member Aycoth asked the Mr. Maiorov to state his address.  
35

36 Mr. Maiorov stated he lives at 10020 Canopy Tree Court, Orlando, Florida 32836.  
37

38 Member Aycoth asked if they had another facility in operation.  
39

40 Mr. Maiorov said not exactly the same thing. The video was taken from different places.  
41 He said he owned a circus school and flying trapeze school in Orlando. It is similar but  
42 not exactly what was on the video.  
43

44 Chairman Hawkins said that was a very impressive idea they have come up with.  
45

1 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
2 came forward and the public hearing was closed.

3  
4 **Sam Aycoth moved to approve 2016-CU-03, recommendation to the Mayor and**  
5 **City Commission for a Conditional Use for a private and retail recreational facility,**  
6 **Planet Obstacle, located at 1150 Emma Oaks Trail with the seven findings of fact,**  
7 **seconded by Steven Gillis and motion carried unanimously 5 – 0.**

8  
9 Chairman Hawkins asked when this goes to the City Commission.

10  
11 Mr. Omana stated October 6<sup>th</sup>.

12  
13 B. 2014-SP-02: Recommendation to the Mayor and City Commission for a site  
14 plan approval to construct 4,999 square feet of commercial space at 187 East  
15 Crystal Lake Avenue (Station Pointe). Applicant: Mr. Chris Mahnken (Public  
16 Hearing – Quasi-Judicial)

17  
18 Chairman Hawkins said this is quasi-judicial and there is a sign-in sheet in the back if  
19 anyone wants to be kept abreast of this item.

20  
21 Chairman Hawkins questioned why not 5,000 square feet.

22  
23 Mr. Noto said the reason for the 4,999 is when you hit 5,000 you have to have fire  
24 sprinklers. We jokingly call that the Terry Shaw specials because those are the sizes of  
25 the buildings he has built on Fourth Street.

26  
27 Mr. Noto showed an aerial of the subject property on the overhead. There is an existing  
28 building on the site. The property was platted in 1920 as part of the Crystal Lake Winter  
29 Homes subdivision. The existing building is 4,504 square feet and currently has a small  
30 fitness center operating out of it. The applicant rezoned the property from C-1 General  
31 Commercial to DC Downtown Center in April of 2009. The existing building is just over  
32 4,500 square feet. The plan is to demolish back to the metal studs and rebuild as a  
33 4,999 square foot building.

34  
35 Mr. Noto said we have been working with the applicant for a number of years. Based  
36 on the SunRail development that has occurred, we worked with the Florida Department  
37 of Transportation with the applicant for a number of years to build a platform connection  
38 to the subject property which we and the applicant had been waiting on for two to three  
39 years in order to get a permit. We are happy to say that a majority of that has been  
40 built. The remainder will be built when the site is redeveloped. The intent of the  
41 redevelopment is to rebuild the building, take advantage of SunRail, take advantage of  
42 the redevelopment that has occurred in the general corridor, and bring in  
43 restaurant/café type uses.

44  
45 Mr. Noto said after we received the site plan and started working through it with the  
46 applicant and discussions with administration, there is some open space area next to



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

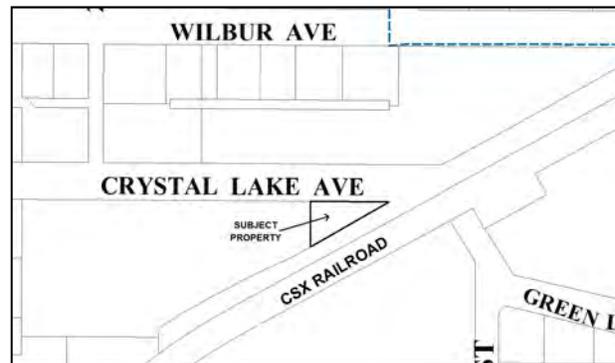
VIA: Jackie Sova, City Manager

SUBJECT: Site plan approval to construct 4,999 sq. ft. of commercial space at 187 E. Crystal Lake Ave., Station Pointe; Chris Mahnken, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)

**APPLICANT:** Mr. Chris Mahnken

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

**REQUEST:** The applicant is requesting site plan approval to construct a 4,999 sq. ft. building at 187 E. Crystal Lake Ave. There is an existing building on the site that will be partially demolished.



### **DISCUSSION:**

**Location and History:** The property was originally platted in 1920 as lots 15+18, block 39 of the Crystal Lake Winter Homes subdivision. Currently, there is a 4,504 sq. ft. office building on the property. In April 2009, the property was rezoned from C-1, General Commercial, to DC, Downtown Centre. City staff has been working with the applicant for a number of years regarding redevelopment of the property.

## Zoning

NW PUD	N PUD	NE PUD
W DC	SITE DC	E SunRail/DC/ R-1A
SW DC	S SunRail/ R-1A	SE SunRail/ R-1A

## Future Land Use

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

**Project Description:** The applicant plans on redeveloping the property with a 4,999 sq. ft. building. The existing structure will be demolished back to the metal framing and rebuilt. In addition, the parking lot will be rehabilitated and new landscaping will be installed. A pedestrian connection was recently made to the SunRail Platform. That project will be completed during the site improvements for this project. The intent is to replicate what has occurred along 4<sup>th</sup> St. and Lakeview Ave. with shops and restaurants that have outdoor seating. As a result of this project, City staff is planning on creating an outdoor plaza/park space on existing open space between the subject property and the Police Department. This would allow for overflow and outdoor space to be used by Station Pointe customers, Station House residents, people waiting for SunRail, and the like. Photos of this area are attached to this report for informational purposes.

**Access:** Access to the site is from E. Crystal Lake Ave. The applicant is moving an existing curb cut that is on the west side of the property, to the east so that it lines up with the parking lot. The building will be surrounded with pedestrian plaza space, which is a change from the existing condition that allows for vehicular access around the building. There is already pedestrian access available to the site from the sidewalk on the north side of the property. An ADA connection will be made to that sidewalk. The applicant has constructed a pedestrian ramp from the SunRail Platform on the southwest corner of the property that will be finalized during site construction. The ramp will allow for people on the SunRail Platform to directly access the southwest corner of the Station Pointe site.

**Environmental:** No environmental report is required as the site is already developed.

**Landscaping and Irrigation:** Sabal palms will be provided along the northern perimeter of the site to match the corridor plantings that were provided when Station House was constructed. Additional landscaping will be planted adjacent to the SunRail Platform, as well as in the northeast corner of the site. The applicant will also be providing foundation landscaping similar to other businesses in the Downtown. The landscaping plan meets the requirements of 154.67(F) (3). Irrigation is being provided around the perimeter of the site for the new plantings.

**Open Space:** The applicant is providing 10% open space, which meets the 10% minimum outlined in the Comprehensive Plan.

**Parking:** On-street parking is already available along E. Crystal Lake Ave. The applicant will be providing 11 on-site spaces. In 2013, the City adopted new parking standards under the West Village Development Standards section of the code that removed any parking requirements for any property that directly abuts the commuter rail platform. As a result, the applicant exceeds the parking requirements of code.

**Stormwater Management:** The applicant is providing less impervious coverage than what exists. As such, historical flow will be maintained and no stormwater improvements are required.

**Trash:** A dumpster and dumpster enclosure is being provided along the eastern property line.

**Utilities:** All utility connections are being made at the southwest corner of the building with ROW connections being made adjacent to the western property line.

**FINDING OF FACT:** Staff finds that the proposed site plan complies with the relevant sections of the City of Lake Mary Code of Ordinances and Comprehensive Plan and recommends approval with the following conditions:

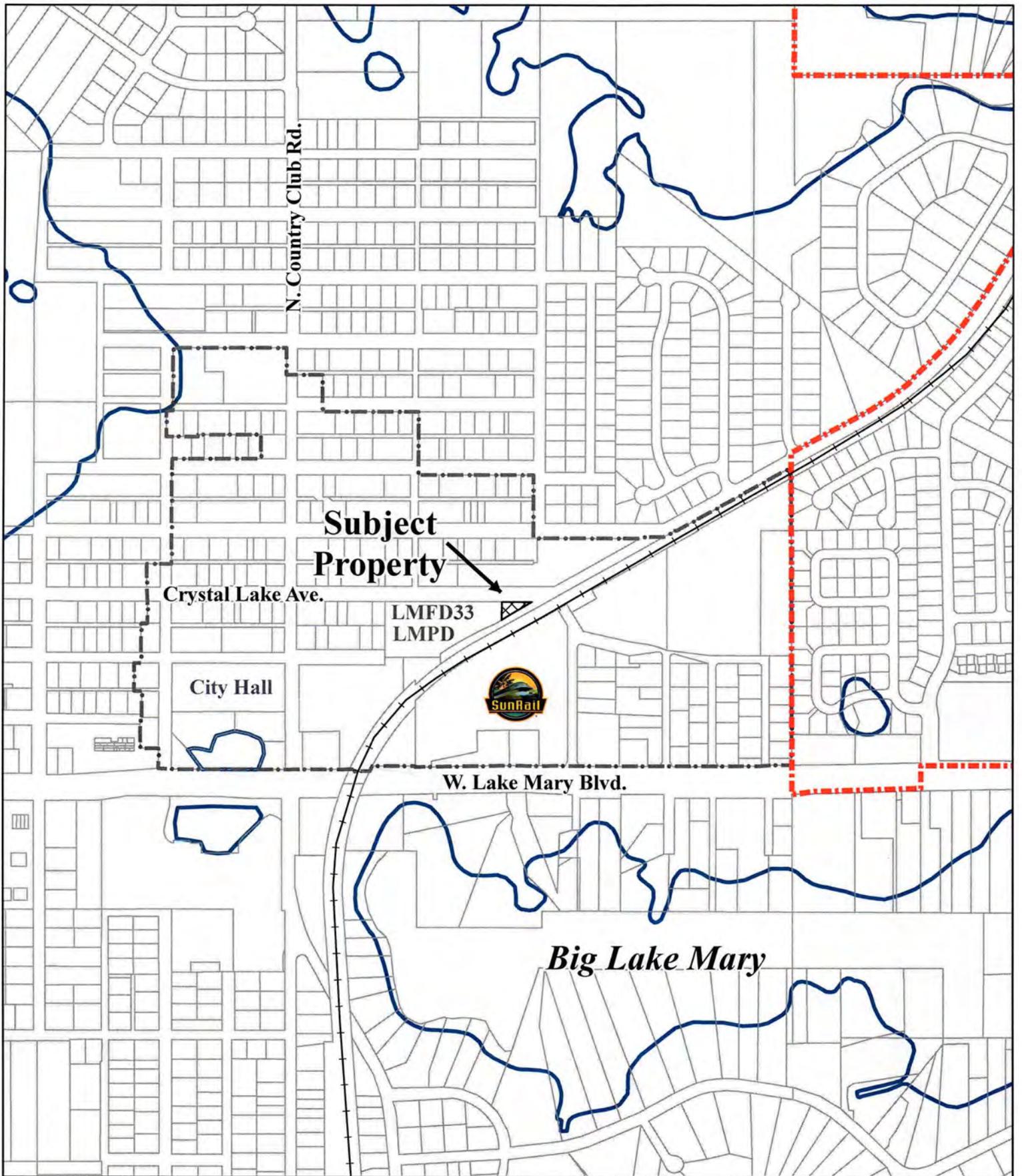
1. The dumpster enclosure shall be a minimum 6' tall masonry wall and must be constructed of a permanent, low maintenance finish such as patterned concrete, rock-salted concrete, split face or ribbed concrete, stone, brick, or tile. Stucco and raw concrete are not acceptable finishes. Gates necessary to access the refuse area shall be a minimum of six foot high and may be constructed of wood.
2. The site construction permit plans shall show irrigation details, including but not limited to, stub outs to all areas needing irrigation.

**PLANNING AND ZONING BOARD:** At their regular September 13, 2016 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of the proposed Site Plan, with staff's conditions.

**LEGAL DESCRIPTION:** LEG LOTS 15+18 BLK 39 CRYSTAL LAKE WINTER HOMES SUBD PB 2 PG 11.

**ATTACHMENTS:**

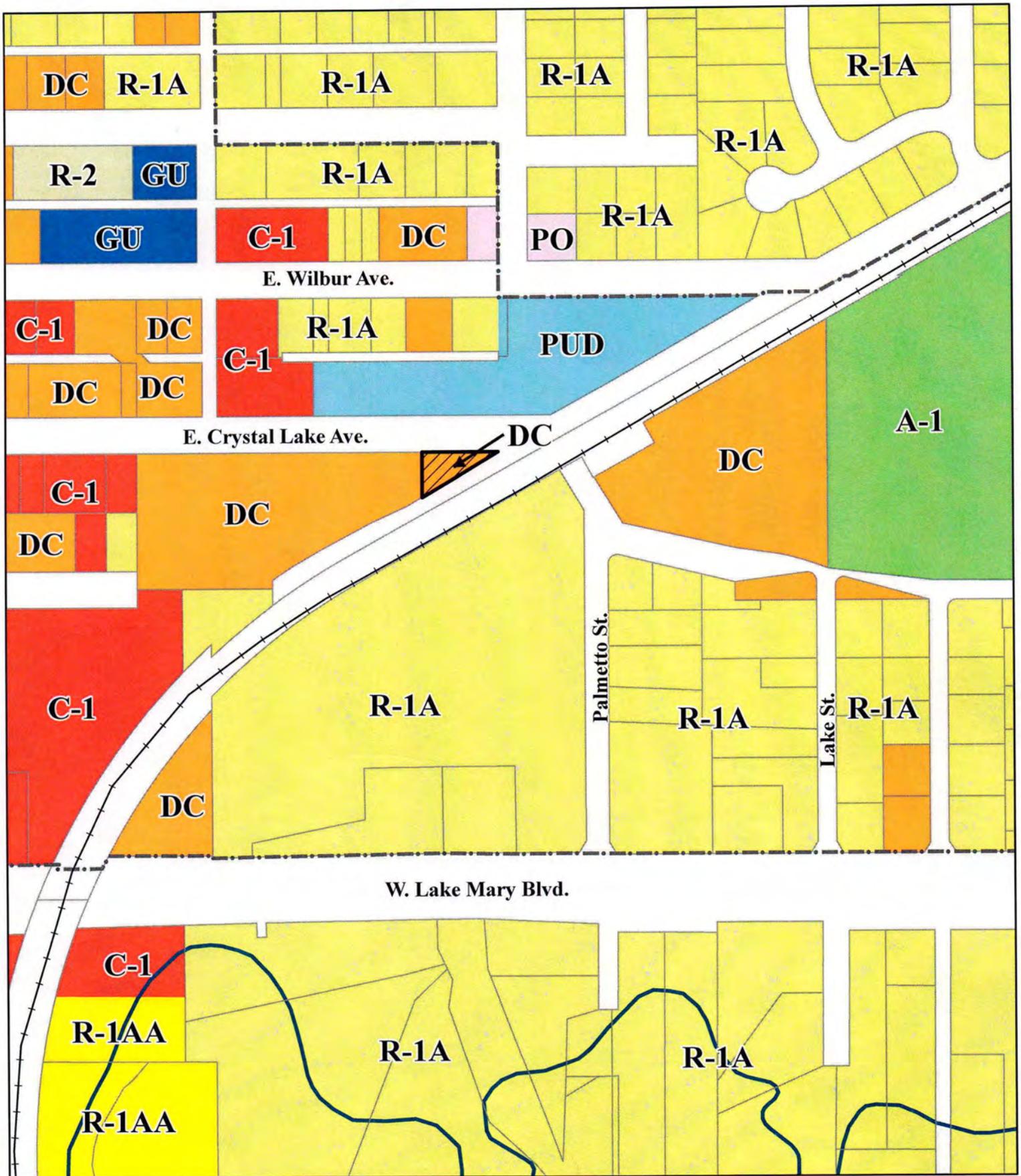
- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- Photos of open space
- Color rendering of building
- 8.5" x 11" copy of sheet C4
- Site Plan
- September 13, 2016 Planning & Zoning Board Minutes



## *Location Map*

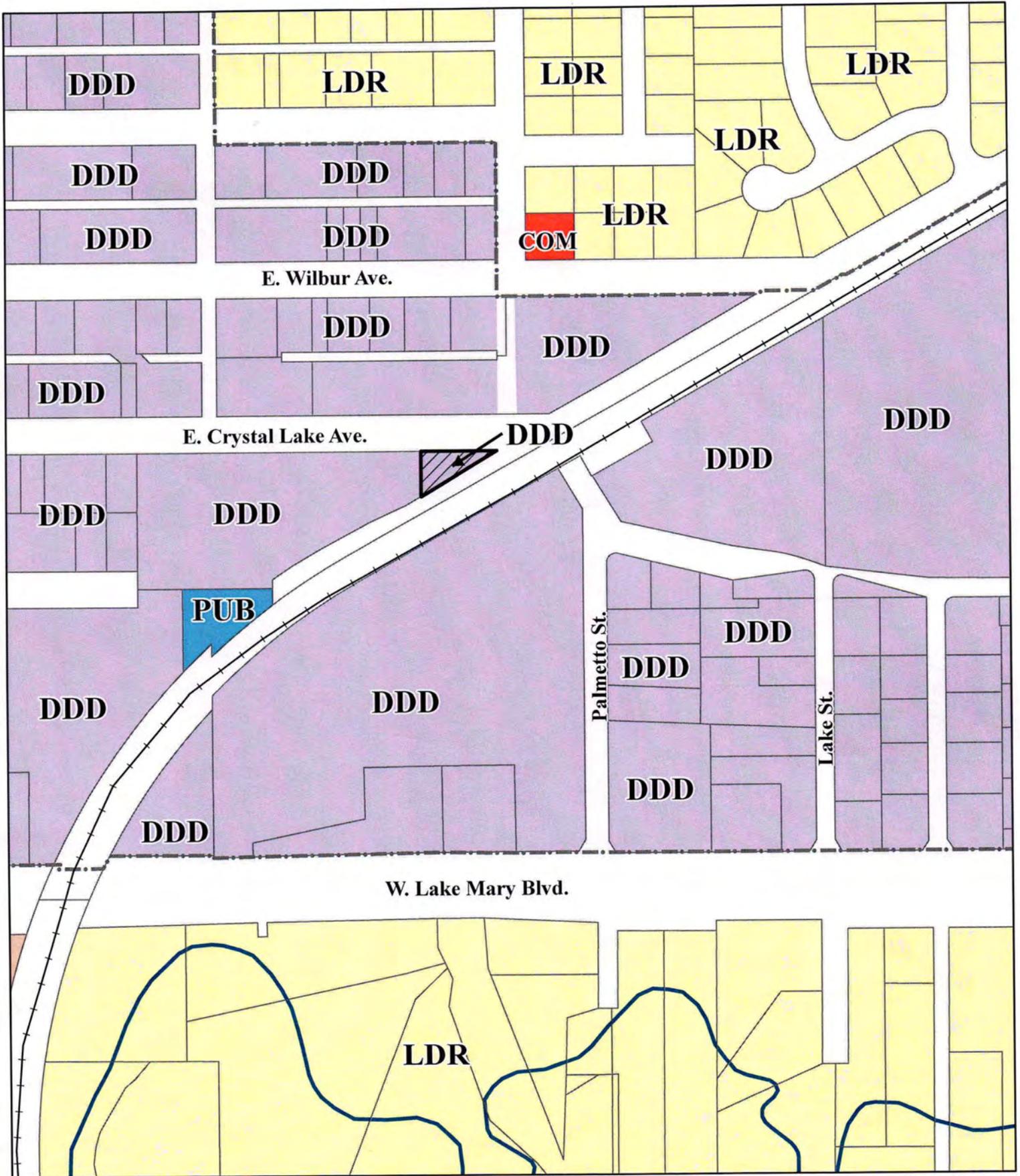
Station Pointe  
187 E. Crystal Lake Ave.





**Zoning Map**  
 Station Point  
 187 E. Crystal Lake Ave.



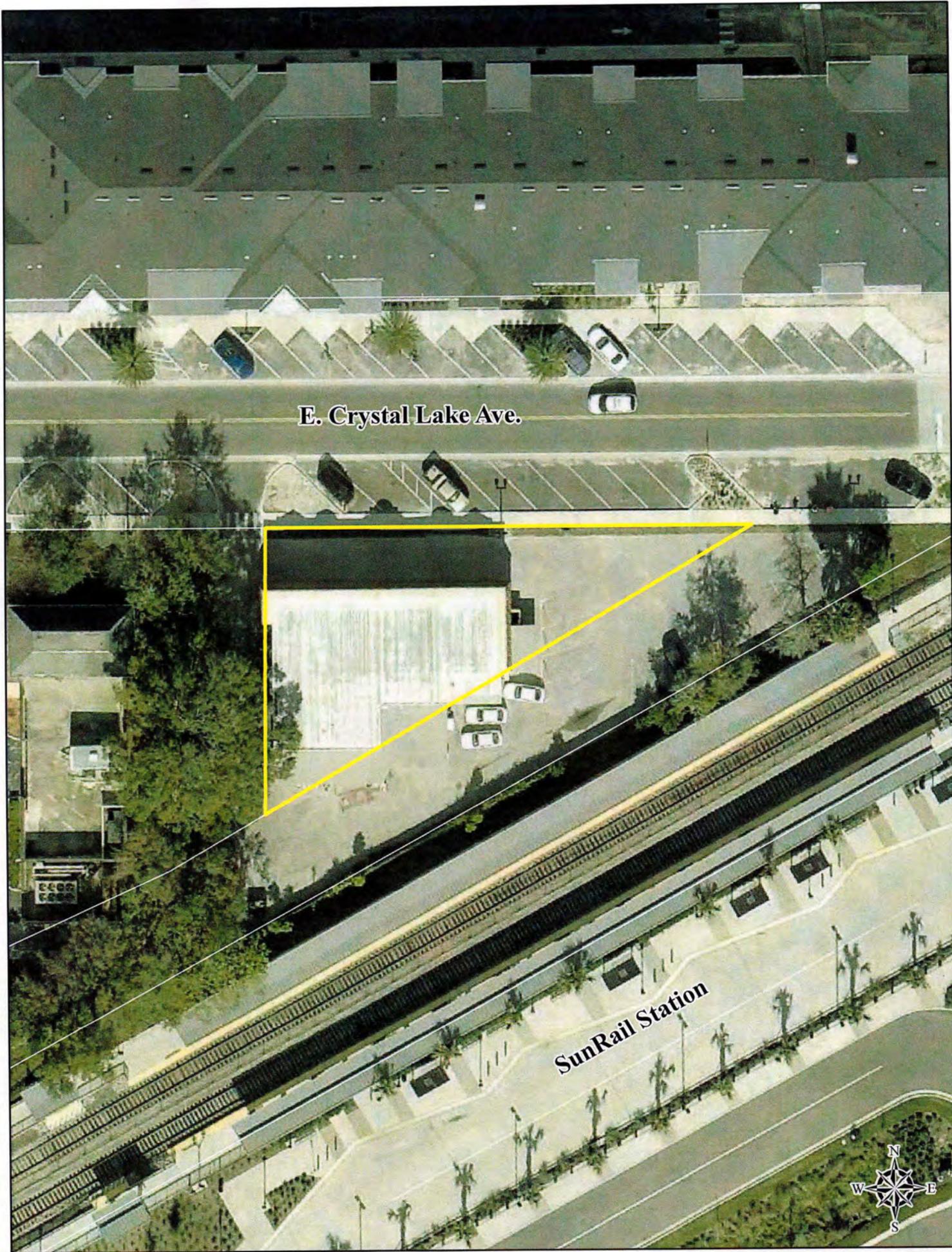


**Future Land Use Map**

Station Pointe

187 E. Crystal Lake Ave.





**E. Crystal Lake Ave.**

**SunRail Station**



Pictures of open space between the Mahnken Property and the  
Police Department







1  
2 B. 2014-SP-02: Recommendation to the Mayor and City Commission for a site  
3 plan approval to construct 4,999 square feet of commercial space at 187 East  
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8 anyone wants to be kept abreast of this item.  
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11

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13 sprinklers. We jokingly call that the Terry Shaw specials because those are the sizes of  
14 the buildings he has built on Fourth Street.  
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17 building on the site. The property was platted in 1920 as part of the Crystal Lake Winter  
18 Homes subdivision. The existing building is 4,504 square feet and currently has a small  
19 fitness center operating out of it. The applicant rezoned the property from C-1 General  
20 Commercial to DC Downtown Center in April of 2009. The existing building is just over  
21 4,500 square feet. The plan is to demolish back to the metal studs and rebuild as a  
22 4,999 square foot building.  
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25 on the SunRail development that has occurred, we worked with the Florida Department  
26 of Transportation with the applicant for a number of years to build a platform connection  
27 to the subject property which we and the applicant had been waiting on for two to three  
28 years in order to get a permit. We are happy to say that a majority of that has been  
29 built. The remainder will be built when the site is redeveloped. The intent of the  
30 redevelopment is to rebuild the building, take advantage of SunRail, take advantage of  
31 the redevelopment that has occurred in the general corridor, and bring in  
32 restaurant/café type uses.  
33

34 Mr. Noto said after we received the site plan and started working through it with the  
35 applicant and discussions with administration, there is some open space area next to  
36 this building in between the Police Department and the subject site that we are going to  
37 look into turning into park space. The plan is to have a restaurant space on the west  
38 side of the building, blow out part of the wall, have some outdoor seating and maybe a  
39 wine bar. The City wants those folks along with other folks to be able to spill over to a  
40 larger park space and make a small activity center that you can get to right from the  
41 SunRail platform. He showed some pictures of the greenspace area on the overhead.  
42 There's not much going on there now. There are a couple of trees and a hedgerow.  
43 We have started talking with our Parks Department and Parks Director on some designs  
44 that can be done there. Nothing too pricey but something that will improve upon it and  
45 make it more pedestrian friendly.  
46

1 Mr. Noto showed Sheet C-4 on the overhead. Some small things occurring from an  
2 engineering standpoint on the site is the current curb cut to get onto the property is  
3 going to be closed and moved in order for people to continually access the on-site  
4 parking. They are going to shift the on-street parking that exists there today to where  
5 the curb cut is being closed so we are going to keep the same amount of on-street  
6 parking that was constructed as part of Station House. There is going to be a paver  
7 patio area around the perimeter of the building, the sides and the front. The back will be  
8 screened and is where the AC units and other utility units will be. In that general area is  
9 where the platform connector is at the southwest corner of the building. They are  
10 decreasing the amount of impervious space so they are not required to do major  
11 stormwater improvements. The site drains to the southwest now and it will continue to  
12 do so.

