

Ray Bagshaw
Mayor

Michael Hendrix
Council Member

Pam Henley
Council Member

John Dowless
Council Member

Neil Powell
Council Member

Lee Chotas
Council Member

CITY COUNCIL AGENDA
Regular Meeting
City Hall – Council Chamber
405 Larue Avenue, Edgewood, Florida
Tuesday, October 15, 2013
6:30 p.m.

WELCOME! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however a five-minute limit has been set by Council. Large groups are asked to name a spokesperson. Robert's Rules of Order guide the conduct of the meeting. **PLEASE SILENCE ALL CELLULAR PHONES AND PAGERS DURING THE MEETING.** "THANK YOU" for participating in your City Government.

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Review and Approval of Minutes

- August 5, 2013 – City Council Budget Workshop (Pgs. 3 – 6)
- September 17, 2013 – City Council Regular Meeting (Pgs. 7 – 13)

(Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda. The removed item(s) are moved to the end of New Business for discussion and consideration.)

2. PRESENTATIONS

- Council President Dowless
- Mayoral Proclamation – Red Ribbon Week (Pg. 14)
- Mayoral Proclamation – Week of the Family (Pg. 15)

3. ORDINANCES

4. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

Resolution 2013-09: A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE CITY'S BUDGET FOR THE 2013-2014 FISCAL YEAR; AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (Pgs. 16 – 17)

5. NEW BUSINESS

- Code Enforcement (Pgs. 18 – 27)
- First Amended And Restated Interlocal Agreement For Public School Facility Planning And Implementation of Concurrency (Related to Comprehensive Plan Amendment) (Pgs. 28 – 71)

6. UNFINISHED BUSINESS

- Proposed Alcohol Vendor Agreement (Pgs. 72