13  
14 Mr. Noto said the dumpster is going to be placed as shown. Access to that will remain  
15 simple. Over the years when we were discussing this project, there were several  
16 different reiterations. At one point there was discussion about roll out garbage  
17 containers when the project was going to be more dense. Now we are looking at your  
18 standard dumpster enclosure and dumpster facility located at the curb cut.

19  
20 Mr. Noto said the proposed landscaping will be similar to that provided as part of the  
21 Station House project so it is going to match the corridor that was created as part of  
22 Station House with palm trees and other similar plantings along Crystal Lake Avenue.

23  
24 Mr. Omana asked Mr. Noto to clarify the connector to the west.

25  
26 Mr. Noto said the sidewalk is not occurring. There was a time when we were having  
27 discussions with the applicant that we were going to install a sidewalk connector from  
28 that part of the project over to the sidewalk that was built as part of the SunRail  
29 enhancements projects that go around the pond of the Police Department to Lakeview.  
30 Instead of doing that we are doing the park. We believe the sidewalk isn't needed  
31 anymore because of the platform connector but more importantly there were issues with  
32 existing drainage, slopes and other engineering issues that we didn't want to get  
33 involved with. Instead we are going to do the park open space and rely on the sidewalk  
34 connection that was just built by Mr. Mahnken and the sidewalk connection that was  
35 built by the City as part of the enhancements projects.

36  
37 Mr. Noto said from a parking perspective, the parking that is out there is going to be  
38 restriped. We changed the code in 2013 to allow sites that abut a mass transit station  
39 to not have any parking. If he were required to meet the regular parking standards, he  
40 meets or exceeds code. In addition there are the 80 to 100 on-street parking spaces  
41 immediately adjacent to the project area. There are 67 first floor parking spaces as part  
42 of the Station House garage and there are over 300 parking spaces as part of SunRail.  
43 In addition to that the City is looking into potentially putting in signs regulating the  
44 amount of time people can park on the spaces on Crystal. The reason being is people  
45 are parking there in the morning and taking SunRail and leaving their cars there for the  
46 entire day. It's not much of an issue now given there is just one business facility;

1 however, as restaurants and other types of retail establishments go in, if you have all  
2 these parking spaces taken up by people who leave their car there the entire day it  
3 makes a negative situation for everybody involved. That is what the SunRail parking lot  
4 is for.

5

6 Mr. Noto said staff finds the proposed site plan complies with the relevant sections of  
7 the City of Lake Mary Code of Ordinances and the Comp Plan and are recommending  
8 approval with the two conditions shown in the staff report. He noted the applicant was  
9 present.

10

11 Alternate Member Threlkeld asked about bicycle parking.

12

13 Mr. Noto said the Downtown Centre Code requires there be bike racks on properties  
14 redeveloped in the City. We will make a note on the site permit that they show where  
15 the bike rack will go.

16

17 Mr. Noto showed a rendering of the building on the overhead. The front of the building  
18 will be facing Station House.

19

20 Chairman Hawkins asked Mr. Noto to zoom in on the parking space with the circle 3. It  
21 appears that this site would benefit for all of these parking spaces being at an angle.  
22 The parking space where No. 3 is there is no way to get a car in that spot between the  
23 parking space and the concrete curb. It's kind of the same thing when you pull into this  
24 site. The first parking space on the right as you come in, it's pretty impossible to make  
25 that turn to get into that space without some maneuvering. He liked everything about  
26 the site especially connecting to the platform. His suggestion was for all parking to be  
27 diagonal including the dumpster. The space for No. 3 is you won't be able to get in  
28 there if there is a car to the left of it. It makes logical sense to make the parking spaces  
29 by the building all diagonal. That way you can pull in and pull out a lot easier. He  
30 asked if that made sense.

31

32 Mr. Noto answered affirmatively and said he understood what Chairman Hawkins was  
33 saying. The existing spaces adjacent to the building are at an angle. We had a  
34 discussion with the applicant about that. When we realized it had been this way for  
35 years, we thought we would leave it and see what happens. He said he didn't disagree  
36 that the space is tricky.

37

38 Chairman Hawkins said space No. 3 is useless.

39

40 Mr. Omana said maybe for a motorcycle and even then it would be challenging.

41

42 Chairman Hawkins said the spaces by the building may be all right to have  
43 perpendicular but the spaces on either side of the dumpster need to be diagonal.

44

1 Mr. Noto said we will work with him on that. The good thing is they don't need parking  
2 from a code perspective so we can play with losing a space or two to make the flow  
3 better.

4  
5 Chairman Hawkins said he would make another comment and would like it to be passed  
6 along to Parks & Recreation and that is if you are going to have a restaurant with  
7 outdoor seating on the west side of this building, it's going to be hot in the sun. Unless  
8 there is an overhang similar to what Fourth Street Grill did to where they just covered the  
9 whole thing with a canopy, or unless Parks & Recreation wants to plant a row of trees  
10 as part of their park, it's going to be uninhabitable most of the year outside in the sun.  
11 He thought Mr. Noto should take that into strong consideration for whoever is going to  
12 be running that restaurant. Unless you have better covering it's going to be unbearable.  
13 That's the way it was with Fourth Street Grill when they built it. They didn't have the  
14 covering and they wanted to use it as a patio and it was unbearably hot.

15  
16 Mr. Noto said he would pass that along.

17  
18 Member Taylor said the building looks great. Related to the park, she asked if there  
19 had been discussion with the Police Chief. Having spent time a lot of time at police  
20 departments and understanding the work going on, generally law enforcement doesn't  
21 like a lot of people loitering around, especially consuming alcohol late at night right  
22 outside their windows. It tends to make them jittery and tends to make everyone inside  
23 a little unhappy. It's not a very large area. She asked what measures are being  
24 discussed. She was sure the Chief wants to be supportive of Parks & Rec in doing all  
25 of this but from the inside that doesn't sound good.

26  
27 Mr. Noto said we have started the preliminary discussions with them and we are going  
28 to keep them as part of the design team that puts this together to make sure that  
29 whatever design we come up with will meet their needs. Everything pointed out is  
30 addressed in some way whether it be landscape buffers or some other types of  
31 measure to make sure they are as comfortable as possible with the park being there.

32  
33 Member Taylor said they may not be willing to say it but will tell you if you poll law  
34 enforcement at other places they would say it is not a good idea. That is not a great  
35 area from a law enforcement perspective to have people milling around.

36  
37 Member Aycoth said in looking at the rendering it looks like all the entrances will be  
38 external and there is no central hallway or anything of that nature. He asked how  
39 deliveries would be made. We are talking about a restaurant which will be daily or  
40 every other day deliveries and was assuming other retail.

41  
42 Mr. Noto said he would defer that to the applicant. We haven't received a building  
43 permit for how the interior of the building would be laid out so we haven't gotten to that  
44 point from a staff review perspective.

1 Member Aycoth said his concern was you are integrating parking and exterior building  
2 with delivery. Most other developments have a special delivery area.

3  
4 Mr. Noto said to the best of his knowledge for the restaurants on Fourth Street, the  
5 vendors park in the street while they make their deliveries. The back of the Fourth  
6 Street Grill there is parking on Seminole and there is a one way to get behind there, but  
7 he has seen beer trucks and the like park on Fourth Street and make their deliveries.

8  
9 Member Aycoth asked if that would be acceptable on Crystal. He wasn't familiar with  
10 the flow on Crystal.

11  
12 Mr. Noto said there was less traffic than Fourth but we haven't gotten into much detail  
13 with Mr. Mahnken about how the interior of the building would be laid out.

14  
15 Chairman Hawkins asked the reason this item goes to City Commission.

16  
17 Mr. Noto said because it is in the Downtown.

18  
19 Chris Mahnken, 135 Linda Lane, applicant, came forward. We have discussed the  
20 angled parking. That would be something we would have to fine tune a little bit. The  
21 parking there now is angled and it does become a free for all when you get into that  
22 tight corner. We will address that.

23  
24 Mr. Mahnken said the west end with the restaurant, in the evening at 5:00 or 6:00 there  
25 is a large oak tree that provides a lot of shade in that area. On the rendering there was  
26 a trellis pergola that will have a solid cover and we will also have fans underneath.  
27 There will be lights underneath the pergola. The picture doesn't show the exact depths  
28 of it or the structure that will be on top but it will be covered. We plan on doing  
29 landscaping in between us and the property line that will make it more of a parklike  
30 setting. We may have music at low levels. We will try to keep it to a point where it is  
31 not a disruption to the police department.

32  
33 Mr. Mahnken said as far as the entrance, all the units will have exterior entrances.  
34 Each one will have two doors, one in and out, but there won't be any internal hallways.  
35 We assumed our deliveries would come on the street or possibly in the parking lot.

36  
37 Chairman Hawkins said it looks like a great project.

38  
39 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one  
40 came forward and the public hearing was closed.

41  
42 Member Aycoth asked the board members who live in this area if there was a concern  
43 with street parking for vendors.

44  
45 Chairman Hawkins said in Downtown they park on the street. They don't do deliveries  
46 in the Downtown District during busy times. There is not room in any of Downtown for

1 any deliveries in back of the stores unless you are a pickup truck. He said he had no  
2 problem.

3  
4 **Colleen Taylor moved to approve 2014-SP-02, recommendation to the Mayor and**  
5 **City Commission for a site plan approval to construct 4,999 square feet of**  
6 **commercial space at 187 East Crystal Lake Avenue (Station Pointe) with the two**  
7 **findings of fact, seconded by Sam Aycoth and motion carried unanimously 5 – 0.**

8  
9 Chairman Hawkins asked if this would go to the City Commission on October 6<sup>th</sup>.

10  
11 Mr. Omana said that was correct.

12  
13 C. 2016-RZ-07: Recommendation to the Mayor and City Commission regarding  
14 a request for a Preliminary Planned Unit Development (PUD) for a 76-lot  
15 single-family residential subdivision located at the southwest corner of  
16 Rinehart Road and Anderson Lane. Applicant: CPH, Inc., Mr. Javier E.  
17 Omana (Public Hearing – Quasi-Judicial)

18  
19 Chairman Hawkins said this was quasi-judicial and there is a sign-in sheet in the back  
20 for anyone wanting to be kept abreast of this item.

21  
22 Mr. Noto said Item D is related to this and would present them together.

23  
24 Mr. Noto showed the location map of the property for the preliminary PUD on the  
25 overhead. He emphasized it was for the preliminary PUD because the Comp Plan  
26 amendment does not include what we are calling the Galaxy parcel located at the  
27 southwest corner of the location map. That “Galaxy” parcel has office land use and is  
28 going to stay as an office as part of this PUD.

29  
30 Mr. Noto said some members were on the Board in 2014 when Mattamy Homes came  
31 forward with a comp plan amendment request for less property than is shown on the  
32 overhead. They had just under 20 acres of land and they requested a high density  
33 residential land use which is nine units per acre in order to build 81 townhomes. That  
34 request was denied at the transmittal stage at the City Commission meeting that  
35 followed the P&Z meeting.

36  
37 Mr. Noto said we didn’t see any activity on the site until Pulte Homes came forward and  
38 started talking about the potential to do a detached single family residential project as  
39 opposed to townhomes. We let them know that one of the major issues that occurred at  
40 the Mattamy proposal was that Anderson Lane was a mess from an ownership  
41 perspective. It had many different owners. It was their main point of access for  
42 Mattamy homes. They came in with the concept plan that was provided in the packets.  
43 We requested they try to figure out Anderson Lane and the City did quite a bit of  
44 research to figure out how it got to this point with there being multiple owners and if  
45 there was a way to clean it up as part of this proposal and if there was a way to acquire  
46 some of the land. They are not going to be able to acquire a couple of parcels due to



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: Request for a Preliminary Planned Unit Development (PUD) for a 76-lot single-family residential subdivision, located at the southwest corner of Rinehart Rd. and Anderson Ln.; CPH, Inc., Javier E. Omana, applicant (Public Hearing) (Steve Noto, City Planner) (quasi-judicial)

**APPLICANT:** CPH, Inc., Mr. Javier E. Omana.

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

**REQUEST:** The applicant is proposing a Preliminary PUD on the subject properties to create a 76-lot single-family residential subdivision. The southeasternmost parcel (shown with crosshatching on this map – known as the “Galaxy Parcel”) will be developed in the future as an office. The applicant is processing a Comprehensive Plan Amendment concurrent with this application as the subject properties have Future Land Use Categories of OFF, Office, and RCOM, Restricted Commercial. The proposed land use category is LMDR, Low/Medium Density Residential, which allows up to 4 dwelling units per acre. The proposed net density is 3.3 units per acre. A separate staff report has been prepared outlining the findings of the Comprehensive Plan Amendments. Pulte Homes will be the builder of the lots.



## DISCUSSION:

**Location and History:** The subject properties are located at the southwest corner of Anderson Ln. and Rinehart Rd. The overall project size is +/- 35.8 acres. A number of the parcels that make up the project area are vacant. There are six single-family homes on the westernmost parcels, which are owned by different members of the Smathers family. In 2014, Mattamy Homes proposed a comprehensive plan amendment on +/- 19.79 acres (generally the same parcels, less the Smathers parcels and the Galaxy Parcel) in order to construct 81 attached single-family homes. That request was denied.

### Zoning

NW PUD	N PUD	NE PUD
W PUD	<b>SITE</b> C-1/PO	E A-1/PUD
SW PUD/ R-1A	S PUD/ R-1A/ R-1AA	SE A-1/ R-1A/ R-1AA

### Future Land Use

NW COM	N COM	NE COM
W COM	<b>SITE</b> OFF/ RCOM	E COM/ PUBLIC
SW COM/ LDR	S COM/LDR	SE LDR/ PUBLIC

**PRELIMINARY PUD PLAN:** Chapter 154.61 (E) outlines that a Preliminary PUD Plan is essentially a concept plan that does not require any engineering details. In addition, there are no specific Findings of Fact, unlike the Final PUD. That said, the Final PUD and rezoning Findings of Fact are to be reviewed after the Final PUD plans are submitted.

As previously mentioned, the +/- 35.8 acre parcels are proposed to be subdivided into 76 single-family residential lots. The proposed minimum lot sizes are 50'x110' (5,500 sq. ft.) and 60'x105' (6,300 sq. ft.). Those lot sizes are similar to some of the lots in Manderley and Woodbridge Lakes. Generally, the largest lots abut Lake Emma. The Galaxy Parcel, which is +/- 2 acres of the overall +/- 35.8 acre development, will be left vacant. A separate developer will build on that parcel at a later date.

The applicant has proposed the following setbacks for the single-family development:

Front Yard: 25'
Side Yard (Interior Lots): 5'
Rear Yard: 20'
Street Side: 25'
Lake Emma MHWL Setback: 20'

The setbacks proposed for the Galaxy Parcel are similar to those allowed by code, less the 20' MHWL setback that is proposed. As with all proposed development standards in the Preliminary PUD, they are up for further review as part of the Final PUD Developer's Agreement that will be submitted next in the process.

**Access** – Access to the project will be from the existing traffic signal on Rinehart Rd. through the Galaxy Parcel. Pulte Group will own the access roadway and grant an access easement to the Galaxy owners. Sidewalks will be provided throughout the project, connecting to existing facilities on Rinehart Rd.

When Mattamy Homes applied in 2014, one of the major issues was access to the site. They had proposed a curb-cut north of the traffic signal, south of Anderson Ln. That design was not received well; in addition, the City Commission emphasized their preference to have the Anderson Ln. ownership issues resolved.

Upon receiving the application from CPH/Pulte, the proposal included access via the traffic signal. City staff had previously informed CPH/Pulte staff to make the cleanup of Anderson Ln. a top priority. Unfortunately, they were unable to come to terms with two of the owners of Anderson Ln. However, since their main access is from Rinehart Rd. at the existing signal, that issue isn't as imperative as a result of the access being from the existing signal, and because the Smathers properties are part of this request.

**Landscaping** – The applicant is proposing a 25' landscape buffer adjacent to Rinehart Rd. The Galaxy Parcel will have buffers that meet the requirements of the PO zoning district. Additional work is being done by the applicant with regards to a potential wall and other perimeter improvements.

**Seminole County Public Schools** – A School Impact Analysis was completed by County School Board staff. That analysis showed available capacity for the project without exceeding adopted levels of service. At the time of submittal for Final Subdivision, a School Capacity Availability Letter of Determination (SCALD) will be obtained.

**Stormwater** – The applicant is proposing four stormwater ponds. More specific locational information and engineering details will be provided at the Final PUD submittal, which requires 30% engineering.

**Transportation:** The City's transportation consultant is reviewing the traffic analysis for the project. A full review will be conducted as part of the Final PUD submittal.

**Utilities** – A full utility review will occur with the Final PUD submittal. That said, sanitary sewer, potable, and reclaimed water are all available for the development.

**STAFF RECOMMENDATION:** Staff finds that the request for Preliminary Planned Unit Development for a 76-lot single-family residential subdivision, located at the southeast corner of Rinehart Rd. and Anderson Ln., is consistent with the City's Land Development Code as outlined above, and the City of Lake Mary Comprehensive Plan as outlined above, and recommends approval with the following conditions:

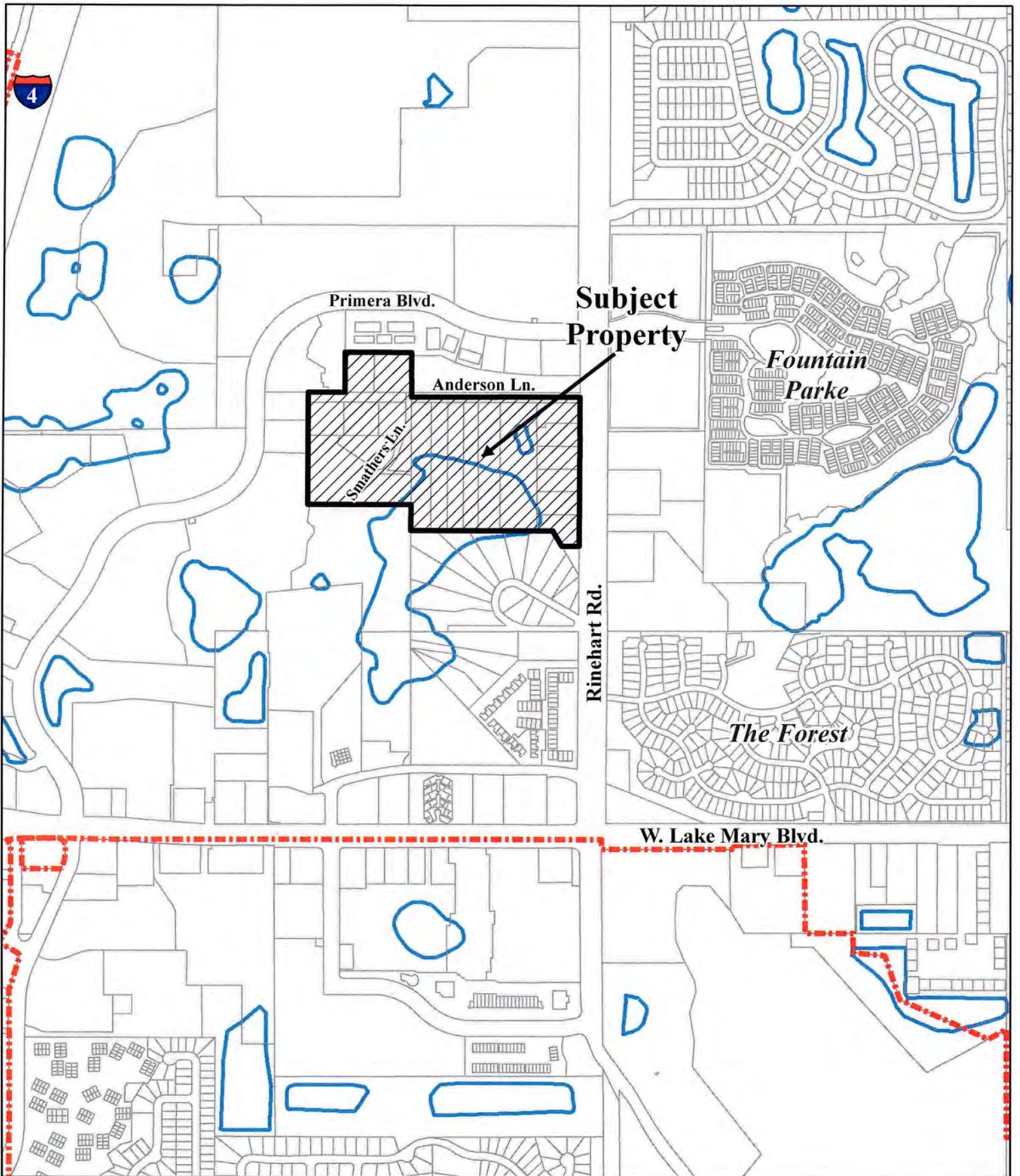
1. All bulk requirements are pending review of the Final PUD plans and developer's agreement.
2. The Future Land Use category shall be adopted to LMDR prior to the approval of the rezoning to PUD.

3. Other improvements or site modifications may be required based on the review of the environmental study and traffic analysis.
4. Approval of the Preliminary PUD does not vest any development program.

**PLANNING AND ZONING BOARD:** At their regular September 13, 2016 meeting, the Planning and Zoning Board voted 4-1, to recommend approval of the proposed Preliminary Planned Unit Development (PUD) for a 76-lot single-family residential subdivision, located at the southwest corner of Rinehart Rd. and Anderson Ln.

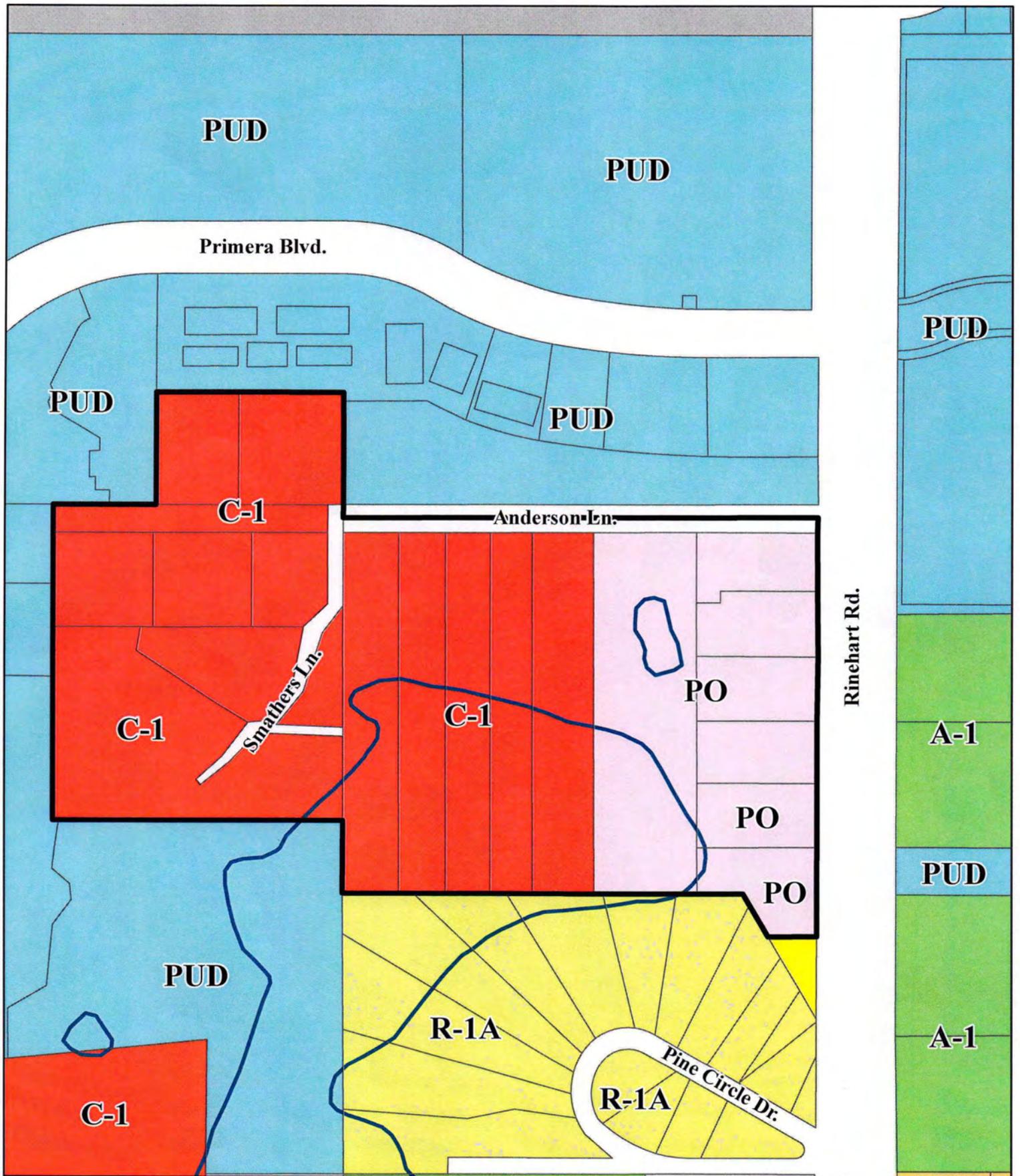
**ATTACHMENTS:**

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial
- 8.5 x 11 of Sheet P-2
- Lake Emma Residential Preliminary PUD Plans
- September 13, 2016 Planning & Zoning Board Meeting Minutes



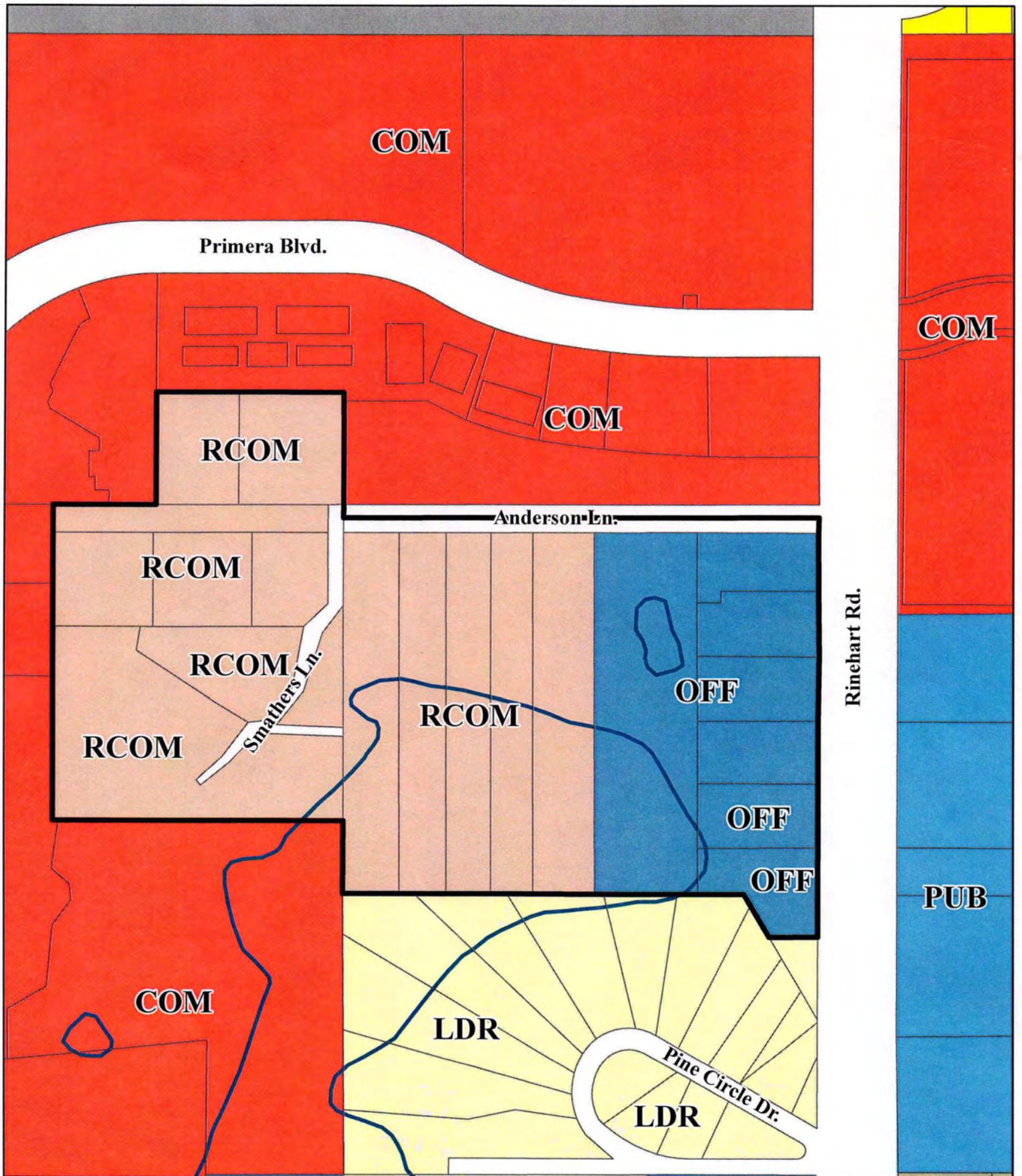
**Location Map**  
Lake Emma Project  
(Anderson Lane)





**Zoning Map**  
 Lake Emma Project  
 (Anderson Lane)

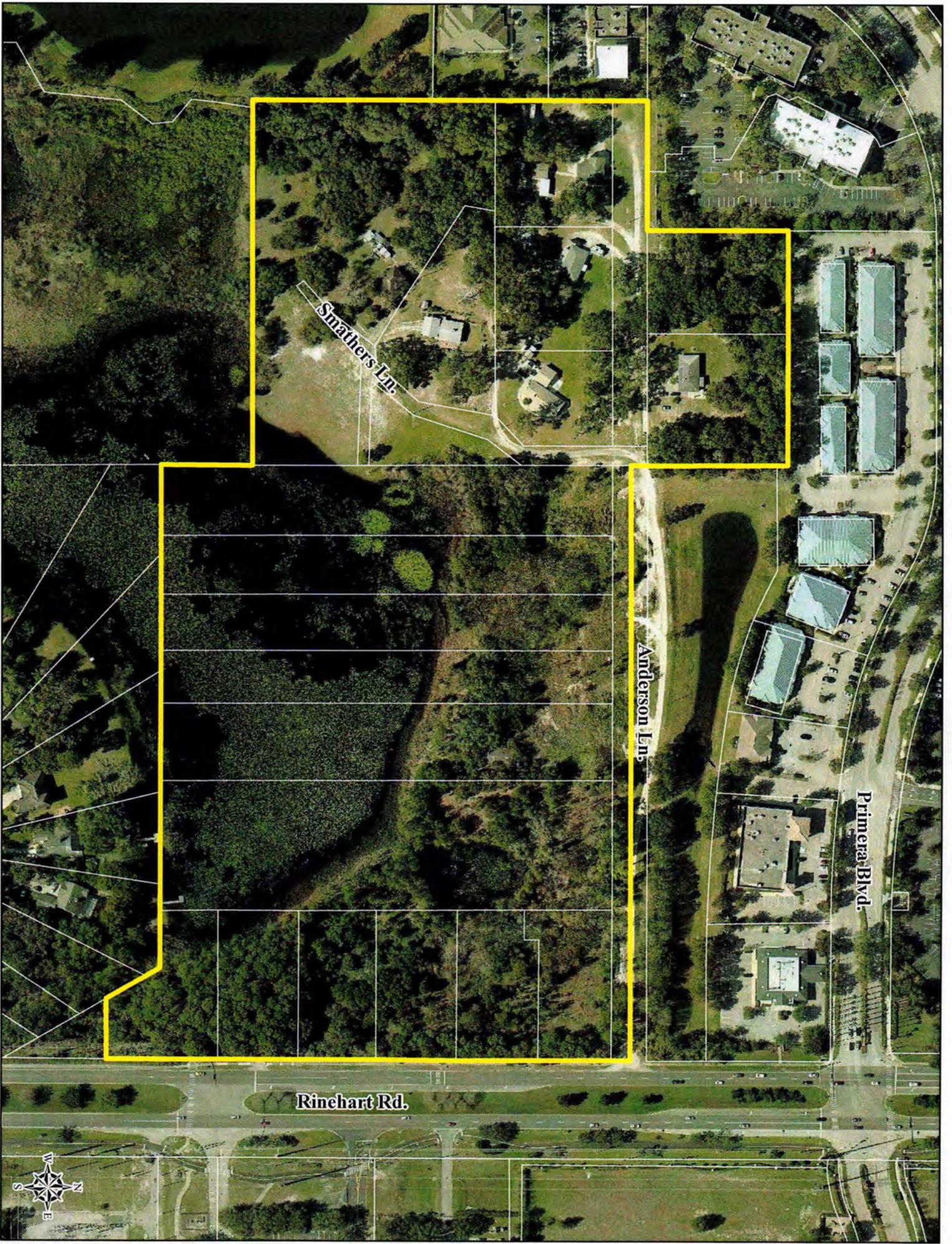




## *Future Land Use Map*

Lake Emma Project  
(Anderson Lane)





Rinchart Rd.

Anderson Ln.

Primeria Blvd.

Smathers Ln.





1  
2 C. 2016-RZ-07: Recommendation to the Mayor and City Commission regarding  
3 a request for a Preliminary Planned Unit Development (PUD) for a 76-lot  
4 single-family residential subdivision located at the southwest corner of  
5 Rinehart Road and Anderson Lane. Applicant: CPH, Inc., Mr. Javier E.  
6 Omana (Public Hearing – Quasi-Judicial)  
7

8 Chairman Hawkins said this was quasi-judicial and there is a sign-in sheet in the back  
9 for anyone wanting to be kept abreast of this item.  
10

11 Mr. Noto said Item D is related to this and would present them together.  
12

13 Mr. Noto showed the location map of the property for the preliminary PUD on the  
14 overhead. He emphasized it was for the preliminary PUD because the Comp Plan  
15 amendment does not include what we are calling the Galaxy parcel located at the  
16 southwest corner of the location map. That “Galaxy” parcel has office land use and is  
17 going to stay as an office as part of this PUD.  
18

19 Mr. Noto said some members were on the Board in 2014 when Mattamy Homes came  
20 forward with a comp plan amendment request for less property than is shown on the  
21 overhead. They had just under 20 acres of land and they requested a high density  
22 residential land use which is nine units per acre in order to build 81 townhomes. That  
23 request was denied at the transmittal stage at the City Commission meeting that  
24 followed the P&Z meeting.  
25

26 Mr. Noto said we didn't see any activity on the site until Pulte Homes came forward and  
27 started talking about the potential to do a detached single family residential project as  
28 opposed to townhomes. We let them know that one of the major issues that occurred at  
29 the Mattamy proposal was that Anderson Lane was a mess from an ownership  
30 perspective. It had many different owners. It was their main point of access for  
31 Mattamy homes. They came in with the concept plan that was provided in the packets.  
32 We requested they try to figure out Anderson Lane and the City did quite a bit of  
33 research to figure out how it got to this point with there being multiple owners and if  
34 there was a way to clean it up as part of this proposal and if there was a way to acquire  
35 some of the land. They are not going to be able to acquire a couple of parcels due to  
36 prior business dealings separate from Pulte. LLCs that own parcels and things are not  
37 working out well on the private end and then just asking price of other parcels. The  
38 positive end of that is that Anderson Lane is not vital for this project, the reason being is  
39 the main access point is from the existing traffic signal on Rinehart Road. We were  
40 pleased to see that as part of this project and is what is so important about having the  
41 Galaxy parcel as part of the PUD. Without it they would not have access from Rinehart  
42 Road and Anderson would continue to be “a mess”.  
43

44 Mr. Noto said we have 76 single family detached lots that are proposed over 20 acres.  
45 It is a 33-acre project area, 23 net and around 3.3 dwelling units per acre. As a  
46 comparative the residential projects to the south, their land use allows 2.5 dwelling units

1 per acres so this project at the 23 acres usable is less than 1 dwelling unit per acre  
2 more dense. That is a much better proposal as opposed to Mattamy that was trying to  
3 do 9 dwelling units per acre.  
4

5 Mr. Noto said the 76 lots would sit on the north side of Lake Emma. He noted this was  
6 a concept plan so no engineering behind this. The preliminary PUD plan is a concept  
7 plan only. Access will be from the signal. They are going to have a shared access  
8 point in the dark gray area shown on the Galaxy parcel. Whenever that parcel develops  
9 as an office that will also be their access point. The 76 units would sit behind a gate.  
10 They would have a private street with a cul-de-sac at the north end. They have called  
11 out a couple of potential areas for emergency access. There is a potential emergency  
12 access point that goes into Primera and we're still looking into that.  
13

14 Mr. Noto said the minimum lot sizes are 5,500 square feet and 6,300 square feet. They  
15 have a mix of lot sizes. The largest lots are adjacent to Lake Emma. The lot sizes that  
16 are proposed are similar to some of the lots in Manderley and Woodbridge Lakes. He  
17 says some of the lots because those developments were done in phases and some  
18 phases have larger lots than others.  
19

20 Mr. Noto said the setbacks proposed are shown on Page 2 of the staff report. It has a  
21 standard front yard setback of 25 feet and they are proposing a 5-foot side yard setback  
22 which is typical for subdivisions that come in as PUDs. They request that 5-foot side  
23 yard as opposed to 8-foot required by code. The rear setbacks of 20 feet and the  
24 regular code is 30. For corner lots it is 25 feet which is the standard code.  
25

26 Mr. Noto said the mean high water line setback only impacts a small number of lots that  
27 abut Lake Emma is 20 feet. It really only becomes an issue for Lots 10 and 11.  
28 Otherwise all the lots are in good shape. When we get to the PUD developer's  
29 agreement which will occur at the final PUD stage, we work in the development  
30 standards for all the lots. We are going to make sure that setbacks for pools, screen  
31 rooms, accessory structures and things like that are built into the developer's agreement  
32 to avoid confusion as to who can do what where. It's going to be easier to live on those  
33 lots from a setback perspective as opposed to these that abut the lake because of that  
34 setback but it only impacts a couple of the lots and we will be dealing with that when we  
35 get to the final PUD developer's agreement.  
36

37 Mr. Noto said they are proposing a 25-foot landscape buffer adjacent to Rinehart Road.  
38 They have submitted their traffic study and is being reviewed. The preliminary PUD  
39 plan per the code 154.61, you are not required to submit your traffic study. However, in  
40 order to be proactive they have submitted that and have submitted their environmental  
41 study. They have submitted some studies that they are required to do at a later date  
42 and we have our team currently reviewing that. When we come back for the final PUD  
43 which is 30% engineering, along with the preliminary subdivision plan we will have the  
44 findings of those reports.  
45

1 Mr. Omana said dovetailing on Mr. Noto's comments and he has noted this in the staff  
2 report is that the item before the Board this evening, namely the land use amendment  
3 and the preliminary PUD, if you would like to recommend approval, it does not vest  
4 them for any entitlements. It doesn't approve their 76 units. All it does is move forward  
5 to preliminary PUD to the City Commission as well as the land use amendment for  
6 transmittal. If the City Commission at that juncture decides to vote in the affirmative, it  
7 does not vest any entitlements. The final vesting will come about at the final PUD  
8 stage.

9  
10 Mr. Noto said the transportation and environmental is all being reviewed now and we  
11 will bring it back for final PUD which is the vesting stage and we will have the final  
12 reports on that.

13  
14 Mr. Noto said staff has found that the request for preliminary PUD for a 76-lot single  
15 family residential subdivision located at the southeast corner of Rinehart Road and  
16 Anderson Lane is consistent with the City's Land Development Code and the City of  
17 Lake Mary Comprehensive Plan and recommends approval with four conditions.  
18 Condition No. 4, approval of the preliminary PUD, does not vest any development  
19 program.

20  
21 Mr. Noto said he would now move to the comp plan portion of the presentation. He  
22 showed the current, future land use map. The properties you see in R-COM and Office  
23 are part of this request less the Galaxy parcel that will remain office. All of the rest they  
24 are proposing to change the land use to Low/Medium Density Residential. When the  
25 request first came in, they requested MDR Medium Density which is 6 units per acre.  
26 They were trying to be cautious because there is a wetland area and a lake and they  
27 were trying to make sure their net density would work. After we dove into the proposal  
28 and realized that over the 23 net acres that their density was actually 3.3 units an acre,  
29 we said that is Low/Medium Density Residential and is almost LDR. To the south on  
30 Pine Circle Drive they have LDR. To the north is commercial as part of Primera. Going  
31 from LDR to LMDR to Commercial is a more logical progression of land uses as you go  
32 to the north and to the south. That is what we look at as part of our legislative review of  
33 a comp plan amendment.

34  
35 Mr. Noto said a land use amendment not only makes sense from a land use transect  
36 perspective, but as you've seen in your staff report we justify it as well as being  
37 compliant with the goals, objectives and policies that are outlined in the comprehensive  
38 plan. We have provided in the staff report a number of policies that we find this  
39 proposal to be consistent with. Also part of the staff report is the submittal from the  
40 applicant that they provided to the City outlining their land use amendment request. He  
41 pointed out that he realized after he did the packet that he provided the appendix and it  
42 was something of an incomplete appendix. He didn't mean to provide the appendix at  
43 all since it was mainly administrative information. He apologized for that. All the real  
44 detail was prior to the appendix. Pages 3 and 4 outline a number of comprehensive plan  
45 policies that we have found this request to be consistent with.

1 Mr. Noto said we also do a facilities and services review. It's almost a preliminary  
2 review because we are not vesting. If you recommend approval tonight even when it  
3 goes to Commission in October what they are approving is transmittal of the request to  
4 the state. We send it to the Department of Economic Opportunity and to the  
5 Department of State, FDOT and a number of other departments at the state level. They  
6 review it against their own codes and requirements, send us comments and then we go  
7 back to the Commission as part of an adoption hearing that will only change the land  
8 use. That doesn't vest them anything either. That just says you can do 4 dwelling units  
9 per acre on these parcels provided that you meet the quasi-judicial findings as part of  
10 the final PUD and preliminary subdivision process. That is when we bring the traffic  
11 study back and bring the 30% engineering. That is when we get detailed review.

12  
13 Mr. Omana provided a brief history of the area. Back in 1999 the area in question went  
14 through a variety of development approvals and considerations. His recollection was  
15 there was a 100,000 square foot workout/recreational type center proposed in the area  
16 designated as R-COM as well as some large square footage office facilities and other  
17 uses that would have been consistent with the C-1 and C-2 uses. Over the years those  
18 projects that had the potential for vesting expired over time and were not reviewed any  
19 further. The argument can be made that what's coming in could be a form of down  
20 zoning in that you are going from large expanses of non-residential development and a  
21 workout center of that size to a development such as this has less of an impact on the  
22 level of service on a number of issues.

23  
24 Mr. Noto said the actions that will be taken tonight, you are making a recommendation  
25 on a concept plan to have 76 dwelling units on these lands and making a  
26 recommendation on the change of land use from R-COM and Office to LMDR which is 4  
27 dwelling units per acre.

28  
29 Mr. Noto said for the comp plan amendment, staff has reviewed the application and  
30 recommends approval of the transmittal of the proposed future land use amendments  
31 for the City of Lake Mary Comprehensive Plan from Office and Restricted Commercial  
32 to Low/Medium Density Residential. He noted the applicant was present.

33  
34 Chairman Hawkins asked if the commercial property directly to the south of the R-COM  
35 was developed.

36  
37 Mr. Noto said he believed that was retention and open space for Primera. He showed  
38 an aerial on the overhead. It is open space, wetland, and lake.

39  
40 Member Aycoth asked if it was developable.

41  
42 Mr. Noto answered negatively.

43  
44 Chairman Hawkins asked where the access was to that property. Just so long as it  
45 doesn't create an enclave.

46

1 Mr. Noto said that is part of the Primera DRI so it is very likely they have access from  
2 inside Primera to get back there. He said he didn't have ownership information on that  
3 parcel with him this evening but from a future land use perspective, it's part of the  
4 commercial corridor so from that end they are fine. We will go back and confirm that is  
5 part of Primera and if it's not we will ensure that whoever owns it will continue to have  
6 access and find out where their access comes from now.

7  
8 Chairman Hawkins asked if this PUD anticipated having a wall all the way around it  
9 except for around the lake. He thought on the plans it shows a wall.

10  
11 Mr. Noto said we had some preliminary discussions about that. Since the Anderson  
12 Lane issue we haven't talked about it since then. There is already a wall on the west  
13 side of the property but it's in Primera. For Anderson this will likely stay open. We  
14 haven't gotten that far as far as what will be provided there. We're not sure if that is  
15 going to remain dirt. They are going to stabilize because it's a potential emergency  
16 access point. We are still working through some of those details. They have the 25-  
17 foot landscape buffer on the east side and what that will entail we haven't gotten that far  
18 yet.

19  
20 Chairman Hawkins said you are going to have several property owners that own  
21 Anderson and not be able to develop any of it.

22  
23 Mr. Noto said that is what we tried to explain. We took a phone call from one property  
24 owner.

25  
26 Chairman Hawkins questioned why they would continue to pay taxes.

27  
28 Mr. Noto said that is the question and that was their decision. The long parcel is the one  
29 he was alluding to.

30  
31 Chairman Hawkins asked about the parcel by retention pond that has a separate name.

32  
33 Mr. Noto said that is a local owner that opted not to participate in the subdivision. They  
34 called a couple of times and we talked about what code would allow and process and it  
35 was their decision to be outside of this project. Access and such will remain as it has  
36 been for them from Anderson moving forward.

37  
38 Chairman Hawkins said he would like to see consideration for two things: (1) No boat  
39 docks for the people on the lake even though this isn't a lake that you could ski on. It  
40 looks like it is covered in vegetation. (2) He would like to see a southbound right-hand  
41 turn lane at the light shorter than the right-hand turn lane at Primera. He was assuming  
42 there would be a left-hand turn lane going northbound.

43  
44 Member Aycoth said if you look at the development along Rinehart on both sides of the  
45 road, the westbound side is office up to the road and the eastbound side has office with  
46 residential behind it but there is a large buffer zone between the street and any housing.

1 This is going to eliminate that so you are going to have commercial space, commercial  
2 space, commercial space, residential, commercial space, commercial space,  
3 commercial space. It seems to be inconsistent.  
4

5 Mr. Noto said what they don't have going for them is larger lots. That being said they  
6 are going to provide the 25-foot buffer. At Feather Edge is high density residential and  
7 they have a similar buffer less the retention pond, but their landscape buffer along  
8 Rinehart is a similar size to what Pulte is providing. On the west side of the road they  
9 have the "unfair advantage" of having a larger right-of-way because of the trail.  
10

11 Chairman Hawkins interjected "and the power lines".  
12

13 Member Aycoth said if you go further north on Rinehart there is a large buffer beyond  
14 the trail.  
15

16 Mr. Noto said that is their retention. They had the advantage to be able to drain in that  
17 direction. For this project, although we are not at full engineering based on where we  
18 have seen their ponds being proposed, they don't have the option to put retention ponds  
19 adjacent to Rinehart Road. He pointed out a parcel that has entitlements for an  
20 apartment building but had no idea when that was coming in. More flow that goes west  
21 does not occur on this property to the point where they could provide a landscape buffer  
22 and a retention buffer.  
23

24 Member Aycoth said when he looks at it as a resident of Lake Mary, he questioned if he  
25 wanted to see office, office, home, office. It reminds him of Houston.  
26

27 Mr. Noto pointed out the landscape buffer adjacent to Primera. What will be an  
28 improvement is that you will not see a parking lot. Instead you will see a full buffer.  
29

30 Member Aycoth said he would rather see a parking lot because it would be consistent  
31 with the other development on Rinehart than a little spot of homes.  
32

33 Mr. Noto said there is only one side house. You only have Lot 64 where you will see  
34 the side of one house.  
35

36 Member Aycoth said then you have a seven yard buffer, a street and you are going to  
37 see six homes.  
38

39 Mr. Noto said that is true but you have the 25-foot buffer and the roadway so you  
40 actually have 70 to 80 feet.  
41

42 Member Aycoth asked the width of the roadway.  
43

44 Mr. Noto said it was 50 feet wide. You have almost an 80-foot buffer from the right-of-  
45 way to the front of the house and then their 20 foot. It's almost 100 feet.  
46

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Member Aycoth said it seems to be a hodgepodge of development.

Mr. Omana said, "Sir, I respectfully disagree". To the contrary there has been over 15 years of input. He said even before he was with the City the City Commission and City management put in a lot of thought and effort into Rinehart Road as well as the adjacent I-4 Corridor. He respectfully disagreed with Member Aycoth and it is not a hodgepodge. A lot of effort has gone into that and we are currently looking into a potential analysis of Rinehart Road. We're at 98% buildout and there's not much left. Pulte and the developers have gotten the last remaining remnants. They didn't have the luxury of the Primeras, Timacuans and Manderleys of the world to be able to lay this out with a variety of large design elements. They've got what they've got but that aside, our Economic Development Director has in the past been asking for funding to assist us to look at Rinehart Road even more closely than what we have done already. We take Rinehart Road very seriously. The Commission has entrusted us with Rinehart Road. We are taking a variety of proposals that are coming in along that corridor very seriously because eventually they are going to come before this Board and will have to make a recommendation. For the record he wanted to make clear that in his professional opinion, we are not Houston, we are not hodgepodge.

Member Aycoth said the original development of this area was commercial and office. It was a consistent development theme. It was non-residential along Rinehart and now we are being asked to consider rezoning a small pocket. As a resident of Rinehart he didn't want to see that because it looks inconsistent to him.

Chairman Hawkins said on the east side of the road half of Rinehart would be residential if it wasn't for the power line.

Member Aycoth said he understood but the power line is there so you end up with a consistently large buffer zone with a lot of commercial in front of the development. The other side is all non-residential. There is no residential from this property all the way down to 46. The only residential that is there is this one older development on Feather Edge Loop.

Mr. Noto said that is where the transect is a positive thing because you have a pocket full of residential.

Member Aycoth said there is commercial between Feather Edge Loop and what we are being asked to reconsider.

Mr. Noto said there is residential north of that on Pine Circle Drive.

Member Aycoth said none of that is built out on the street.

Mr. Noto agreed but stated all of these parcels have the same 25-foot buffer requirement.

1 Member Aycoth said as a person that lives on Rinehart, he would not like to see  
2 additional residential. It seems to be inconsistent with the development of the rest of  
3 the west side of Rinehart Road. It seems to be inconsistent with the original plan that  
4 was zoned office and commercial.  
5  
6 Member Taylor said on Page 2 under Proposed Lane Use, it gets into lots per acre,  
7 LMDR, LDR and then there is a calculation for the net proposed LMDR land use  
8 category. She asked if the lots per acre were based the totality of the acreage or the  
9 net.  
10  
11 Mr. Noto said the net.  
12  
13 Member Taylor said it would be a maximum of 92 lots that they would "technically" be  
14 entitled.  
15  
16 Mr. Noto answered affirmatively but due to engineering restraints and other things.  
17  
18 Michelle Tanner of CPH, 1117 East Robinson Street, Orlando, Florida, applicant, came  
19 forward. She thanked Messrs. Omana and Noto for their assistance and direction in  
20 this project. She thanked Mr. Noto for his comprehensive presentation for the project.  
21 We have reviewed the staff report and concur with the recommendation for approval.  
22  
23 Ms. Tanner introduced Matt Patterson and Doug Hoffman of Pulte Homes. We brought  
24 our complete team this evening. We have Mark Osley with Biotech Consulting,  
25 Mohammad Abdulla with Traffic & Mobility Consultants, and her associates at CPH,  
26 Jeremy Morton and Jamie Sokos.  
27  
28 Ms. Tanner said she would like to comment on the discussion about the hodgepodge  
29 development. We had a community meeting and had about 25 residents in the area  
30 show up for that meeting and they were extremely supportive of a residential use going  
31 in on this property. They were stating they would be opposed to a commercial use on  
32 this property.  
33  
34 Member Aycoth asked how that community meeting was communicated to the  
35 residents. He said he lived right there.  
36  
37 Mr. Noto said we directed the applicant to meet with Pine Circle Drive because when  
38 the HDR request came through for Mattamy Homes, they had a large amount of  
39 concern. We said you guys need to meet with them and let them know what you're  
40 working on. He received three phone calls from folks on Pine Circle Drive wanting to  
41 know what the project was about. He explained it and they reacted positively to it.  
42  
43 Member Aycoth said it was a small isolated community.  
44  
45 Mr. Noto said an immediate sector based on prior engagement.  
46

1 Alternate Member Threlkeld asked if there would be a brick wall and trees on the buffer  
2 adjacent to Rinehart.  
3  
4 Ms. Tanner said at this point we know the project is going to be gated. There will be  
5 some sort of a barrier there. We will prepare those plans as part of the Final PUD  
6 Master Plan.  
7  
8 Chairman Hawkins said his guess is to secure the whole property they are going to  
9 have to put a wall around as much of it as they can.  
10  
11 Alternate Threlkeld said he thought that would address the gentleman's concern about  
12 the appearance.  
13  
14 Chairman Hawkins said they have heard his two comments that he would prefer there  
15 would be no boat docks and that the site have a southbound right-hand turn lane on  
16 Rinehart.  
17  
18 Ms. Tanner said they would take that into consideration.  
19  
20 Chairman Hawkins said the lakefront lots on the corner on the bend where the 100-year  
21 flood line goes through, he asked if people would have to build outside that blue line or  
22 are they going to fill there.  
23  
24 Mr. Noto said they will either have to build outside of it or if they build in it, they would  
25 have to provide compensating storage elsewhere. We don't typically deal with this on a  
26 lot by lot basis so that is something we will address as part of the developer's  
27 agreement. Depending on how they grade the property when they go in and do the  
28 infrastructure trying to figure out what they need, especially where the curve is at, and  
29 how those lots are being impacted they may have to provide compensating storage  
30 elsewhere and they will work with the City Engineer on that.  
31  
32 Chairman Hawkins said they could fill those lots and provide storage to keep those lots  
33 above the 45-foot level.  
34  
35 Mr. Noto said that is correct.  
36  
37 Chairman Hawkins asked if anyone wanted to come forward and speak for or against  
38 these items.  
39  
40 Margarita Torres, 117 Pine Circle Drive, came forward. She expressed concern with  
41 the school being right there at that intersection. It's already congested with school  
42 buses, parents and so forth. Not it is going to add to the mix of what's going on there in  
43 the mornings and afternoons.  
44  
45 Ms. Torres said her other concern is about more walls going up. She didn't know how  
46 aesthetic that would be even though it is Rinehart.

1  
2 Ms. Torres expressed concern about the effect on the lake. It's not a very big lake so it  
3 wouldn't be difficult to impact it severely.  
4

5 Chairman Hawkins said concerning lakefront property big or small, all the retention is  
6 going to be kept on this site and none of it will be allowed to flow into or impact the lake.  
7 All the retention from all the streets and homes all has to be kept on site so none is  
8 going to flow into the lake. That is also why he didn't want any boat docks. He didn't  
9 want any impact on this small of a lake.  
10

11 Chairman Hawkins said he was concerned about walling in neighborhoods but people  
12 like to have higher end neighborhoods where there are walls to provide security from  
13 people coming onto their property in a densely populated area.  
14

15 Chairman Hawkins said he was with Ms. Torres about traffic. He thought residential  
16 development would be less impact traffic-wise than commercial, especially the way it  
17 was going to be developed a few years ago. He said he appreciated Ms. Torres'  
18 comments. We are going to move forward with the PUD and she was welcome back  
19 and eventually it would go to the Commission.  
20

21 No one else came forward and the public hearings were closed.  
22

23 **Steven Gillis moved to approve 2016-RZ-07, recommendation to the Mayor and**  
24 **City Commission regarding a request for a Preliminary Planned Unit Development**  
25 **(PUD) for a 76-lot single-family residential subdivision located at the southwest**  
26 **corner of Rinehart Road and Anderson Lane with four conditions from staff,**  
27 **seconded by Scott Threlkeld and motion carried 4 – 1 (Sam Aycoth voted no).**  
28

29 **CONDITIONS:**  
30

- 31 1. **All bulk requirements are pending review of the Final PUD plans and**  
32 **developer's agreement.**
- 33 2. **The Future Land Use category shall be adopted to LMDR prior to the**  
34 **approval of the rezoning to PUD.**
- 35 3. **Other improvements or site modifications may be required based on the**  
36 **review of the environmental study and traffic analysis.**
- 37 4. **Approval of the Preliminary PUD does not vest any development program.**  
38

39 Chairman Hawkins said this item will go before the Commission on October 6<sup>th</sup>.  
40

41 Mr. Omana said that is correct.  
42

- 43 D. 2016-LU-03: Recommendation to the Mayor and City Commission regarding  
44 an Expedited State Review Comprehensive Plan amendment to the City's  
45 Comprehensive Plan revising the future land use Designation from OFF  
46 (Office) and RCOM (Restricted Commercial) to LMDR (Low-Medium Density

1 Residential) for +/- 33.8 acres of property located at the southwest corner of  
2 Anderson Lane and Rinehart Road. Applicant: CPH, Inc., Mr. Javier E.  
3 Omana (Public Hearing – Legislative)  
4

5 This item was presented, discussed and public hearing held under Item C.  
6

7 **Steven Gillis moved to approve 2016-LU-03, recommendation to the Mayor and**  
8 **City Commission regarding an Expedited State Review Comprehensive Plan**  
9 **amendment to the City's Comprehensive Plan revising the future land use**  
10 **Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low-**  
11 **Medium Density Residential) for +/- 33.8 acres of property located at the**  
12 **southwest corner of Anderson Lane and Rinehart Road, seconded by Colleen**  
13 **Taylor and motion carried 4 - 1 (Sam Aycoth voted no).**  
14

15 Chairman Hawkins said this would go to the City Commission October 6<sup>th</sup> also.  
16

17 Mr. Omana said that was correct.  
18

19 XI. Community Development Director's Report  
20

21 Mr. Omana said on September 8, 2016, the City Commission heard on first reading the  
22 Waterside II PUD and proposed PSP that came before this Board at a previous hearing.  
23 It was approved on first reading and is scheduled for second reading on September  
24 22<sup>nd</sup>. This Board's recommendations were carried forward.  
25

26 XIV. Adjournment  
27

28 **Colleen Taylor moved to adjourn, seconded by Sam Aycoth and motion carried**  
29 **unanimously 5 – 0.**  
30

31 There being no further business the meeting adjourned at 7:25 P.M.  
32  
33  
34

35 \_\_\_\_\_  
36 Dr. Robert Hawkins, Chairman

\_\_\_\_\_   
Mary Campbell, Deputy City Clerk



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
City Planner

THRU: John Omana, Community Development Director

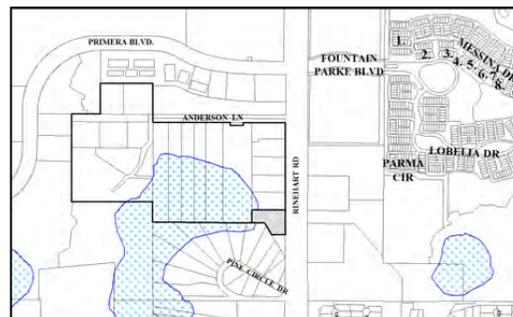
VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1552 - Expedited State Review Comprehensive Plan amendment to the City's Comprehensive Plan revising the Future Land Use Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low-Medium Density Residential) for +/- 33.8 acres of property located at the southwest corner of Anderson Ln. and Rinehart Rd.; CPH, Inc., Javier E. Omana, applicant - First Reading (Public Hearing) (Steve Noto, City Planner) (Legislative)

**APPLICANT:** CPH, Inc., Mr. Javier E. Omana.

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

**REQUEST:** The applicant is proposing a Future Land Use (FLU) Comprehensive Plan Amendment on the subject properties to create a 76-lot single-family residential subdivision. The southeasternmost parcel (shown with crosshatching on this map – known as the “Galaxy Parcel”) will be developed in the future as an office and is not part of the FLU Amendment. The proposed land use category is LMDR, Low/Medium Density Residential, which allows up to 4 dwelling units per acre. The proposed gross density is 3.3 units per acre. The applicant is processing a Preliminary PUD plan concurrent with this application. A separate staff report has been prepared for that request. Pulte Homes is the developer.



**DISCUSSION:**

**Location:** The subject properties are located at the southwest corner of Anderson Ln. and Rinehart Rd.

**Description:** The subject properties, which have split Future Land Use categories, contain approximately +/- 33.8 acres, and consist of the following parcel ID numbers:

OFF to LMDR	RCOM to LMDR	
07-20-30-300-0170-0000	07-20-30-300-003K-0000	07-20-30-301-003E-0000
07-20-30-300-015A-0000	07-20-30-300-003A-0000	07-20-30-301-003P-0000
07-20-30-502-0000-0010	07-20-30-301-003J-0000	07-20-30-300-014B-0000
07-20-30-502-0000-0020	07-20-30-301-003M-0000	07-20-30-300-014A-0000
07-20-30-502-0000-0030	07-20-30-301-003B-0000	07-20-30-300-0140-0000
07-20-30-502-0000-0040	07-20-30-301-003N-0000	07-20-30-300-0150-0000
	07-20-30-301-003C-0000	07-20-30-300-0160-0000
	07-20-30-301-003Q-0000	

**Zoning**

**Future Land Use**

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

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

**Proposed Land Use:** The existing OFF (Office) and RCOM (Restricted Commercial) land use designations are proposed to be revised to LMDR (Low/Medium Density Residential). The applicant has submitted a Preliminary Planned Unit Development (Preliminary PUD) showing 76 single-family residential lots. The total land area is approximately +/- 33.8 acres, however, the net acreage is 23 acres. As a result, the proposed LMDR allows for 4 units per acre, or 92 lots. The proposed LMDR land use category is a logical transition from the less dense LDR (Low Density Residential, 2.5 units per acre) land use to the south and the more intense COM (Commercial) land use to the north.

If the amendment is approved, it does not grant vested rights or constitute approval of 76 units, or anything that has already been submitted as part of the Preliminary PUD.

**Staff Analysis:** In the late 1990's and early 2000's, a number of the subject properties went through multiple zoning reviews for development. The western properties were rezoned from A-1 to C-1, with a future land use amendment of LDR (Low Density Residential) to RCOM. The eastern properties were rezoned from R-3 to PO, with a future land use amendment of LDR to OFF. Additionally, a site plan for a professional office was approved, along with a conditional use approval for height. Lastly, there was a Developer's Commitment Agreement stipulating that only PO uses be allowed, however, that Agreement has expired as development did not occur within 10 years of the effective date. In 2014, the Mattamy Homes proposed a FLU amendment of OFF/RCOM to HDR over +/- 19.79 acres of land to build 81 single-family attached homes. The Mattamy Homes proposal did not include the westernmost parcels shown in this request, nor the Galaxy Parcel. The request was denied at the transmittal stage. By including the Galaxy Parcel, this proposal improves access to the property.

**Applicant Justification:** The developer has provided a justification statement for the FLU Amendment as well as an analysis of public facilities. The justification statement and the analysis are attached to this staff report. The applicant has relied on the FLU element definition of the LMDR for justification, mainly due to the language of it being a transitional land use between more intense urban uses and less intense rural residential uses. Staff has outlined additional Goals, Objectives, and Policies (GOP's) that are also compatible with the proposed amendment:

#### **Future Land Use Element:**

**Objective 1:** The City shall maintain, implement and enforce the future land use map, and updated Land Development Regulations which manage future growth and development, incorporating innovative land development techniques such as mixed land uses and cluster development.

**Policy 1.4:** Low/Medium Density Residential: This land use is designated for standard detached single-family residences at a maximum density of four (4) units per acre. It allows for residential concentrations that economically utilize public services and facilities while maintaining a suburban atmosphere. This land use serves as a transitional use between more intensive urban uses and low density and rural residential uses.

#### **Table GOP-1 Future Land Use/Zoning Compatibility Chart (excerpt shown):**

- Low/Medium Density Residential
  - Max Density of 4 DU/1 Acre
  - Compatible Zoning Categories: A-1, RCE, R-1AAA, R-1AA, R-1A, R-2, PUD, GU
  - Facility Requirements: Water/Sewer/Reclaim/Paved Streets.

**Policy 1.8:** The entire City limits are hereby established as a Transportation Concurrency Exception Area (TCEA) as outlined by Senate Bill 360 on July 8, 2009. By creating the TCEA, the City can focus on future redevelopment opportunities including infill development, and further redevelopment within the Downtown Development District adjacent to the SunRail Commuter Rail System.

The City will continue to use the established LOS standards from within the Transportation Element, but will also encourage multi-modal options and monitor the impacts of continued development as it pertains to future multi-modal improvements.

Objective 2:

Through the year 2020, the development approval process and the Concurrency Management System shall ensure the availability of utilities and facilities, including multi-modal transportation options, necessary to support proposed development, and shall ensure the coordination of future land use with availability of services and facilities.

Objective 3: Continue implementation of land uses consistent with the community's character, through administration of the Future Land Use Map and the updated Land Development Regulations.

Objective 5: Through the year 2010, the City shall coordinate with appropriate resource management plans prepared pursuant to Chapter 380, F.S., and other natural resource management plans.

Objective 6: Through the year 2010, the City shall regulate appropriate infill and redevelopment within the City, with the intent of reducing urban sprawl. It is the objective of the City to ensure, through its Comprehensive Plan and Concurrency Management System, the provision of adequate urban services within the City limits to maintain adopted level of service standards.

## **Housing Element**

Objective 1: Through the year 2010, the City shall assist the private sector in the provision of new single family and multi-family dwelling units that are safe, adequate and affordable for the existing and projected population. This will be achieved through information sharing on housing funding programs, allocation of sufficient land for a variety of housing types, and adoption of land development regulations that allow flexible land development techniques and facilitate special needs housing.

## **Transportation Element**

Objective 5: Adopted levels of service shall be maintained on all City operated and maintained roadways throughout the planning period, 1999-2010.

Objective 7: Throughout the planning period, 1999-2010, the City shall review the traffic impacts on all roadways associated with proposed development projects both in and adjacent to the city limits to ensure that adequate roadway capacity is or will be available to serve the development at the time of impact.

Objective 10: Throughout the planning period, 2010-2020, the City will approve development, based upon the availability of adequate roadway capacity, and multi-modal systems, to support the impacts of such development without degradation of the adopted levels of service.

## **FACILITIES AND SERVICES:**

The City's Concurrency Management System (CMS) will ensure that levels of service will not be degraded beyond the adopted levels of service for all regulated public facilities at the time development of this parcel occurs.

Full concurrency review does not occur at the Future Land Use Amendment review level as the proposed development plan is not complete – as such, the applicant has provided a Concurrency Review Deferral. Full concurrency review will occur during the engineering review of the project.

### **Drainage/Environmental**

(Based on Chapter 155, Appendix C of the Lake Mary Code of Ordinances)

The subject properties are located in a closed drainage basin with no positive outfall. For drainage basins which do not have a positive outfall, the City requires that for post-development conditions, one of three conditions must be met: (1) the peak runoff from the one hundred (100) year frequency, twenty-four (24) hour or (2) the twenty-five (25) year frequency, ninety-six (96) hour duration storm be less than is experienced in predevelopment conditions or (3) the volume of the twenty-five (25) year frequency, twenty-four (24) hour duration storm be retained. The subject property meets or exceeds all relevant LOS standards related to stormwater.

### **Parks**

(Based upon the City of Lake Mary Comprehensive Plan)

Per the Parks & Recreation Element, the City tracks two different types of parks: Neighborhood/Mini-Parks and Community Parks. Neighborhood/Mini-Parks are generally described as being in size of ¼ acre to 10 acres, serve an area within +/- ½ mile of the park, and provide facilities for a population of about 1,000 people. The Stair Step Parks are an example of Neighborhood/Mini-Parks. Community Parks are generally described as being in size of over 10 acres, and may be 100 acres or more when serving a large community. Facilities may be provided to serve approximately 5,000 people. The Lake Mary Sports Complex is an example of a Community Park.

As of 2010, the City was obtaining its Level of Service (LOS) standard for both types of parks. However, based on recent population estimates received from the University of Florida, the City's current population is +/- 15,905 residents. That being said, the LOS for Neighborhood Parks is no longer being met (1.6 acres per 1,000 residents is the standard). As a result, the City is currently reviewing other opportunities for park creation as well as more modern standards for measuring LOS standards for Parks. This is an ongoing project as the City prepares for the Evaluation and Appraisal Report of the Comprehensive Plan in 2017.

### **Potable Water, Sewer Service and Reuse Water**

(Based on City of Lake Mary Water and Wastewater System Maps)

Within the Rinehart Rd. ROW there is an existing:

- 12" and 20" PCV water main
- Sewer force main

- Reclaimed water line

The City has sufficient capacity to serve the proposed LMDR land use.

### **Roadways**

(Based on Seminole County Traffic Counts and adopted City of Lake Mary Comprehensive Plan)

Access to the project will be from an existing traffic signal on Rinehart Rd. While Anderson Ln. abuts the northern boundary of the project, it is not a normal right-of-way (ROW) as it pertains to width or ownership. As a result, there will be one main access from Rinehart Rd.

While the applicant provided some traffic count information from the County, the most recent traffic count data for Rinehart Rd. is as follows:

- From CR 46A to Anderson Ln.: 34,515
- From Anderson Ln. to Lake Mary Blvd.: 25,110

The applicant is currently coordinating with the City's traffic consultant to review their traffic data. The full study will be reviewed and any changes required will be implemented at the Final PUD stage.

### **School Concurrency**

(Based on adopted City of Lake Mary Comprehensive Plan)

A School Impact Analysis was completed by County School Board staff. That analysis showed available capacity for the project without exceeding adopted levels of service. At the time of submittal for Final Subdivision, a School Capacity Availability Letter of Determination (SCALD) will be obtained.

### **Solid Waste**

(Based on the information from Seminole County Comprehensive Plan, Solid Waste Element)

As of 2008, Seminole County operates two solid waste facilities – the Osceola Road Landfill (landfill) and the Central Transfer Station (transfer station). The landfill is located in the northeastern corner of the County and provides disposal and recycling facilities serving the entire County, both unincorporated and municipal. The transfer station, located at the center of the County's urban area, provides a point from which to move the majority of the County's solid waste to the landfill or other contracted waste management and recycling facilities. As of 2006, the landfill and the transfer station are projected to meet the County's needs beyond the 2025 planning horizon, based on current regulations, disposal techniques, and operational policies. At the time of development, the impact of the proposed development upon the landfill will be determined and staff will ensure that adequate capacity exists. Coordination with the City's waste provider, Waste Pro, will also be required.

**PLANNING & ZONING BOARD:** At their regular September 13, 2016 meeting, the Planning & Zoning Board recommended approval, 4-1, of the requested amendment to the City's Comprehensive Plan revising the Future Land Use Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low/Medium Density

Residential) for +/- 33.8 acres of property located at the southwest corner of Anderson Ln. and Rinehart Rd.

**RECOMMENDATION:** Staff has reviewed the above referenced application and recommends approval of the Transmittal of the proposed Expedited State Review Comprehensive Plan Amendment to the City's Comprehensive Plan revising the Future Land Use Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low/Medium Density Residential) for +/- 33.8 acres of property located at the southwest corner of Anderson Ln. and Rinehart Rd.

**ATTACHMENTS:**

- Ordinance No. 1552
- Location Map
- Future Land Use Map
- Zoning Map
- Aerial
- Applicant's Justification Document
- September 13, 2016 Planning & Zoning Board Meeting Minutes

ORDINANCE NO. 1552

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LAKE MARY, FLORIDA; PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION FROM OFFICE (OFF) AND RESTRICTED COMMERCIAL (RCOM) TO LOW/MEDIUM DENSITY RESIDENTIAL (LMDR) FOR A +/- 33.8 ACRE AREA LOCATED AT THE SOUTHWEST CORNER OF ANDERSON LANE AND RINEHART ROAD; PROVIDING FOR TRANSMITTAL OF THE PLAN AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE.**

**WHEREAS**, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

**WHEREAS**, Section 163.3167, Florida Statutes requires each municipality in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Economic Opportunity; and

**WHEREAS**, Section 163.3167(1)(b), Florida Statutes, gives power and responsibility to municipalities to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

**WHEREAS**, Mr. Javier E. Omana, as petitioner of a future land use amendment, is desirous of amending the Future Land Use Element of the City of Lake Mary's Comprehensive Plan from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low/Medium Density Residential) to allow for the construction of a 76-lot single-family residential project on the "Subject Property", as described in Section 1 below; and

**WHEREAS**, the Planning & Zoning Board, as the Local Planning Agency of the City of Lake Mary, held a public hearing on September 13, 2016, on the proposed Comprehensive Plan map amendment and recommended approval, 4-1, of the proposed amendment to the Mayor and City Commission of the City of Lake Mary; and

**WHEREAS**, the Comprehensive Plan amendment transmitted by this Ordinance complies with the requirements of the Community Planning Act, as well as other applicable law, and is consistent with the City's Comprehensive Plan.

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

**SECTION 1. Future Land Use Amendment:** The portion of the Future Land Use Plan Element referenced as the Future Land Use Map of the Comprehensive Plan of the City of Lake Mary, Florida, is hereby amended to reflect a redesignation of certain real properties with the following Seminole County Parcel Identification Numbers:

OFF to LMDR	RCOM to LMDR	
07-20-30-300-0170-0000	07-20-30-300-003K-0000	07-20-30-301-003E-0000
07-20-30-300-015A-0000	07-20-30-300-003A-0000	07-20-30-301-003P-0000
07-20-30-502-0000-0010	07-20-30-301-003J-0000	07-20-30-300-014B-0000
07-20-30-502-0000-0020	07-20-30-301-003M-0000	07-20-30-300-014A-0000
07-20-30-502-0000-0030	07-20-30-301-003B-0000	07-20-30-300-0140-0000
07-20-30-502-0000-0040	07-20-30-301-003N-0000	07-20-30-300-0150-0000
	07-20-30-301-003C-0000	07-20-30-300-0160-0000
	07-20-30-301-003Q-0000	

The redesignation shall be from City of Lake Mary OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low/Medium Density Residential).

**SECTION 2. Severability.** If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this Ordinance had been adopted without such unconstitutional, invalid and inoperative part therein and if this Ordinance or any provision thereof shall be held inapplicable to any person, group of persons, property, kind of

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

**SECTION 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. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

FIRST READING: October 6, 2016

SECOND READING: \_\_\_\_\_, 201\_\_

CITY OF LAKE MARY FLORIDA

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

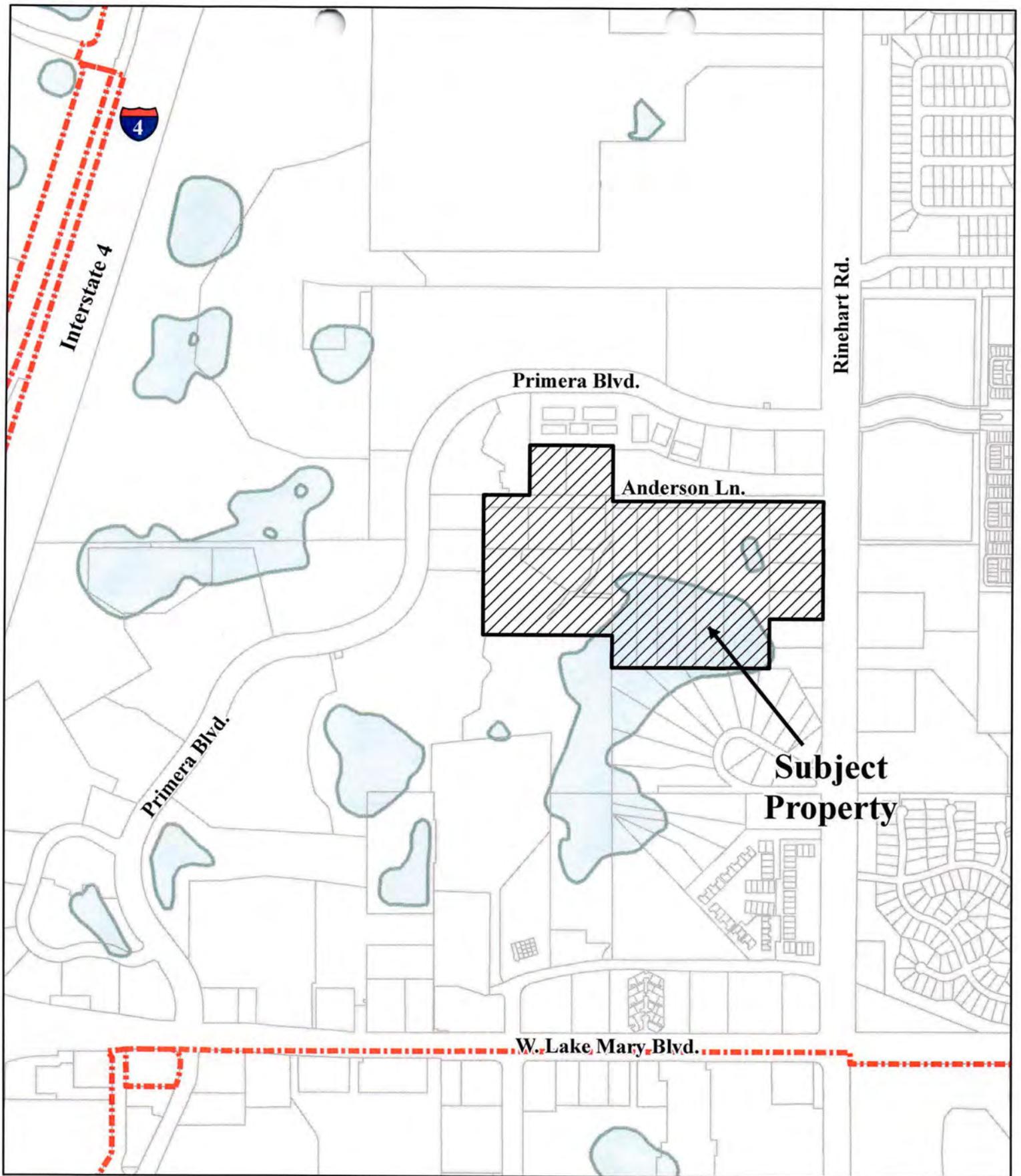
ATTEST:

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

FOR THE USE AND RELIANCE OF THE CITY OF LAKE MARY ONLY  
APPROVED AS TO FORM AND LEGALITY:

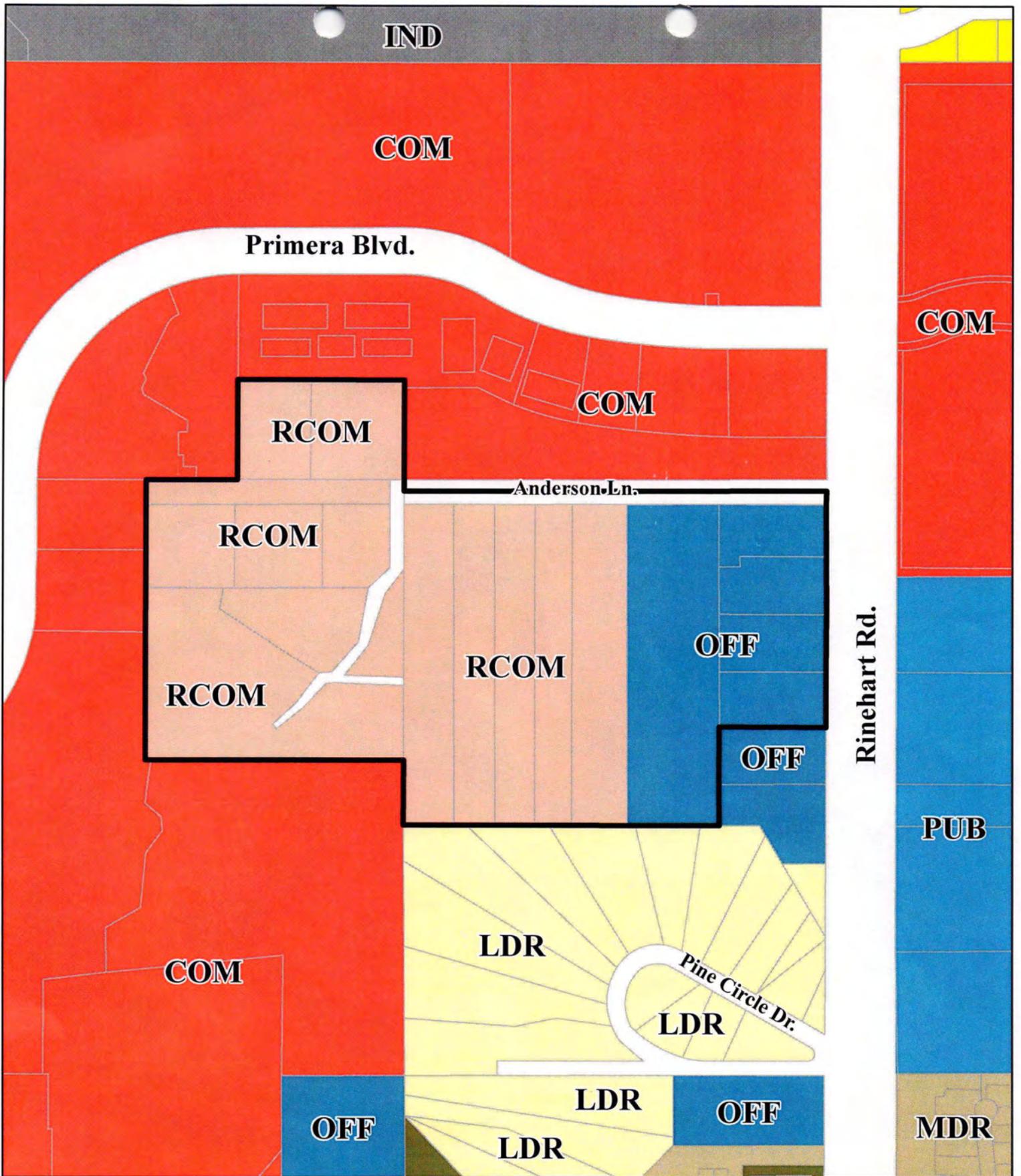
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CITY ATTORNEY, CATHERINE D. REISCHMANN



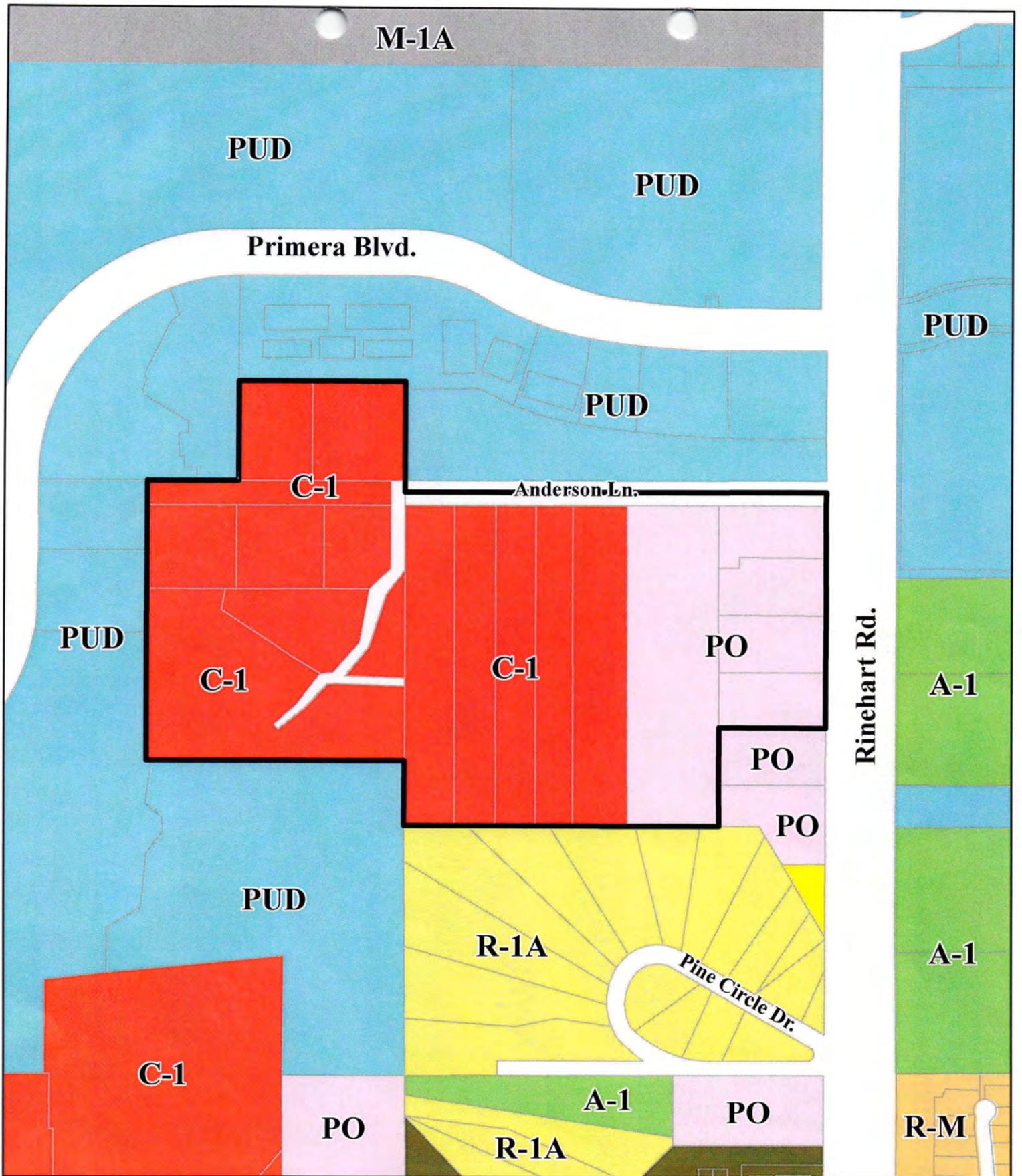
**Location Map**  
Lake Emma Project  
(Anderson Lane)





**Future Land Use Map**  
 Lake Emma Project  
 (Anderson Lane)

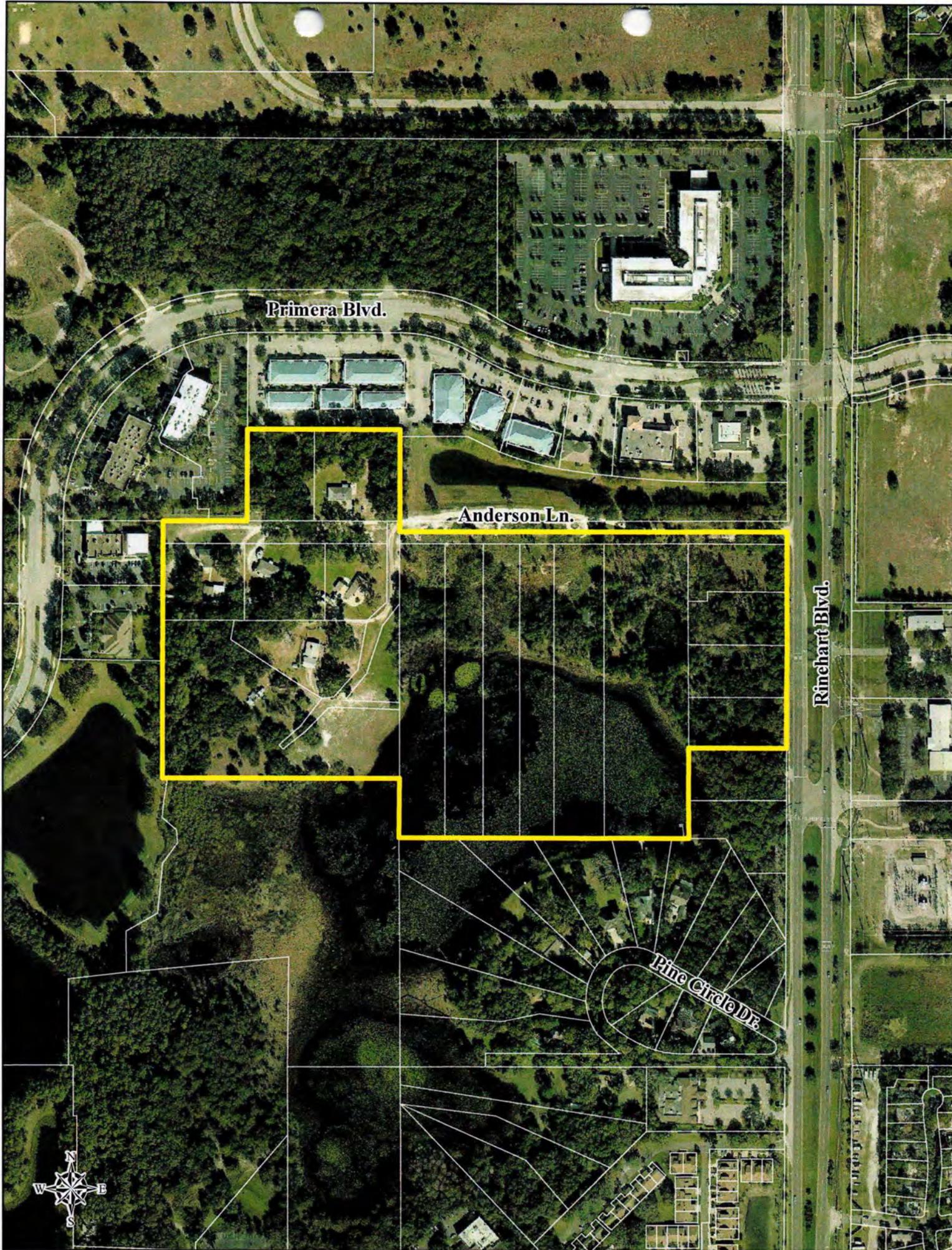




## Zoning Map

Lake Emma Project  
(Anderson Lane)





Primera Blvd.

Anderson Ln.

Rinchart Blvd.

Pine Circle Dr.



# LAKE EMMA PARCELS

*Large Scale  
Future Land Use  
Amendment  
Application*

Applicant:



Agent Contact Information:

CPH, Inc.  
c/o Javier E. Omana, CNU-a  
1117 E. Robinson St.  
Orlando, FL 32801  
(P) (407) 425-0452  
(F) (407) 648-1036

Prepared by:



# Table of Contents

---

<b>I. Statement of Intent</b> .....	1
<b>II. General Information</b> .....	3
<b>II.1 Existing Property Characteristics</b> .....	3
<b>II.2 Program</b> .....	5
<b>III. Adherence to the Comprehensive Plan</b> .....	7
<b>III.1 Compatibility: Adjacent Land Uses</b> .....	7
<b>III.2 Consistency: Supporting Policies from the City of Lake Mary Comprehensive Plan</b> .....	10
<b>III.3 Concurrency: Analysis of Public Facilities</b> .....	11
<b>IV. Conclusion</b> .....	23

## List of Figures

---

<b>Figure 1.</b>	Aerial Image of the Subject Area.....	1
<b>Figure 2.</b>	Aerial Image of Subject Site and Surrounding Area. ....	2
<b>Figure 3.</b>	Subject Area with Parcel Labels. ....	4
<b>Figure 4.</b>	Preliminary Boundary Survey.....	6
<b>Figure 5.</b>	Future Land Use Designations of Subject Site and Surrounding Area. ....	8
<b>Figure 6.</b>	Zoning Districts of Subject Site and Surrounding Area. ....	9
<b>Figure 7.</b>	City of Lake Mary Potable Water Service Areas and Facilities.....	12
<b>Figure 8.</b>	Distance from Subject Site to Greenwood Lakes Wastewater Treatment Facility. ....	14
<b>Figure 9.</b>	Seminole County Landfill Location.....	15
<b>Figure 10.</b>	Park Land Inventory.. ....	17
<b>Figure 11.</b>	City of Lake Mary Floodplain Map. ....	20
<b>Figure 12.</b>	Seminole County Schools.....	21
<b>Figure 13.</b>	Locations of Lake Mary Emergency Departments. ....	22

## I. Statement of Intent



Figure 1. Aerial Image of the Subject Area. Located southwest of the intersection of Rinehart Road and Primera Boulevard, the subject site contains dense vegetation, residential structures, and a large portion of Lake Emma.

The applicant, contract purchaser of subject sites (depicted in **FIGURE 1** above), hereby submits a Large Scale Future Land Use Amendment (LSFLUA) request for a land use change on twenty-one adjacent parcels. Located southwest of the intersection of two major thoroughfares, Rinehart Road and Primera Boulevard, the subject parcels are currently designated either Office (OFF) or Restricted Commercial (RCOM). The Applicant desires to amend the land use designation from commercial activity to Low/Medium Density Residential (LMDR) to construct a planned single-family residential community. The applicant anticipates a subsequent filing of a rezone application for a Planned Unit Development for the subject parcels.

Future development will include two additional parcels (Galaxy Plus, LLC) abutting these properties, which will serve as a major access point to and from the development (not a part of this application). These secondary parcels possess a land use designation of Office (OFF) with a Professional Office (PO) zoning district that shall be maintained for commercial use in the final development plan (ID No.'s: 07-20-30-502-0000-0060 and 07-20-30-502-0000-0050). Although they are unaffected by the subject process, these two parcels may be included in the overall project rezone.



Figure 2. Aerial Image of Subject Site and Surrounding Area.

## II. General Information

### II.I Existing Property Characteristics

The twenty-one properties that compose the overall subject area are held by a number of landowners, who have provided written authorization for the subject application. **TABLE 1** below offers a description of each parcel in its existing state, with each "label" corresponding to the map that follows (**FIGURE 3**).

Table 1. Relevant Parcel Data.

Label	Parcel ID No.	Existing Land Use	Ownership	Property Address
A	07-20-30-300-003K-0000	RCOM	American Trust FBO	Smathers Lane Lake Mary, FL 32746
B	07-20-30-300-003A-0000	RCOM	Robinson, Christin	820 Anderson Lane Lake Mary, FL 32746
C	07-20-30-301-003J-0000	RCOM	Lanier, Nancy A.	Smathers Lane Lake Mary, FL 32746
D	07-20-30-301-003M-0000	RCOM	Smathers, Randall H.	845 Anderson Lane Lake Mary, FL 32746
E	07-20-30-301-003B-0000	RCOM	Smathers, Roger Smathers, Edwina	835 Anderson Lane Lake Mary, FL 32746
F	07-20-30-301-003N-0000	RCOM	Robinson, Brian E. Robinson, Deborah A.	100 Smathers Lane Lake Mary, FL 32746
G	07-20-30-301-003C-0000	RCOM	American Trust Schaaf, Gordon (Trustee)	130 Smathers Lane Lake Mary, FL 32746
H	07-20-30-301-003Q-0000	RCOM	Lanier, Nancy A.	120 Smathers Lane Lake Mary, FL 32746
I	07-20-30-301-003E-0000	Right-of-Way	Lanier, Nancy S. Smathers, Joseph C. (Heirs)	Smathers Lane Lake Mary, FL 32746
J	07-20-30-301-003P-0000	RCOM	Lanier, Nancy A.	Smathers Lane, Lake Mary, FL 32746
K	07-20-30-300-014B-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Anderson Lane Lake Mary, FL 32746
L	07-20-30-300-014A-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Anderson Lane Lake Mary, FL 32746
M	07-20-30-300-0140-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Lake Mary, FL 32746
N	07-20-30-300-0150-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Anderson Lane Lake Mary, FL 32746
O	07-20-30-300-0160-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Lake Mary, FL 32746
P	07-20-30-300-0170-0000	RCOM	FBA Land Holdings LLC c/o Metropolitan Creditors	Anderson Lane Lake Mary, FL 32746
Q	07-20-30-300-015A-0000	RCOM	Taylor, Sarah	FL
R	07-20-30-502-0000-0010	OFF	FBA Land Holdings LLC	Rinehart Road

			c/o Metropolitan Creditors	Lake Mary, FL 32746
S	07-20-30-502-0000-0020	OFF	FBA Land Holdings LLC c/o Metropolitan Creditors	Rinehart Road Lake Mary, FL 32746
T	07-20-30-502-0000-0030	OFF	FBA Land Holdings LLC c/o Metropolitan Creditors	Rinehart Road Lake Mary, FL 32746
U	07-20-30-502-0000-0040	OFF	FBA Land Holdings LLC c/o Metropolitan Creditors	Rinehart Road Lake Mary, FL 32746

Source: Seminole County Property Appraiser

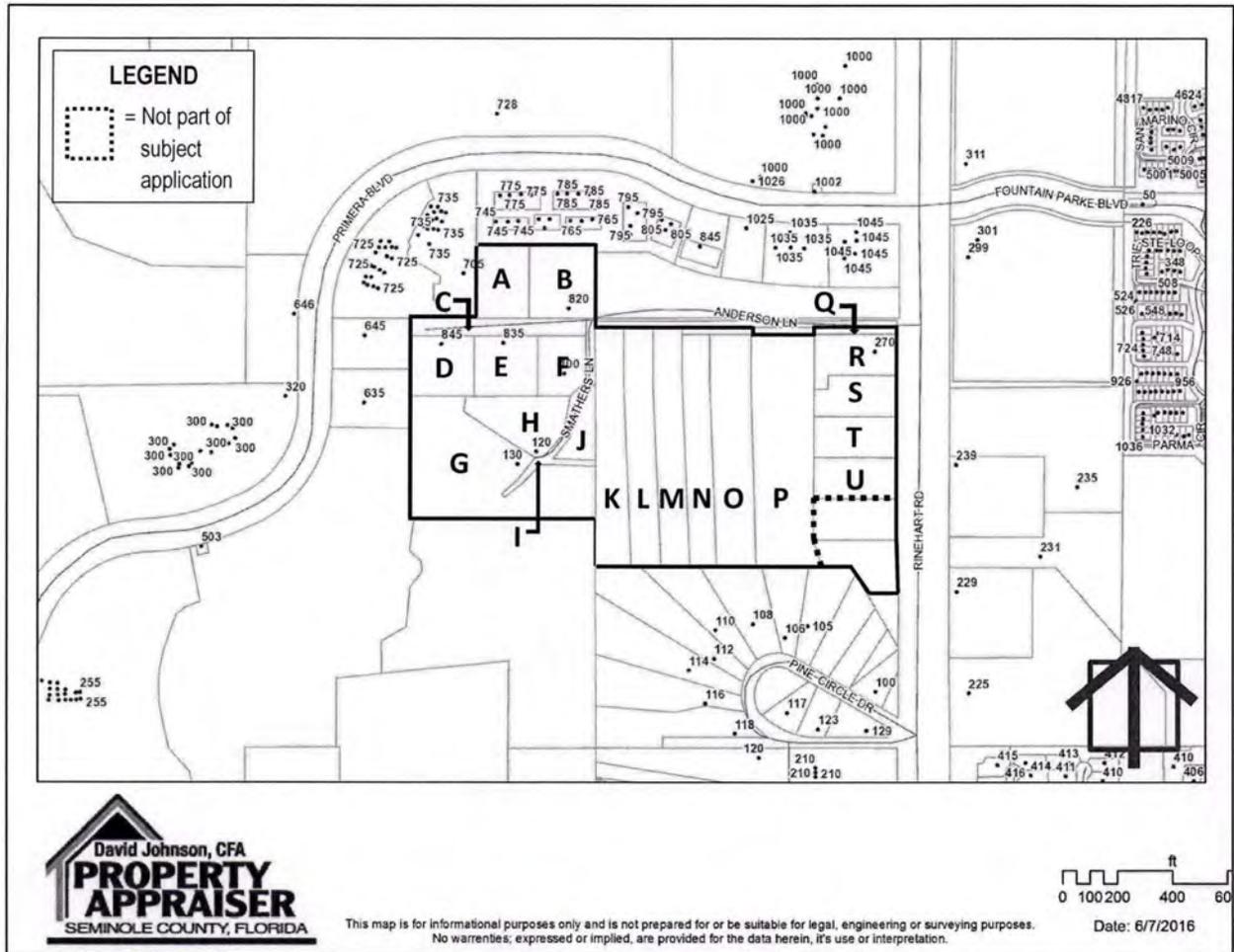


Figure 3. Subject Area with Parcel Labels. The above image depicts the parcel boundaries for the subject area, with labels that corresponds each parcel to the data presented in Table 1.

Documents from the Seminole County Property Appraiser regarding the twenty-one parcels described above are provided in the Appendix. Additionally, the legal description for each parcel is also provided in the Appendix.

## II.2 Program

The applicant proposes to construct a residential community that will consist of seventy-six single family detached residences with open space and amenity elements. The subject site is approximately 35.8 acres, including the Galaxy tract. The future development will have a gross density of 2.2 units per acre and an approximate net density of 3.6 units per acre. **FIGURE 4** following is a preliminary boundary survey showing the existing parcels contained within the subject site.

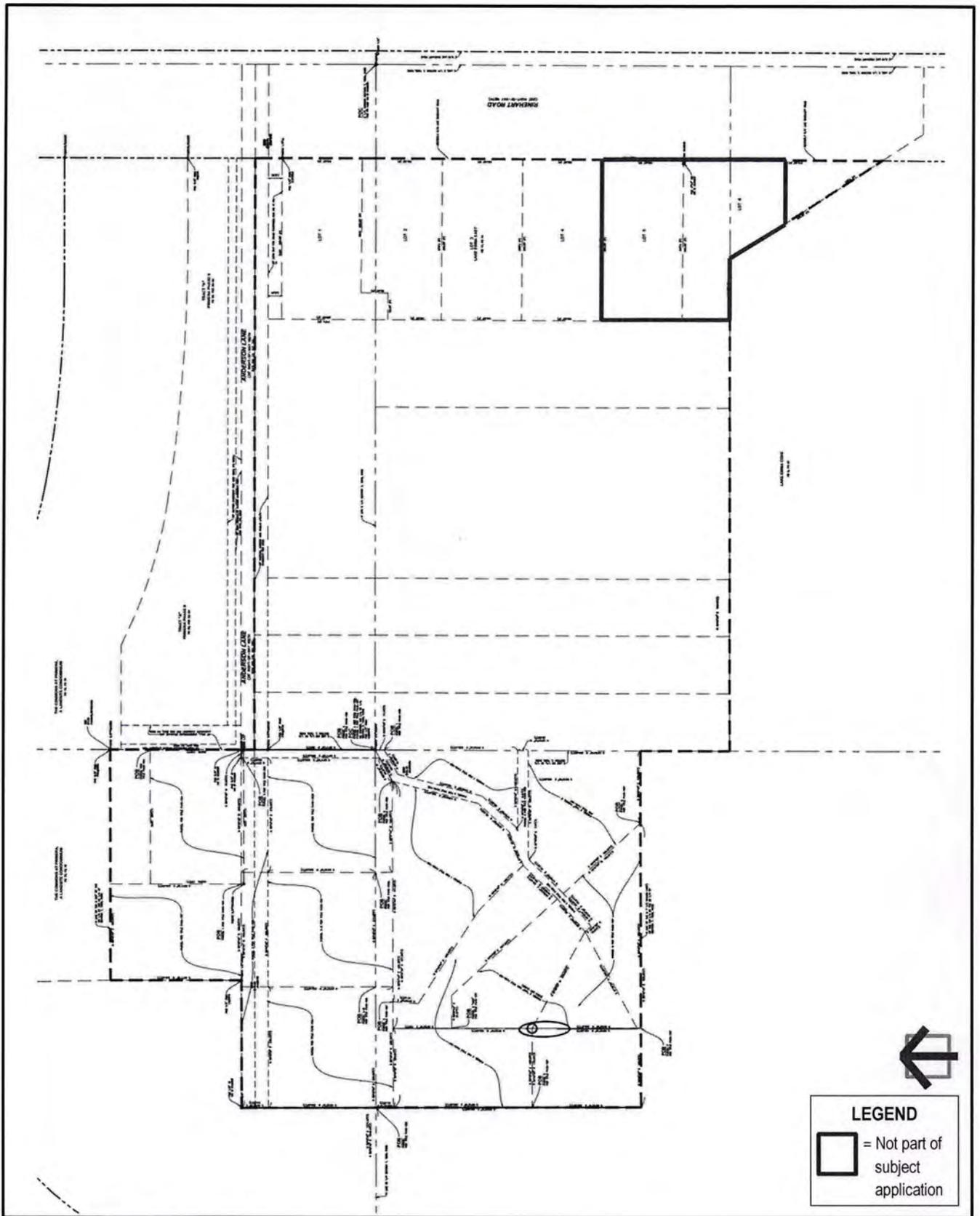


Figure 4. Preliminary Boundary Survey.

### III. Adherence to the Comprehensive Plan

#### III.I Compatibility: Adjacent Land Uses

In planning and community development, “compatibility” refers to the harmony of adjacent land uses and activities to avoid conflicting or incompatible uses. Therefore, developments and/or alterations to the Future Land Use Map must prove compatibility between the proposed endeavors and the surrounding development patterns. Likewise, an explicit statement on density compatibility is equally important. The City of Lake Mary’s Land Development Code defines net density as “the total number of dwelling units in an area divided by the total number of land acres devoted entirely to a designated land use.” The code also defines gross residential density as “the total number of dwelling units divided by the total number of land acres on a site,” to include only easements and proposed rights-of-way. The application of these definitions to the site development ensures compatibility with surrounding land uses, as well as consistency with the code. Herein, the compatibility of future land uses and zoning districts are explained, as they relate to the subject site.

#### *Future Land Use*

Residential land uses are present to the east and south of the subject site at varying densities. The majority of the land uses east of the site (across Rinehart Road) are dedicated to Medium Density Residential (MDR) activity at a maximum density of six (6) dwelling units per acre. These include: Manderley, Fountain Parke, and The Forest. Low, medium, and high density residential developments can be found south of the parcel, as well. **TABLE 2** below summarizes Future Land Uses of properties abutting the subject site, while **FIGURE 5** displays them graphically. Although the residential activity described prior does not seamlessly abut the subject site, the persistence of low and medium density residential activity in the surrounding area is compatible with the proposed land use amendment.

Land uses to the north and west of the subject site differ with the proposed program, however, the Low/Medium Density Residential (LMDR) designation sought is defined in the comprehensive plan as “a transitional use between more intensive urban uses and low density and rural residential uses.” (City of Lake Mary Comprehensive Plan, Future Land Use Element, Policy 1.4).

Table 2. Future Land Uses Adjacent to Subject Site.

Property	Current FLU Designation	Proposed Designation
Subject Parcels (A-P)	RCOM	LMDR
Subject Parcels (S-V)	OFF	LMDR
North	COM	-
South	LDR, COM	-
East ( <i>across Rinehart Road</i> )	PUB, COM	-
West	COM	-

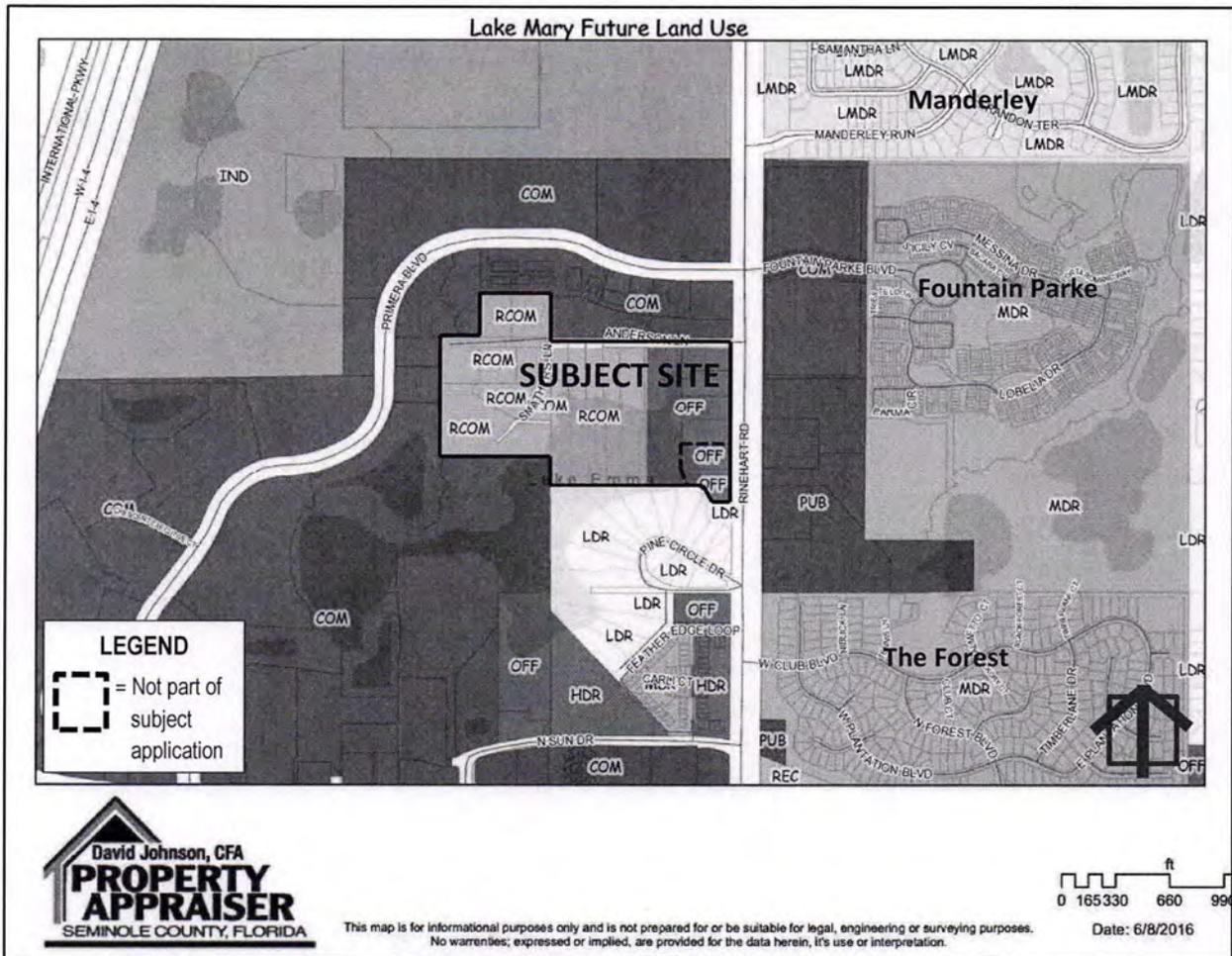


Figure 5. Future Land Use Designations of Subject Site and Surrounding Area.

### Zoning

Much of the area surrounding the subject site is zoned as planned unit developments, whether residential or commercial. More specifically, the properties to the north, west, southwest, and east are PUD districts. As displayed on the map below (FIGURE 6), the subject site is mostly surrounded by properties also zoned in planned unit districts. TABLE 3 summarizes the surrounding zoning districts. Although not a part of this request, the final development seeks a PUD rezone in order to create a residential community, and the prevalence of the zoning reinforces the compatibility of the proposed amendment.

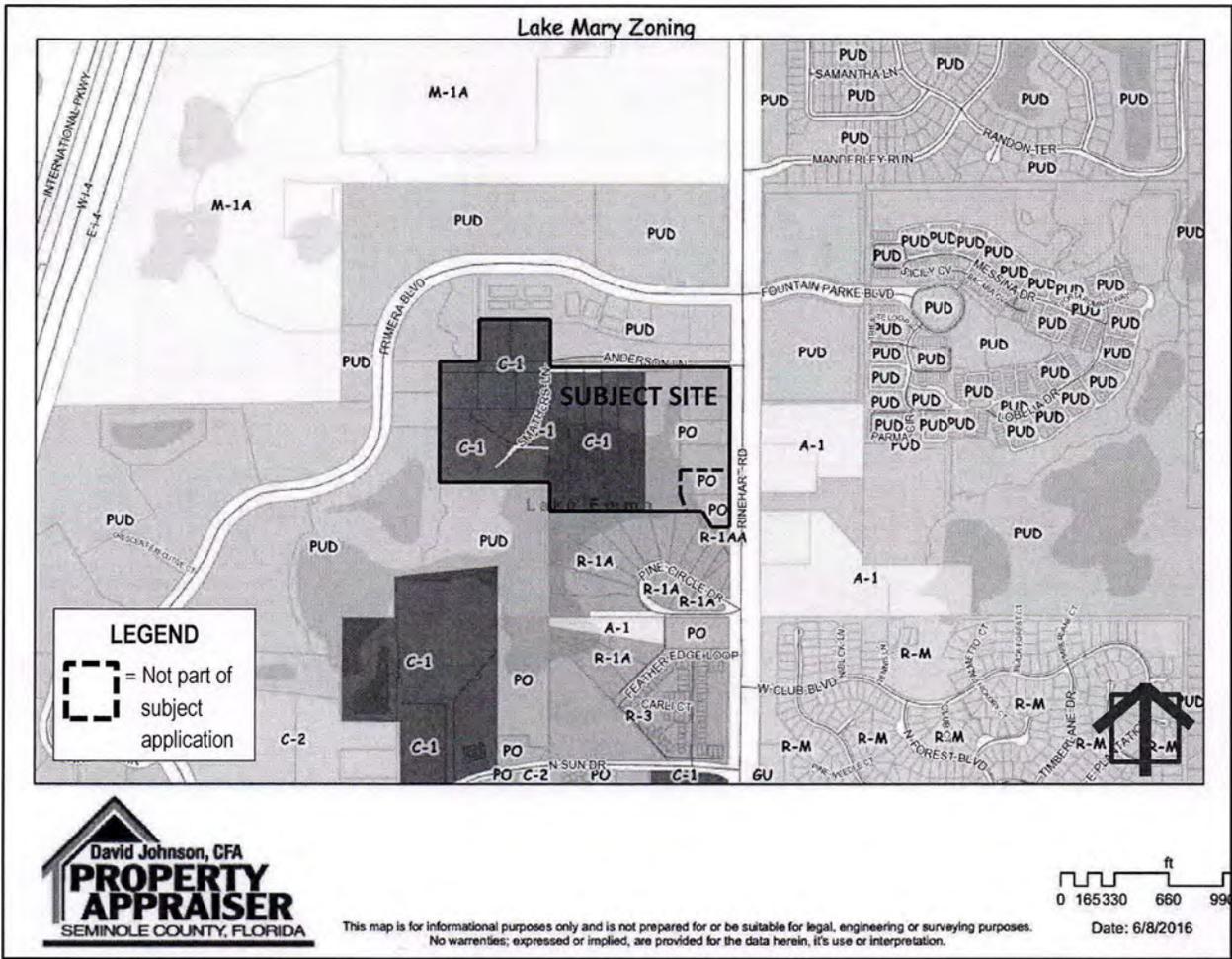


Figure 6. Zoning Districts of Subject Site and Surrounding Area.

Table 3. Surrounding Zoning Districts.

Property	Current Zoning District	Proposed District
Subject Parcels (A-P)	C-1	PUD
Subject Parcels (S-V)	PO	PUD
North	PUD	-
South	PUD, R-1A, R-1AA	-
East (across Rinehart Road)	PUD, A-1	-
West	PUD	-

The land use designations and zoning districts surrounding the subject site are compatible with the requested uses described in this application, based on character, use, density, and theming. A Future Land Use designation of Low/Medium Density Residential (LMDR) and PUD zoning will lend to the character of existing residential development, and provide a transition between non-residential uses and the site.

### III.2 Consistency: Supporting Policies from the City of Lake Mary Comprehensive Plan

Policies from the City of Lake Mary Comprehensive Plan, specifically the Future Land Use Element and Capital Improvements Element, provide support in the formulation of the proposed land use change, in addition to guiding the principles and standards of development. Under these policies, the future development of the subject site shall adhere to both the residential requirements and associated standards. The following excerpts serve to justify this amendment proposal.

#### FLU1.4

---

*Low/Medium Density Residential: This land use is designated for standard detached single-family residences at a maximum density of four (4) dwelling units per acre. It allows for residential concentrations that economically utilize public services and facilities while maintaining a suburban atmosphere. This land use serves as a transitional use between more intensive urban uses and low density and rural residential uses.*

---

Policy **FLU1.4** lays the groundwork for the character and quality of residential elements within the Low/Medium Density Residential (LMDR) designation. Consistency with the comprehensive plan stems from the final statement (above) that specifies the designation may serve as “a transitional use between more intensive urban uses and low density and rural residential uses.” As stated in the previous section on “III.I Compatibility,” a designation of LMDR would provide the desired transitions between (1) the commercial designations to the north, west, southwest, and northeast of the site and (2) the Low Density Residential (LDR) directly south of the site, in addition to (3) providing consistency and compatibility with the MDR neighborhoods to the east of the site. Finally, this policy establishes the maximum allowable density in LMDR areas, to which the anticipated development will be compliant—as described in section “II.2 Program.” The proposed development will adhere not only to the policy defining LMDR designations, but also support and enhance the surrounding neighborhood’s compatible uses, densities, and complementary character and massing.

### III.3 Concurrency: Analysis of Public Facilities

In order to determine the impact of the proposed amendment on existing public facilities, analyses were conducted using the level of service standards outlined in the Capital Improvements Element of the City of Lake Mary Comprehensive Plan. Concurrency with the systems has been determined for potable water, wastewater, drainage, solid waste disposal, transportation, and recreation and open space. All calculations assume seventy-six single-family dwelling units with an average of 2.1 inhabitants for a total of 160 estimated residents.

#### *Potable Water Systems*

Estimates of the proposed amendment’s impact on potable water systems are identified in the table below (TABLE 4). FIGURE 7 below displays potable water service areas in the direct vicinity of the subject area including existing wells, future wells, and water treatment facilities. Based on the level of service (LOS) standards stated in the Goals, Objectives, and Policies section of the Capital Improvements Element, the proposed request estimates an average daily residential flow of 22,400 gallons per day of potable water. Due to constraints on the existing system, the proposed project will also implement reclaimed water lines to alleviate over-usage of current facilities. Potable water service is provided by the City of Lake Mary at the Harry Terry Water Treatment Facility, which is located due east of the subject site (FIGURE 7).

Table 4. Concurrency Estimates of Potable Water Systems.

<b>CITY POTABLE WATER SYSTEMS</b>						
<u>Use</u>	<u>Existing Program</u>	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Rate Units</u>	<u>Flow (gpd)</u>
<b>Low/Medium Density Residential</b>	Single Family Housing	160	Total Estimated Population	140	Gallons Per Capita Per Day	22,400
<b>Proposed Additional Potable Water Flow:</b>						22,400
<b>Total Program Estimated Average Daily Residential Flow (gpd):</b>						22,400

# CITY OF LAKE MARY POTABLE WATER SERVICE AREAS, 1999



## LEGEND



Existing Well



Future Well



Harry Terry Water Treatment Facility



Not a part of subject application



1000 ft

Figure 7. City of Lake Mary Potable Water Service Areas and Facilities.

## Wastewater Systems

Estimates of the proposed amendment's impact on wastewater systems are identified in the table below (**TABLE 5**). Based on the level of service (LOS) standards stated in the Goals, Objectives, and Policies section of the Capital Improvements Element, the proposed request estimates an average daily residential flow of 19,200 gallons per day of wastewater.

Table 5. Concurrency Estimates of Wastewater Systems.

CITY WASTEWATER SYSTEMS						
<u>Use</u>	<u>Existing Program</u>	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Rate Units</u>	<u>Flow (gpd)</u>
<b>Low/Medium Density Residential</b>	Single Family Housing	160	Total Estimated Population	120	Gallons Per Capita Per Day	19,200
<b>Proposed Additional Wastewater Flow:</b>						19,200
<b>Total Program Estimated Average Daily Residential Flow (gpd):</b>						19,200

While the City of Lake Mary does not own a wastewater treatment plant, all service areas are conveyed to the Greenwood Lakes Wastewater Treatment Facility (Seminole County). Conveniently, Greenwood Lakes is approximately 1.9 miles from the subject site. Based on information provided in the Adopted Infrastructure Element of the Comprehensive Plan (2000), the county-wide facility has a design capacity of 2.5 million gallons per day (mgd), and currently operates at 63% capacity (2.2 mgd). Further, the City of Lake Mary accounts for approximately 1.39 mgd at Greenwood, which is 63% of the daily flow. Seminole County Environmental Services estimates the facility has a remaining life expectancy of 21 years, or through the year 2021. The exhibit on the following page, Figure 8, shows the distance from the subject site to Greenwood Lakes Wastewater Treatment Facility.



Figure 8. Distance from Subject Site to Greenwood Lakes Wastewater Treatment Facility.

### Solid Waste Disposal Systems

Estimates of the proposed amendment’s impact on solid waste disposal systems are identified in the table below (TABLE 6). Solid waste generated in the City of Lake Mary is transported to the Seminole County landfill, indicated on the map below (FIGURE 9). Based on the level of service (LOS) standards stated in the Goals, Objectives, and Policies section of the Capital Improvements Element, the proposed request estimates an average daily residential flow of 766 pounds per day of solid waste.

Table 6. Concurrency Estimates of Solid Waste Disposal.

COUNTY SOLID WASTE						
Use	Existing Program	Quantity	Units	Rate	Rate Units	Waste (ppd)
Low/Medium Density Residential	Single Family Housing	160	Total Estimated Population	4.79	Pounds Per Capita Per Day	766
<b>Proposed Additional Solid Waste Load:</b>						766
<b>Total Program Estimated Average Daily Residential Output (ppd):</b>						766

An inventory analysis provided in the Infrastructure Element of the Comprehensive Plan identifies the Osceola Landfill (Seminole County’s main site) as having an estimated twenty years of capacity available, which approximates a life span reaching the year 2036. Similarly, the Central Transfer Station has an estimated 17 years remaining; to reach capacity in the year 2033. The Comprehensive Plan states that the landfill has “adequate facility capacity to accommodate future capacity needs beyond the 2013 longOrnage planning period.” (City of Lake Mary Comprehensive Plan, 2000, p. 5-22).



Figure 9. Left: Seminole County Landfill Location. Right: Seminole County Landfill Transfer Station Location.

### *Recreation and Open Space*

Estimates of the proposed amendment's impact on existing park land and open space are based on the inventory data provided in the City's Comprehensive Plan Recreation and Open Space Element. The following map excerpt from the Comprehensive Plan (**FIGURE 10**) identifies the subject site and highlights the two nearest park or open space amenities (circled). The subject site's convenient location on Rinehart Road also provides access to the Florida National Scenic Trail bike path.

Based on the level of service (LOS) standards stated in the Future Land Use Element, the City of Lake Mary owns "sufficient acreage of parkland to satisfy the future need for both neighborhood and community parks" (p. 1-14). The adopted standards require 1.6 acres of neighborhood/mini park land per 1,000 people and 2.6 acres of community park land per 1,000 people. Current estimates of the ratio of park land to residents specified in the Comprehensive Plan far exceeds the minimum level of service mandated, with approximately 29.8 acres per 1000 population" (p. 1-24). An estimated 0.40 acres of recreation and open space are needed to meet the LOS standards for the proposed amendment and subsequent development.

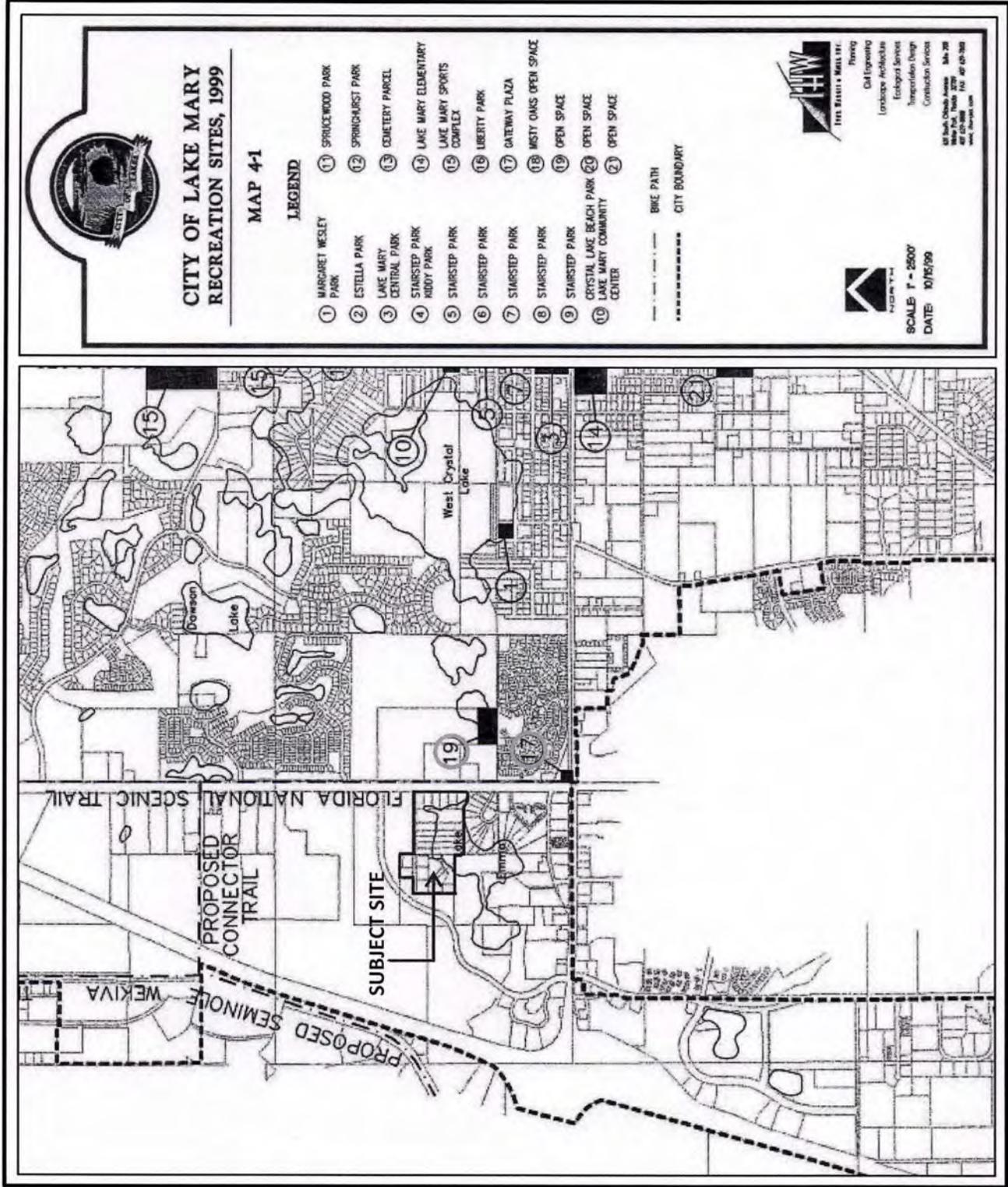


Figure 10. Park Land Inventory. Source: City of Lake Mary Comprehensive Plan, 2007.

### *Traffic Circulation*

Juxtaposed between a principal arterial road and two minor arterials, the Lake Emma subject site is served by three of the largest and most heavily-travelled roads in central Seminole County. Rinehart Road is located adjacent to the property’s eastern boundary. CR46A is located approximately 1.5 miles north of the subject site and Lake Mary Boulevard is located approximately 0.4 miles south of the subject property. Access to the proposed subject site is exclusive to Rinehart Road.

As explained in the Transportation Element of the Comprehensive Plan, these roads (and therefore the subject site) are located within the High Tech Rinehart Road Gateway Transportation District, which is one of five transportation districts aimed at mobility planning. The nearest method of alternate transportation is the extensive Scenic Trail bike path with its Gateway Plaza trailhead just south of the subject site. This location is highlighted as No. 17 on **FIGURE 10**, a map of the City’s park land inventory. Additional Level of Service goals are necessary for this district, which the requested amendment and subsequent development intends to satisfy (City of Lake Mary Comprehensive Plan, Table 2-1). The Gateway transportation district addresses maintenance, structure, and access standards regarding existing conditions, mass transit, bicycle, and pedestrians.

An in-depth traffic impact study has been performed and will be submitted under a separate cover to provide more insight and detail regarding predicted traffic flows and further needs. The following data (**TABLE 7**) is provided regarding the capacity and level of service of the aforementioned roads obtained from Seminole County. Following, **TABLE 8** defines the level of service category designated by the City for each of the relevant roads. Traffic counts for Rinehart Road between Anderson Lane and Lake Mary Boulevard are reported as having decreased between 2014 and 2015, while the segment between CR 46A and Anderson Lane has seen a marginal increase in trips. Nonetheless, the estimated traffic counts for this minor arterial road approximate 24,000 to 33,500 daily trips.

Table 7. Traffic Counts for Adjacent Roads.

Road	Segment	2014 Traffic Counts	2015 Traffic Counts
Rinehart Road	CR 46A to Anderson LN	33,384	33,455
Rinehart Road	Anderson LN to Lake Mary Blvd.	25,508	23,862

*Source: Seminole County Traffic Engineering, “2006-2015 Historical Counts”*

Table 8. Adopted Level of Service for Relevant Roads and Their Meaning.

Street	Segment	Adopted Level of Service	Definition
Rinehart Rd	CR46A to Lake Mary Blvd	E	Operating conditions are at, or near capacity. Speeds are low and maneuverability within the traffic stream is extremely difficult. Driver comfort and convenience levels are poor. Operation is characterized by significant delays and low average speeds. Small increases in flow or minor disturbances within the traffic stream will cause breakdowns.
CR46A	Orange Blvd to Rinehart Rd	E	
Lake Mary Blvd.	I-4 to Longwood-Lake Mary	E	

Source: City of Lake Mary Comprehensive Plan 2000, Transportation Element

### *Drainage and Stormwater Management Systems*

In the existing condition, there is no stormwater treatment on site. Rainfall discharges via sheet flow to the adjacent Lake Emma, which is a closed basin with no direct discharge point. As part of the proposed improvements, the applicant will construct a wet detention pond for treatment of the 100-year-24-hour storm event prior to discharging to Lake Emma, as exists in the predevelopment condition. All proposed stormwater improvements will meet the City of Lake Mary and SJRWMD criteria for water quality and rate attenuation. **FIGURE 11**, "City of Lake Mary Flood Plain Map," depicts the City of Lake Mary floodplain as of 1999.



# CITY OF LAKE MARY FLOODPLAIN MAP, 1999

MAP 3-3

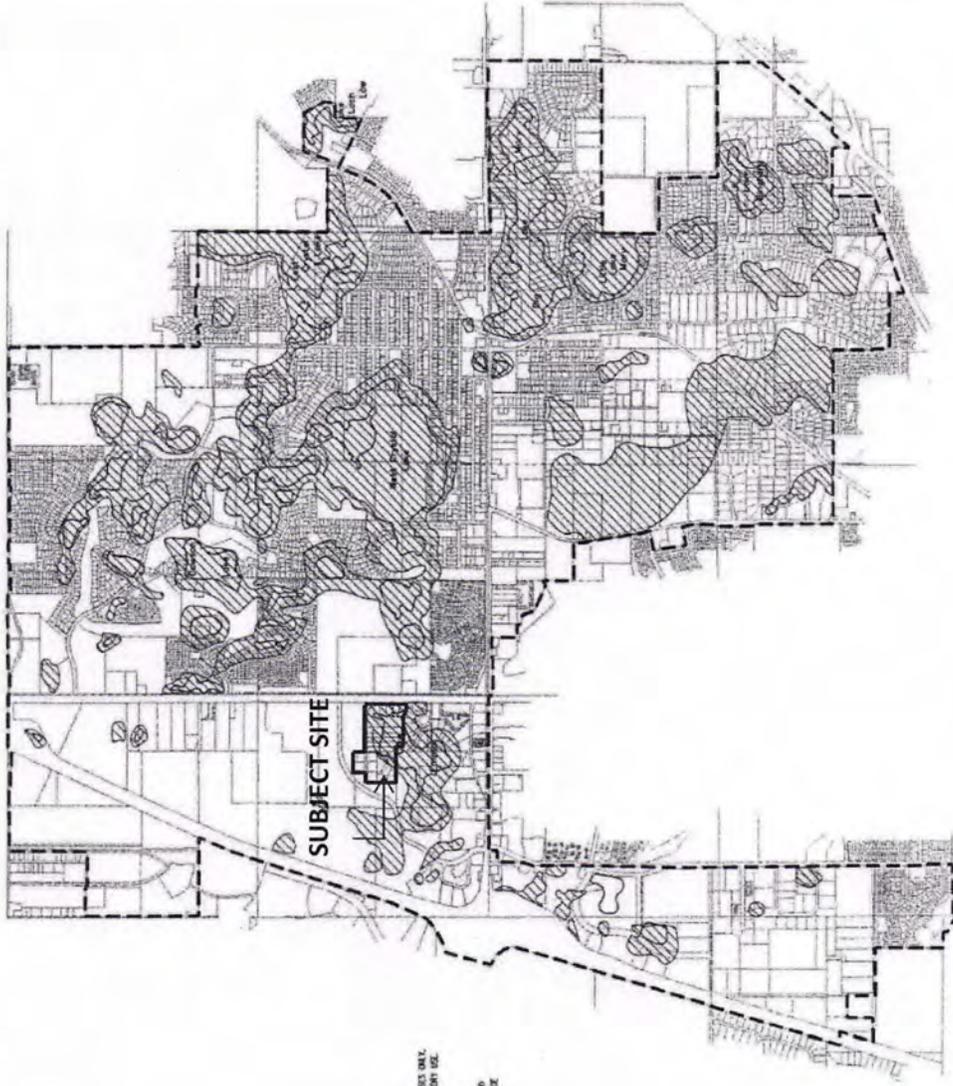
## LEGEND



FLOOD PRONE AREAS



CITY BOUNDARY



**NOTE:**  
THIS MAP IS DESIGNED FOR PLANNING PURPOSES ONLY,  
AND IS NOT INTENDED FOR OFFICIAL REGULATORY USE.  
**DISCLAIMER:**  
FEDERAL EMERGENCY MANAGEMENT AGENCY,  
FLOOD INSURANCE RATE MAP, NATIONAL FLOOD  
INSURANCE PROGRAM, PROVIDES NO WARRANTY  
PREPARED BY:  
HET, HUBBES & WELLS, INC.



SCALE: 1" = 2500'  
DATE: 07/08/99



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Planning  
Civil Engineering  
Landscape Architecture  
Ecological Services  
Transportation Design  
Construction Services  
483 South Orange Avenue, Suite 200  
Orlando, FL 32806  
Tel: 407.241.4100  
Fax: 407.241.4101

Figure 11. City of Lake Mary Floodplain Map.

## School Systems

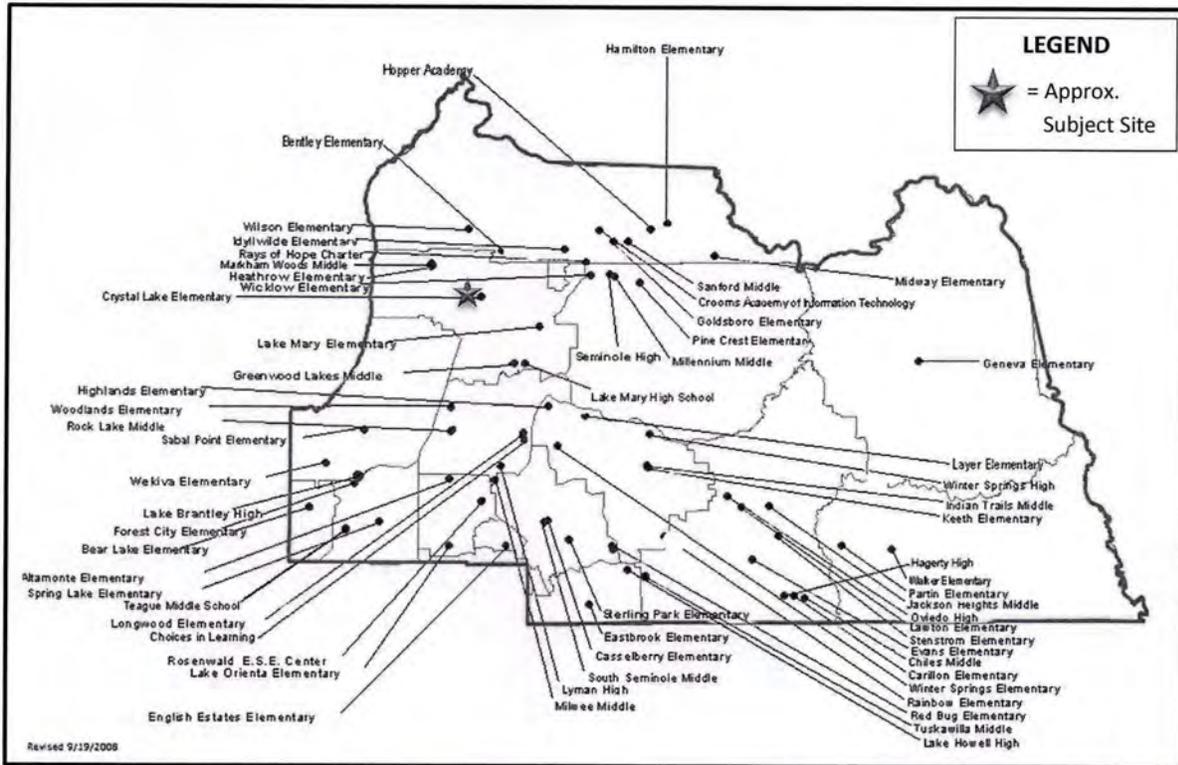


Figure 12. Seminole County Schools.

Source: Seminole County School Board

Residential developments can have an impact on the existing school system infrastructure, and, as such, school concurrency is as imperative as any other public facility. **FIGURE 12** above shows all schools in the Seminole County School District. A draft concurrency application intended for the Seminole County School Board can be found in the Appendix section of this application. A preliminary estimate of the number of students generated by a potential new residential development are enumerated in the table below (9), and found to be approximately 38 students.

Table 9. Student Generation Rates

HOUSING TYPE	SCHOOL TYPE			Total
	Elementary	Middle	High	
SF - Detached	0.224	0.118	0.146	0.448
Lake Emma Project (76 units)	17.024	8.968	11.096	37.088

Source: Seminole County School Board, "School Impact Fee Analysis," Figure 5, p. 6

**Fire Department and Law Enforcement**

It is critical to the health, safety, and welfare of all citizens of Lake Mary, not only those affected by a new residential development, to account for the impact on safety and emergency management systems. Standards of service response time, proximity to the fire/police stations, and the ratio of service professionals to residents must be maintained. A request was made to Lake Mary Fire Chief Joseph Landreville and the City of Lake Mary Police Department to obtain standard response time data. To date, this information has not been provided. (TABLE 10). Department locations are identified on the map following. FIGURE 13 shows the location of emergency stations relative to the location of the subject site.

Table 10. Proximity of Emergency Stations to Subject Site.

Facility	Standard Response Time	Distance to Subject Site
Lake Mary Police Department	Pending.	2.5 mi
Seminole County Sheriff Department	Pending.	0.2 mi
Lake Mary Fire Department	Pending.	0.9 mi

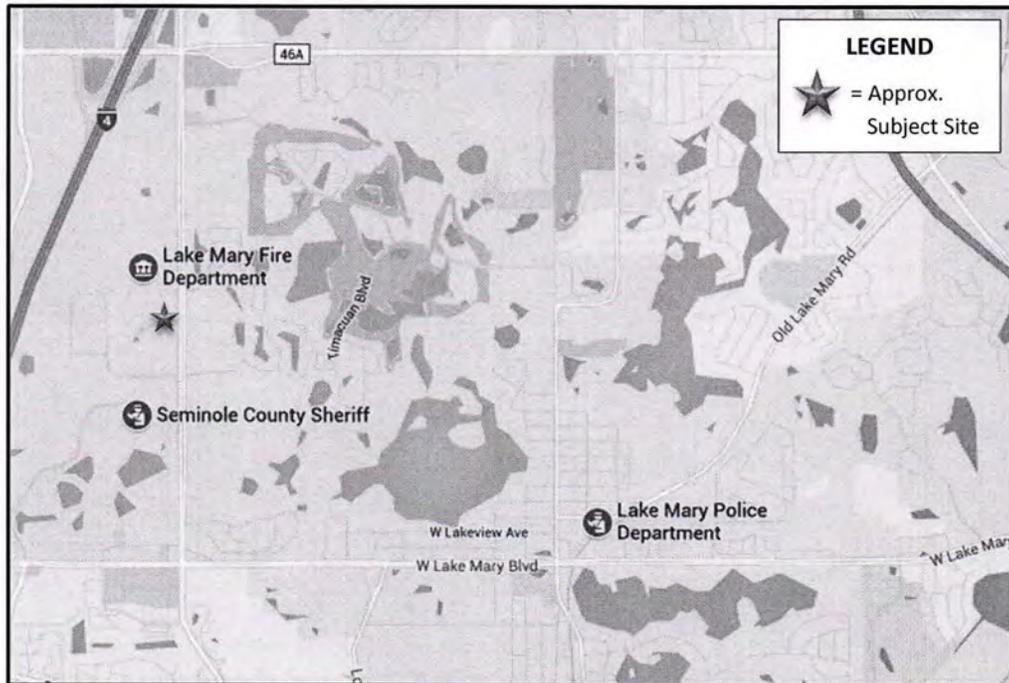


Figure 13. Locations of Lake Mary Emergency Departments.

## **IV. Conclusion**

The subject amendment to the Comprehensive Plan from Restricted Commercial and Office to Low/Medium Density Residential (LMDR) is consistent and compatible with the requirements laid forth by the City. The proposed designation is compatible with its surrounding uses, as expressed in Section III.I. The program of the future development is in line with the Comprehensive Plan and therefore consistent with its policies. Finally, data shows that concurrency with existing public facilities meets the Level of Service defined in the Plan. An analysis of concurrency with potable water, wastewater, solid waste, recreation and open space, traffic circulation, drainage and Stormwater, school systems, and the fire and police departments confirm the proposed amendment's consistency with the Comprehensive Plan's Levels of Service and Goals, Objectives, and Policies.

1  
2 C. 2016-RZ-07: Recommendation to the Mayor and City Commission regarding  
3 a request for a Preliminary Planned Unit Development (PUD) for a 76-lot  
4 single-family residential subdivision located at the southwest corner of  
5 Rinehart Road and Anderson Lane. Applicant: CPH, Inc., Mr. Javier E.  
6 Omana (Public Hearing – Quasi-Judicial)  
7

8 Chairman Hawkins said this was quasi-judicial and there is a sign-in sheet in the back  
9 for anyone wanting to be kept abreast of this item.  
10

11 Mr. Noto said Item D is related to this and would present them together.  
12

13 Mr. Noto showed the location map of the property for the preliminary PUD on the  
14 overhead. He emphasized it was for the preliminary PUD because the Comp Plan  
15 amendment does not include what we are calling the Galaxy parcel located at the  
16 southwest corner of the location map. That “Galaxy” parcel has office land use and is  
17 going to stay as an office as part of this PUD.  
18

19 Mr. Noto said some members were on the Board in 2014 when Mattamy Homes came  
20 forward with a comp plan amendment request for less property than is shown on the  
21 overhead. They had just under 20 acres of land and they requested a high density  
22 residential land use which is nine units per acre in order to build 81 townhomes. That  
23 request was denied at the transmittal stage at the City Commission meeting that  
24 followed the P&Z meeting.  
25

26 Mr. Noto said we didn't see any activity on the site until Pulte Homes came forward and  
27 started talking about the potential to do a detached single family residential project as  
28 opposed to townhomes. We let them know that one of the major issues that occurred at  
29 the Mattamy proposal was that Anderson Lane was a mess from an ownership  
30 perspective. It had many different owners. It was their main point of access for  
31 Mattamy homes. They came in with the concept plan that was provided in the packets.  
32 We requested they try to figure out Anderson Lane and the City did quite a bit of  
33 research to figure out how it got to this point with there being multiple owners and if  
34 there was a way to clean it up as part of this proposal and if there was a way to acquire  
35 some of the land. They are not going to be able to acquire a couple of parcels due to  
36 prior business dealings separate from Pulte. LLCs that own parcels and things are not  
37 working out well on the private end and then just asking price of other parcels. The  
38 positive end of that is that Anderson Lane is not vital for this project, the reason being is  
39 the main access point is from the existing traffic signal on Rinehart Road. We were  
40 pleased to see that as part of this project and is what is so important about having the  
41 Galaxy parcel as part of the PUD. Without it they would not have access from Rinehart  
42 Road and Anderson would continue to be “a mess”.  
43

44 Mr. Noto said we have 76 single family detached lots that are proposed over 20 acres.  
45 It is a 33-acre project area, 23 net and around 3.3 dwelling units per acre. As a  
46 comparative the residential projects to the south, their land use allows 2.5 dwelling units

1 per acres so this project at the 23 acres usable is less than 1 dwelling unit per acre  
2 more dense. That is a much better proposal as opposed to Mattamy that was trying to  
3 do 9 dwelling units per acre.  
4

5 Mr. Noto said the 76 lots would sit on the north side of Lake Emma. He noted this was  
6 a concept plan so no engineering behind this. The preliminary PUD plan is a concept  
7 plan only. Access will be from the signal. They are going to have a shared access  
8 point in the dark gray area shown on the Galaxy parcel. Whenever that parcel develops  
9 as an office that will also be their access point. The 76 units would sit behind a gate.  
10 They would have a private street with a cul-de-sac at the north end. They have called  
11 out a couple of potential areas for emergency access. There is a potential emergency  
12 access point that goes into Primera and we're still looking into that.  
13

14 Mr. Noto said the minimum lot sizes are 5,500 square feet and 6,300 square feet. They  
15 have a mix of lot sizes. The largest lots are adjacent to Lake Emma. The lot sizes that  
16 are proposed are similar to some of the lots in Manderley and Woodbridge Lakes. He  
17 says some of the lots because those developments were done in phases and some  
18 phases have larger lots than others.  
19

20 Mr. Noto said the setbacks proposed are shown on Page 2 of the staff report. It has a  
21 standard front yard setback of 25 feet and they are proposing a 5-foot side yard setback  
22 which is typical for subdivisions that come in as PUDs. They request that 5-foot side  
23 yard as opposed to 8-foot required by code. The rear setbacks of 20 feet and the  
24 regular code is 30. For corner lots it is 25 feet which is the standard code.  
25

26 Mr. Noto said the mean high water line setback only impacts a small number of lots that  
27 abut Lake Emma is 20 feet. It really only becomes an issue for Lots 10 and 11.  
28 Otherwise all the lots are in good shape. When we get to the PUD developer's  
29 agreement which will occur at the final PUD stage, we work in the development  
30 standards for all the lots. We are going to make sure that setbacks for pools, screen  
31 rooms, accessory structures and things like that are built into the developer's agreement  
32 to avoid confusion as to who can do what where. It's going to be easier to live on those  
33 lots from a setback perspective as opposed to these that abut the lake because of that  
34 setback but it only impacts a couple of the lots and we will be dealing with that when we  
35 get to the final PUD developer's agreement.  
36

37 Mr. Noto said they are proposing a 25-foot landscape buffer adjacent to Rinehart Road.  
38 They have submitted their traffic study and is being reviewed. The preliminary PUD  
39 plan per the code 154.61, you are not required to submit your traffic study. However, in  
40 order to be proactive they have submitted that and have submitted their environmental  
41 study. They have submitted some studies that they are required to do at a later date  
42 and we have our team currently reviewing that. When we come back for the final PUD  
43 which is 30% engineering, along with the preliminary subdivision plan we will have the  
44 findings of those reports.  
45

1 Mr. Omana said dovetailing on Mr. Noto's comments and he has noted this in the staff  
2 report is that the item before the Board this evening, namely the land use amendment  
3 and the preliminary PUD, if you would like to recommend approval, it does not vest  
4 them for any entitlements. It doesn't approve their 76 units. All it does is move forward  
5 to preliminary PUD to the City Commission as well as the land use amendment for  
6 transmittal. If the City Commission at that juncture decides to vote in the affirmative, it  
7 does not vest any entitlements. The final vesting will come about at the final PUD  
8 stage.

9  
10 Mr. Noto said the transportation and environmental is all being reviewed now and we  
11 will bring it back for final PUD which is the vesting stage and we will have the final  
12 reports on that.

13  
14 Mr. Noto said staff has found that the request for preliminary PUD for a 76-lot single  
15 family residential subdivision located at the southeast corner of Rinehart Road and  
16 Anderson Lane is consistent with the City's Land Development Code and the City of  
17 Lake Mary Comprehensive Plan and recommends approval with four conditions.  
18 Condition No. 4, approval of the preliminary PUD, does not vest any development  
19 program.

20  
21 Mr. Noto said he would now move to the comp plan portion of the presentation. He  
22 showed the current, future land use map. The properties you see in R-COM and Office  
23 are part of this request less the Galaxy parcel that will remain office. All of the rest they  
24 are proposing to change the land use to Low/Medium Density Residential. When the  
25 request first came in, they requested MDR Medium Density which is 6 units per acre.  
26 They were trying to be cautious because there is a wetland area and a lake and they  
27 were trying to make sure their net density would work. After we dove into the proposal  
28 and realized that over the 23 net acres that their density was actually 3.3 units an acre,  
29 we said that is Low/Medium Density Residential and is almost LDR. To the south on  
30 Pine Circle Drive they have LDR. To the north is commercial as part of Primera. Going  
31 from LDR to LMDR to Commercial is a more logical progression of land uses as you go  
32 to the north and to the south. That is what we look at as part of our legislative review of  
33 a comp plan amendment.

34  
35 Mr. Noto said a land use amendment not only makes sense from a land use transect  
36 perspective, but as you've seen in your staff report we justify it as well as being  
37 compliant with the goals, objectives and policies that are outlined in the comprehensive  
38 plan. We have provided in the staff report a number of policies that we find this  
39 proposal to be consistent with. Also part of the staff report is the submittal from the  
40 applicant that they provided to the City outlining their land use amendment request. He  
41 pointed out that he realized after he did the packet that he provided the appendix and it  
42 was something of an incomplete appendix. He didn't mean to provide the appendix at  
43 all since it was mainly administrative information. He apologized for that. All the real  
44 detail was prior to the appendix. Pages 3 and 4 outline a number of comprehensive plan  
45 policies that we have found this request to be consistent with.

1 Mr. Noto said we also do a facilities and services review. It's almost a preliminary  
2 review because we are not vesting. If you recommend approval tonight even when it  
3 goes to Commission in October what they are approving is transmittal of the request to  
4 the state. We send it to the Department of Economic Opportunity and to the  
5 Department of State, FDOT and a number of other departments at the state level. They  
6 review it against their own codes and requirements, send us comments and then we go  
7 back to the Commission as part of an adoption hearing that will only change the land  
8 use. That doesn't vest them anything either. That just says you can do 4 dwelling units  
9 per acre on these parcels provided that you meet the quasi-judicial findings as part of  
10 the final PUD and preliminary subdivision process. That is when we bring the traffic  
11 study back and bring the 30% engineering. That is when we get detailed review.

12  
13 Mr. Omana provided a brief history of the area. Back in 1999 the area in question went  
14 through a variety of development approvals and considerations. His recollection was  
15 there was a 100,000 square foot workout/recreational type center proposed in the area  
16 designated as R-COM as well as some large square footage office facilities and other  
17 uses that would have been consistent with the C-1 and C-2 uses. Over the years those  
18 projects that had the potential for vesting expired over time and were not reviewed any  
19 further. The argument can be made that what's coming in could be a form of down  
20 zoning in that you are going from large expanses of non-residential development and a  
21 workout center of that size to a development such as this has less of an impact on the  
22 level of service on a number of issues.

23  
24 Mr. Noto said the actions that will be taken tonight, you are making a recommendation  
25 on a concept plan to have 76 dwelling units on these lands and making a  
26 recommendation on the change of land use from R-COM and Office to LMDR which is 4  
27 dwelling units per acre.

28  
29 Mr. Noto said for the comp plan amendment, staff has reviewed the application and  
30 recommends approval of the transmittal of the proposed future land use amendments  
31 for the City of Lake Mary Comprehensive Plan from Office and Restricted Commercial  
32 to Low/Medium Density Residential. He noted the applicant was present.

33  
34 Chairman Hawkins asked if the commercial property directly to the south of the R-COM  
35 was developed.

36  
37 Mr. Noto said he believed that was retention and open space for Primera. He showed  
38 an aerial on the overhead. It is open space, wetland, and lake.

39  
40 Member Aycoth asked if it was developable.

41  
42 Mr. Noto answered negatively.

43  
44 Chairman Hawkins asked where the access was to that property. Just so long as it  
45 doesn't create an enclave.

46

1 Mr. Noto said that is part of the Primera DRI so it is very likely they have access from  
2 inside Primera to get back there. He said he didn't have ownership information on that  
3 parcel with him this evening but from a future land use perspective, it's part of the  
4 commercial corridor so from that end they are fine. We will go back and confirm that is  
5 part of Primera and if it's not we will ensure that whoever owns it will continue to have  
6 access and find out where their access comes from now.

7  
8 Chairman Hawkins asked if this PUD anticipated having a wall all the way around it  
9 except for around the lake. He thought on the plans it shows a wall.

10  
11 Mr. Noto said we had some preliminary discussions about that. Since the Anderson  
12 Lane issue we haven't talked about it since then. There is already a wall on the west  
13 side of the property but it's in Primera. For Anderson this will likely stay open. We  
14 haven't gotten that far as far as what will be provided there. We're not sure if that is  
15 going to remain dirt. They are going to stabilize because it's a potential emergency  
16 access point. We are still working through some of those details. They have the 25-  
17 foot landscape buffer on the east side and what that will entail we haven't gotten that far  
18 yet.

19  
20 Chairman Hawkins said you are going to have several property owners that own  
21 Anderson and not be able to develop any of it.

22  
23 Mr. Noto said that is what we tried to explain. We took a phone call from one property  
24 owner.

25  
26 Chairman Hawkins questioned why they would continue to pay taxes.

27  
28 Mr. Noto said that is the question and that was their decision. The long parcel is the one  
29 he was alluding to.

30  
31 Chairman Hawkins asked about the parcel by retention pond that has a separate name.

32  
33 Mr. Noto said that is a local owner that opted not to participate in the subdivision. They  
34 called a couple of times and we talked about what code would allow and process and it  
35 was their decision to be outside of this project. Access and such will remain as it has  
36 been for them from Anderson moving forward.

37  
38 Chairman Hawkins said he would like to see consideration for two things: (1) No boat  
39 docks for the people on the lake even though this isn't a lake that you could ski on. It  
40 looks like it is covered in vegetation. (2) He would like to see a southbound right-hand  
41 turn lane at the light shorter than the right-hand turn lane at Primera. He was assuming  
42 there would be a left-hand turn lane going northbound.

43  
44 Member Aycoth said if you look at the development along Rinehart on both sides of the  
45 road, the westbound side is office up to the road and the eastbound side has office with  
46 residential behind it but there is a large buffer zone between the street and any housing.

1 This is going to eliminate that so you are going to have commercial space, commercial  
2 space, commercial space, residential, commercial space, commercial space,  
3 commercial space. It seems to be inconsistent.

4  
5 Mr. Noto said what they don't have going for them is larger lots. That being said they  
6 are going to provide the 25-foot buffer. At Feather Edge is high density residential and  
7 they have a similar buffer less the retention pond, but their landscape buffer along  
8 Rinehart is a similar size to what Pulte is providing. On the west side of the road they  
9 have the "unfair advantage" of having a larger right-of-way because of the trail.

10  
11 Chairman Hawkins interjected "and the power lines".

12  
13 Member Aycoth said if you go further north on Rinehart there is a large buffer beyond  
14 the trail.

15  
16 Mr. Noto said that is their retention. They had the advantage to be able to drain in that  
17 direction. For this project, although we are not at full engineering based on where we  
18 have seen their ponds being proposed, they don't have the option to put retention ponds  
19 adjacent to Rinehart Road. He pointed out a parcel that has entitlements for an  
20 apartment building but had no idea when that was coming in. More flow that goes west  
21 does not occur on this property to the point where they could provide a landscape buffer  
22 and a retention buffer.

23  
24 Member Aycoth said when he looks at it as a resident of Lake Mary, he questioned if he  
25 wanted to see office, office, home, office. It reminds him of Houston.

26  
27 Mr. Noto pointed out the landscape buffer adjacent to Primera. What will be an  
28 improvement is that you will not see a parking lot. Instead you will see a full buffer.

29  
30 Member Aycoth said he would rather see a parking lot because it would be consistent  
31 with the other development on Rinehart than a little spot of homes.

32  
33 Mr. Noto said there is only one side house. You only have Lot 64 where you will see  
34 the side of one house.

35  
36 Member Aycoth said then you have a seven yard buffer, a street and you are going to  
37 see six homes.

38  
39 Mr. Noto said that is true but you have the 25-foot buffer and the roadway so you  
40 actually have 70 to 80 feet.

41  
42 Member Aycoth asked the width of the roadway.

43  
44 Mr. Noto said it was 50 feet wide. You have almost an 80-foot buffer from the right-of-  
45 way to the front of the house and then their 20 foot. It's almost 100 feet.

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Member Aycoth said it seems to be a hodgepodge of development.

Mr. Omana said, "Sir, I respectfully disagree". To the contrary there has been over 15 years of input. He said even before he was with the City the City Commission and City management put in a lot of thought and effort into Rinehart Road as well as the adjacent I-4 Corridor. He respectfully disagreed with Member Aycoth and it is not a hodgepodge. A lot of effort has gone into that and we are currently looking into a potential analysis of Rinehart Road. We're at 98% buildout and there's not much left. Pulte and the developers have gotten the last remaining remnants. They didn't have the luxury of the Primeras, Timacuans and Manderleys of the world to be able to lay this out with a variety of large design elements. They've got what they've got but that aside, our Economic Development Director has in the past been asking for funding to assist us to look at Rinehart Road even more closely than what we have done already. We take Rinehart Road very seriously. The Commission has entrusted us with Rinehart Road. We are taking a variety of proposals that are coming in along that corridor very seriously because eventually they are going to come before this Board and will have to make a recommendation. For the record he wanted to make clear that in his professional opinion, we are not Houston, we are not hodgepodge.

Member Aycoth said the original development of this area was commercial and office. It was a consistent development theme. It was non-residential along Rinehart and now we are being asked to consider rezoning a small pocket. As a resident of Rinehart he didn't want to see that because it looks inconsistent to him.

Chairman Hawkins said on the east side of the road half of Rinehart would be residential if it wasn't for the power line.

Member Aycoth said he understood but the power line is there so you end up with a consistently large buffer zone with a lot of commercial in front of the development. The other side is all non-residential. There is no residential from this property all the way down to 46. The only residential that is there is this one older development on Feather Edge Loop.

Mr. Noto said that is where the transect is a positive thing because you have a pocket full of residential.

Member Aycoth said there is commercial between Feather Edge Loop and what we are being asked to reconsider.

Mr. Noto said there is residential north of that on Pine Circle Drive.

Member Aycoth said none of that is built out on the street.

Mr. Noto agreed but stated all of these parcels have the same 25-foot buffer requirement.

1 Member Aycoth said as a person that lives on Rinehart, he would not like to see  
2 additional residential. It seems to be inconsistent with the development of the rest of  
3 the west side of Rinehart Road. It seems to be inconsistent with the original plan that  
4 was zoned office and commercial.  
5  
6 Member Taylor said on Page 2 under Proposed Lane Use, it gets into lots per acre,  
7 LMDR, LDR and then there is a calculation for the net proposed LMDR land use  
8 category. She asked if the lots per acre were based the totality of the acreage or the  
9 net.  
10  
11 Mr. Noto said the net.  
12  
13 Member Taylor said it would be a maximum of 92 lots that they would "technically" be  
14 entitled.  
15  
16 Mr. Noto answered affirmatively but due to engineering restraints and other things.  
17  
18 Michelle Tanner of CPH, 1117 East Robinson Street, Orlando, Florida, applicant, came  
19 forward. She thanked Messrs. Omana and Noto for their assistance and direction in  
20 this project. She thanked Mr. Noto for his comprehensive presentation for the project.  
21 We have reviewed the staff report and concur with the recommendation for approval.  
22  
23 Ms. Tanner introduced Matt Patterson and Doug Hoffman of Pulte Homes. We brought  
24 our complete team this evening. We have Mark Osley with Biotech Consulting,  
25 Mohammad Abdulla with Traffic & Mobility Consultants, and her associates at CPH,  
26 Jeremy Morton and Jamie Sokos.  
27  
28 Ms. Tanner said she would like to comment on the discussion about the hodgepodge  
29 development. We had a community meeting and had about 25 residents in the area  
30 show up for that meeting and they were extremely supportive of a residential use going  
31 in on this property. They were stating they would be opposed to a commercial use on  
32 this property.  
33  
34 Member Aycoth asked how that community meeting was communicated to the  
35 residents. He said he lived right there.  
36  
37 Mr. Noto said we directed the applicant to meet with Pine Circle Drive because when  
38 the HDR request came through for Mattamy Homes, they had a large amount of  
39 concern. We said you guys need to meet with them and let them know what you're  
40 working on. He received three phone calls from folks on Pine Circle Drive wanting to  
41 know what the project was about. He explained it and they reacted positively to it.  
42  
43 Member Aycoth said it was a small isolated community.  
44  
45 Mr. Noto said an immediate sector based on prior engagement.  
46

1 Alternate Member Threlkeld asked if there would be a brick wall and trees on the buffer  
2 adjacent to Rinehart.  
3  
4 Ms. Tanner said at this point we know the project is going to be gated. There will be  
5 some sort of a barrier there. We will prepare those plans as part of the Final PUD  
6 Master Plan.  
7  
8 Chairman Hawkins said his guess is to secure the whole property they are going to  
9 have to put a wall around as much of it as they can.  
10  
11 Alternate Threlkeld said he thought that would address the gentleman's concern about  
12 the appearance.  
13  
14 Chairman Hawkins said they have heard his two comments that he would prefer there  
15 would be no boat docks and that the site have a southbound right-hand turn lane on  
16 Rinehart.  
17  
18 Ms. Tanner said they would take that into consideration.  
19  
20 Chairman Hawkins said the lakefront lots on the corner on the bend where the 100-year  
21 flood line goes through, he asked if people would have to build outside that blue line or  
22 are they going to fill there.  
23  
24 Mr. Noto said they will either have to build outside of it or if they build in it, they would  
25 have to provide compensating storage elsewhere. We don't typically deal with this on a  
26 lot by lot basis so that is something we will address as part of the developer's  
27 agreement. Depending on how they grade the property when they go in and do the  
28 infrastructure trying to figure out what they need, especially where the curve is at, and  
29 how those lots are being impacted they may have to provide compensating storage  
30 elsewhere and they will work with the City Engineer on that.  
31  
32 Chairman Hawkins said they could fill those lots and provide storage to keep those lots  
33 above the 45-foot level.  
34  
35 Mr. Noto said that is correct.  
36  
37 Chairman Hawkins asked if anyone wanted to come forward and speak for or against  
38 these items.  
39  
40 Margarita Torres, 117 Pine Circle Drive, came forward. She expressed concern with  
41 the school being right there at that intersection. It's already congested with school  
42 buses, parents and so forth. Not it is going to add to the mix of what's going on there in  
43 the mornings and afternoons.  
44  
45 Ms. Torres said her other concern is about more walls going up. She didn't know how  
46 aesthetic that would be even though it is Rinehart.

1  
2 Ms. Torres expressed concern about the effect on the lake. It's not a very big lake so it  
3 wouldn't be difficult to impact it severely.  
4

5 Chairman Hawkins said concerning lakefront property big or small, all the retention is  
6 going to be kept on this site and none of it will be allowed to flow into or impact the lake.  
7 All the retention from all the streets and homes all has to be kept on site so none is  
8 going to flow into the lake. That is also why he didn't want any boat docks. He didn't  
9 want any impact on this small of a lake.  
10

11 Chairman Hawkins said he was concerned about walling in neighborhoods but people  
12 like to have higher end neighborhoods where there are walls to provide security from  
13 people coming onto their property in a densely populated area.  
14

15 Chairman Hawkins said he was with Ms. Torres about traffic. He thought residential  
16 development would be less impact traffic-wise than commercial, especially the way it  
17 was going to be developed a few years ago. He said he appreciated Ms. Torres'  
18 comments. We are going to move forward with the PUD and she was welcome back  
19 and eventually it would go to the Commission.  
20

21 No one else came forward and the public hearings were closed.  
22

23 **Steven Gillis moved to approve 2016-RZ-07, recommendation to the Mayor and**  
24 **City Commission regarding a request for a Preliminary Planned Unit Development**  
25 **(PUD) for a 76-lot single-family residential subdivision located at the southwest**  
26 **corner of Rinehart Road and Anderson Lane with four conditions from staff,**  
27 **seconded by Scott Threlkeld and motion carried 4 – 1 (Sam Aycoth voted no).**  
28

29 **CONDITIONS:**  
30

- 31 1. All bulk requirements are pending review of the Final PUD plans and  
32 developer's agreement.
- 33 2. The Future Land Use category shall be adopted to LMDR prior to the  
34 approval of the rezoning to PUD.
- 35 3. Other improvements or site modifications may be required based on the  
36 review of the environmental study and traffic analysis.
- 37 4. Approval of the Preliminary PUD does not vest any development program.  
38

39 Chairman Hawkins said this item will go before the Commission on October 6<sup>th</sup>.  
40

41 Mr. Omana said that is correct.  
42

- 43 D. 2016-LU-03: Recommendation to the Mayor and City Commission regarding  
44 an Expedited State Review Comprehensive Plan amendment to the City's  
45 Comprehensive Plan revising the future land use Designation from OFF  
46 (Office) and RCOM (Restricted Commercial) to LMDR (Low-Medium Density

1 Residential) for +/- 33.8 acres of property located at the southwest corner of  
2 Anderson Lane and Rinehart Road. Applicant: CPH, Inc., Mr. Javier E.  
3 Omana (Public Hearing – Legislative)  
4

5 This item was presented, discussed and public hearing held under Item C.  
6

7 **Steven Gillis moved to approve 2016-LU-03, recommendation to the Mayor and**  
8 **City Commission regarding an Expedited State Review Comprehensive Plan**  
9 **amendment to the City's Comprehensive Plan revising the future land use**  
10 **Designation from OFF (Office) and RCOM (Restricted Commercial) to LMDR (Low-**  
11 **Medium Density Residential) for +/- 33.8 acres of property located at the**  
12 **southwest corner of Anderson Lane and Rinehart Road, seconded by Colleen**  
13 **Taylor and motion carried 4 - 1 (Sam Aycoth voted no).**  
14

15 Chairman Hawkins said this would go to the City Commission October 6<sup>th</sup> also.  
16

17 Mr. Omana said that was correct.  
18

19 XI. Community Development Director's Report  
20

21 Mr. Omana said on September 8, 2016, the City Commission heard on first reading the  
22 Waterside II PUD and proposed PSP that came before this Board at a previous hearing.  
23 It was approved on first reading and is scheduled for second reading on September  
24 22<sup>nd</sup>. This Board's recommendations were carried forward.  
25

26 XIV. Adjournment  
27

28 **Colleen Taylor moved to adjourn, seconded by Sam Aycoth and motion carried**  
29 **unanimously 5 – 0.**  
30

31 There being no further business the meeting adjourned at 7:25 P.M.  
32  
33  
34  
35

36 \_\_\_\_\_  
Dr. Robert Hawkins, Chairman

\_\_\_\_\_  
Mary Campbell, Deputy City Clerk



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Wendy Niles, Fire Marshal

THRU: Frank Cornier, Fire Chief

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 986 - Rename Lake View Avenue to East and West Lakeview Avenue (Public Hearing) (Jackie Sova, City Manager)

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The Seminole County Addressing Office is charged with overseeing and assigning addresses within the City limits via an interlocal agreement. Part of their responsibility is to review reports and systems for inconsistencies and to ensure addressing meets the requirements of the local ordinance(s). After a recent inquiry and review, it was found that Lakeview Avenue, as commonly used, was inconsistent with the original plat and several addresses per the Seminole County Property Appraiser (SCPA). The original plat shows Lake View as two words.

The review of databases, maps and mailing addresses indicates that a majority are already using Lakeview as one word, however, one street sign and two addresses per the SCPA list Lake View as two words.

After reviewing the issue and possible resolutions, the recommendation is to change the street name from Lake View Avenue to East and West Lakeview Avenue. This will mitigate the inconsistencies with the least impact to the residents, maps and databases. The recommendation will, however, result in a name change to the plat, a correction to two addresses with the SCPA and one street sign.

Staff has prepared the attached resolution to officially change the name and the County has notified residents along this roadway that you will officially take action on the change.

**RECOMMENDATION:**

Request Commission adopt Resolution No. 986 renaming Lake View Avenue to East and West Lakeview Avenue.

**RESOLUTION NO. 986**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, RENAMING LAKE VIEW AVENUE TO EAST AND WEST LAKEVIEW AVENUE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lake View Avenue is located off of N. Country Club Road and is completely within the City limits of Lake Mary; and

**WHEREAS**, Seminole County's Addressing Office has requested that the City correct an inconsistency to help eliminate confusion with the adopted plat street name versus the common use, resulting in a street name change from Lake View Avenue to East and West Lakeview Avenue; and

**WHEREAS**, the adoption of this Resolution will not result in any address changes for the affected property owners living on Lake View Avenue.

**NOW, THEREFORE, BE IT RESOLVED** that:

Lake View Avenue in the City of Lake Mary is hereby renamed to East and West Lakeview Avenue.

**EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage and adoption.

Passed and duly adopted at a regular meeting of the Lake Mary City Commission on the 3rd day of November, 2016.

CITY OF LAKE MARY, FLORIDA

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

ATTEST:

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



## MEMORANDUM

DATE: November 3, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 988 - Budget Amendment (Dianne Holloway, Finance Director)

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Resolution No. 988 summarizes budget amendment activity for FY 2016.

In the General Fund, there is a total increase of \$18,215 in both revenues and expenditures to account for:

- \$14,085 for the JAG "What You See Is What You Get" grant project.
- \$2,042 for the JAG "Stop the Incoming" grant to purchase ballistic plates.
- \$2,088 for the DOJ Bulletproof Vest Partnership.

State and Federal Law Enforcement Trust monies have been separated into their own funds to segregate revenues and expenditures for reporting purposes. Additionally, donations from State funds in the amount of \$2,400, approved at the May 5, 2016 Commission meeting, have been appropriated.

The Police Impact Fee Fund will fund equipment purchases in the amount of \$63,433 for a new police officer to replace the two (2) School Resource Officers that have been assigned full-time to the elementary schools. Additionally, Police Impact Fees have funded the pedestrian crossing at Deloitte in the amount of \$29,610, a new light trailer at \$8,365, and a new back-up server to host data intensive video files at \$26,858.

The Fire Impact Fess Fund will make a partial payment in the amount of \$25,000 to the Vehicle Maintenance Fund for the rescue that was purchased last year. The remaining balance of \$79,000 will be repaid to the Vehicle Replacement Fee Fund as fire impact fees are collected and become available.

As part of the Lake Mary Boulevard Sewer and Palmetto Turn Lane Capital Project that was approved in Fiscal Year 2015, the Seminole County payment of \$90,862 was received and appropriated in the Capital Projects Fund for the westbound turn lane and median improvements along Lake Mary Boulevard at Palmetto Street in accordance with the interlocal agreement approved on July 9, 2015.

In the Water and Sewer Utility Fund, funding for the 2015-2016 Fluoridation System Upgrade Grant was received and appropriated in the amount of \$9,609.

With the closeout of the Downtown ROW Upgrade Project, expenditures were reallocated to match the final costs of improvements made to the Stormwater Utility Fund. An additional \$29,711 of stormwater improvements were identified at closeout.

**Recommendation:**

The City Commission adopt Resolution No. 988 amending the FY 2016 Budget.

**RESOLUTION NO. 988**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,  
AMENDING THE FISCAL YEAR 2015-2016 BUDGET;  
PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of Lake Mary, Florida, finds it desirable, in order to properly reflect new information and changes made during the year, to amend the budget for the City of Lake Mary for the Fiscal Year 2016, beginning October 1, 2015, as provided herein; and

WHEREAS, Ordinance No. 1531 adopting the City's budget for Fiscal Year 2016, provides for amendment by Resolution.

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

1. The following funds are revised as specified herein:

**General Fund**

**Revenues:**

001-0000-331-00-00	Federal Grants	\$ 2,088
001-0000-334-00-00	State Grants	\$ 16,127

**Expenditures:**

001-0321-421-64-50	Capital Outlay	\$ 16,127
001-0321-421-52-70	Uniforms	\$ 2,088

**Law Enforcement Trust Fund - State**

**Revenues:**

102-0000-351-20-00	Fines & Forfeitures	\$ 2,400
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**Expenditures:**

102-0321-421-82-00	Donations	\$ 2,400
102-0321-421-91-00	Transfers Out – LETF Federal Fund	\$ 66,515

**Law Enforcement Trust Fund - Federal**

**Revenues:**

106-0000-381-00-00	Transfers In – LETF State Fund	\$ 66,515
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**Police Impact Fee Fund**

**Revenues:**

110-0000-363-20-10	Impact Fees	\$ 41,034
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**Expenditures:**

110-0321-421-65-10	Capital Outlay	\$ 121,500
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**Fire Impact Fee Fund**

**Revenues:**

111-0000-363-20-00	Impact Fees	\$ 25,000
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**Expenditures:**

111-0322-422-91-00	Transfers Out – Vehicle Maintenance Fund	\$ 25,000
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**Capital Projects Fund**

**Revenues:**

301-0000-369-70-00	Seminole County Projects	\$ 90,862
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**Expenditures:**

301-0432-600-15-11	Capital Outlay	\$ 90,862
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**Water and Sewer Fund**

**Revenues:**

401-0000-334-00-00	State Grants	\$ 9,609
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**Expenditures:**

401-0434-434-65-10	Capital Outlay	\$ 9,609
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**Stormwater Utility Fund**

**Expenditures:**

402-0437-437-63-45	Downtown Upgrade Project	\$ 29,711
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**Vehicle Maintenance Fund**

**Revenues:**

501-0000-381-00-00	Transfer In - Fire Impact Fees Fund	\$ 25,000
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2. That all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same are hereby repealed.

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

PASSED AND ADOPTED this 3rd day of November 2016.

CITY OF LAKE MARY, FLORIDA

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

ATTEST:

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

**City of Lake Mary, Florida**  
**2016 Operating Budget**  
**General Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenues:</b>			
Ad valorem taxes	\$ 6,760,607	-	\$ 6,760,607
Franchise and utility taxes	6,194,184	-	6,194,184
Licenses and permits	555,043	-	555,043
Fines and forfeitures	73,500	-	73,500
Intergovernmental	1,686,723	18,215	1,704,938
Charges for services	1,536,500	-	1,536,500
Other	227,000	-	227,000
Operating transfers in	1,100,000	-	1,100,000
Cash Balance Forward	-	-	-
<b>Total Revenues</b>	<u>18,133,557</u>	<u>18,215</u>	<u>18,151,772</u>
<b>Expenditures and Other Uses:</b>			
General Government	\$ 2,439,984	-	\$ 2,439,984
Finance	839,849	-	839,849
Building	430,762	-	430,762
Police	6,088,815	18,215	6,107,030
Fire	5,179,378	-	5,179,378
Public Works	800,621	-	800,621
Parks & Recreation and Facilities			
Maintenance	3,006,605	-	3,006,605
Transfers out	1,397,928	-	1,397,928
<b>Total Expenditures and Other Uses</b>	<u>20,183,942</u>	<u>18,215</u>	<u>20,202,157</u>
<b>Increase (Decrease) in Fund Balance</b>	(2,050,385)	-	(2,050,385)
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	15,100,523		15,100,523
Fund Balance End of Year	<u>\$ 13,050,138</u>		<u>\$ 13,050,138</u>

**Purpose of Amendment:**

Increase revenues and expenditures for FY 2016 police department grants.

**City of Lake Mary, Florida**  
**Fiscal Year 2016 Operating Budget**  
**Law Enforcement Trust Fund - State**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenues:</b>			
Forfeitures	\$ -	\$ 2,400	\$ 2,400
Interest	300	-	300
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>300</u>	<u>2,400</u>	<u>2,700</u>
<b>Expenditures:</b>			
DARE/FOCUS	\$ 5,000	\$ -	\$ 5,000
Donations	-	2,400	2,400
Transfers Out	-	66,515	66,515
<b>Total Expenditures</b>	<u>5,000</u>	<u>68,915</u>	<u>73,915</u>
<b>Increase (Decrease) in Fund Balance</b>	(4,700)	(66,515)	(71,215)
Use of Carryforward Fund Balance		66,515	
Fund Balance Beginning of Year	<u>97,493</u>		<u>97,493</u>
Fund Balance End of Year	<u>\$ 92,793</u>		<u>\$ 26,278</u>

**Purpose of Amendment:**

Segregate State and Federal forfeiture funds and fund donations for FY16.

**City of Lake Mary, Florida**  
**Fiscal Year 2016 Operating Budget**  
**Law Enforcement Trust Fund - Federal**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenues:</b>			
Forfeitures	\$ -	\$ -	\$ -
Interest	250	-	250
Transfers In	-	66,515	66,515
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>250</u>	<u>66,515</u>	<u>66,765</u>
<b>Expenditures:</b>			
Operating	\$ 62,000	\$ -	\$ 62,000
<b>Total Expenditures</b>	<u>62,000</u>	<u>-</u>	<u>62,000</u>
<b>Increase (Decrease) in Fund Balance</b>	(61,750)	66,515	4,765
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	<u>-</u>		<u>-</u>
Fund Balance End of Year	<u>\$ (61,750)</u>		<u>\$ 4,765</u>

**Purpose of Amendment:**  
Segregate State and Federal forfeiture funds.

**City of Lake Mary, Florida**  
**Fiscal Year 2016 Operating Budget**  
**Police Impact Fees Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenues:</b>			
Impact Fees	\$ 8,000	\$ 41,034	\$ 49,034
Interest	1,500	-	1,500
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>9,500</u>	<u>41,034</u>	<u>50,534</u>
<b>Expenditures:</b>			
Vehicles & Equipment	\$ 12,500	\$ 121,500	\$ 134,000
<b>Total Expenditures</b>	<u>12,500</u>	<u>121,500</u>	<u>134,000</u>
<b>Increase (Decrease) in Fund Balance</b>	(3,000)	(80,466)	(83,466)
Use of Carryforward Fund Balance		80,466	
Fund Balance Beginning of Year	<u>186,388</u>		<u>186,388</u>
Fund Balance End of Year	<u>\$ 183,388</u>		<u>\$ 102,922</u>

**Purpose of Amendment:**

Equipment for new officer, pedestrian crossing, backup server for videos, and light trailer.

**City of Lake Mary, Florida**  
**Fiscal Year 2016 Operating Budget**  
**Fire Impact Fees Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenues:</b>			
Impact Fees	\$ 9,800	\$ 25,000	\$ 34,800
Interest	1,500	-	1,500
Transfer from Vehicle Maintenance	-	-	-
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>11,300</u>	<u>25,000</u>	<u>36,300</u>
<b>Expenditures:</b>			
Vehicles & Equipment	\$ -	\$ -	\$ -
Transfers Out	-	25,000	25,000
<b>Total Expenditures</b>	<u>-</u>	<u>25,000</u>	<u>25,000</u>
<b>Increase (Decrease) in Fund Balance</b>	11,300	-	11,300
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	<u>2,619</u>		<u>2,619</u>
Fund Balance End of Year	<u>\$ 13,919</u>		<u>\$ 13,919</u>

**Purpose of Amendment:**

Partial payment from Fire Impact Fee Fund for purchase of FY15 rescue.

**City of Lake Mary, Florida  
Fiscal Year 2016 Operating Budget  
Capital Projects Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenue:</b>			
Donations	\$ -	\$ -	\$ -
Grants	78,312	-	78,312
Intergovernmental Revenue	-	90,862	90,862
Transfers in:			
From General Fund	760,000	-	760,000
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>838,312</u>	<u>90,862</u>	<u>929,174</u>
<b>Expenditures:</b>			
Capital Projects	<u>1,693,895</u>	<u>90,862</u>	<u>1,784,757</u>
<b>Total Expenditures</b>	<u>1,693,895</u>	<u>90,862</u>	<u>1,784,757</u>
<b>Increase (Decrease) in Fund Balance</b>	<b>\$ (855,583)</b>	<b>\$ -</b>	<b>\$ (855,583)</b>
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	<u>984,973</u>		<u>984,973</u>
Fund Balance End of Year	<u>\$ 129,390</u>		<u>\$ 129,390</u>

**Purpose of Amendment:**

Appropriated funds received from Seminole County for the Palmetto Turn Lane.

**City of Lake Mary, Florida  
Fiscal Year 2016 Operating Budget  
Water and Sewer Utility Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenue:</b>			
Water Sales	\$ 1,950,000	\$ -	\$ 1,950,000
New Installations	8,500	-	8,500
Turn-ons	6,500	-	6,500
Turn-offs	6,000	-	6,000
Penalty Income	65,000	-	65,000
Sewer Income	1,935,000	-	1,935,000
Reclaimed Water	200,000	-	200,000
Interest Earnings	92,000	-	92,000
Water Impact Fees	50,000	-	50,000
Sewer Impact Fees	5,000	-	5,000
Grants	-	9,609	9,609
Misc Revenues	5,000	-	5,000
<b>Total Revenue</b>	<u>4,323,000</u>	<u>9,609</u>	<u>4,332,609</u>
<b>Expenses:</b>			
Water Treatment	\$ 633,441	\$ 9,609	\$ 643,050
Water Dist. / WW Collection	895,478	-	895,478
Utility Billing	209,657	-	209,657
Capital Projects	1,267,000	-	1,267,000
Wholesale Reclaimed Water	45,000	-	45,000
Wholesale Sewer Treatment	1,300,000	-	1,300,000
Transfers out:			
To General Fund	1,100,000	-	1,100,000
To Health Insurance Fund	49,000	-	49,000
<b>Total Expenses</b>	<u>5,499,576</u>	<u>9,609</u>	<u>5,509,185</u>
<b>Increase (Decrease) in Balance</b>	<u>(1,176,576)</u>	<u>-</u>	<u>(1,176,576)</u>
Use of Carryforward Fund Balance		\$ -	
Unrestricted Net Assets Beginning of Year	14,150,241		14,150,241
Net Assets Reserved for Vehicle Replacements End of Year	<u>\$ 12,973,665</u>		<u>\$ 12,973,665</u>

Appropriate the Fluoridation System Upgrade Grant.

**City of Lake Mary, Florida  
Fiscal Year 2016 Operating Budget  
Stormwater Utility Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenue:</b>			
Stormwater Fee	\$ 396,000	\$ -	\$ 396,000
Interest	3,000	-	3,000
<b>Total Revenue</b>	<u>399,000</u>	<u>-</u>	<u>399,000</u>
<b>Expenses:</b>			
Operating Expenses	\$ 304,930	\$ -	\$ 304,930
Capital Outlay	200,000	29,711	229,711
<b>Total Expenses</b>	<u>504,930</u>	<u>29,711</u>	<u>534,641</u>
<b>Increase (Decrease) in Balance</b>	<u>(105,930)</u>	<u>(29,711)</u>	<u>(135,641)</u>
Use of Carryforward Fund Balance		\$ 29,711	
Net Assets Reserved for Vehicle			
Replacements Beginning of Year	480,836		480,836
Net Assets Reserved for Vehicle			
Replacements End of Year	<u>\$ 374,906</u>		<u>\$ 345,195</u>

Closeout of Downtown ROW Upgrade Project reallocated to match final costs of improvements.

**City of Lake Mary, Florida**  
**Fiscal Year 2016 Operating Budget**  
**Vehicle Maintenance Fund**

Description	2016 Current Budget	Current Amendment	2016 Amended Budget
<b>Revenue:</b>			
Vehicle Rental Income	\$ 728,591	\$ -	\$ 728,591
Vehicle Maintenance Fees	269,552	-	269,552
Contracted Maintenance	114,597	-	114,597
Interest	15,000	-	15,000
Sale of Assets	50,000	-	50,000
Transfers In	-	25,000	25,000
<b>Total Revenue</b>	<u>1,177,740</u>	<u>25,000</u>	<u>1,202,740</u>
<b>Expenses:</b>			
Maintenance Operations	\$ 254,054	\$ -	\$ 254,054
Contracted Maintenance	35,654	-	35,654
Vehicle Replacements	1,154,000	-	1,154,000
Machinery & Equipment for Operations	22,500	-	22,500
<b>Total Expenses</b>	<u>1,466,208</u>	<u>-</u>	<u>1,466,208</u>
<b>Increase (Decrease) in Balance</b>	<u>(288,468)</u>	<u>25,000</u>	<u>(263,468)</u>
Use of Carryforward Fund Balance		\$ -	
Net Assets Reserved for Vehicle			
Replacements Beginning of Year	2,633,889		2,633,889
Net Assets Reserved for Vehicle			
Replacements End of Year	<u>\$ 2,345,421</u>		<u>\$ 2,370,421</u>

Partial repayment of funds loaned to Fire Impact Fee for FY15 purchase of rescue.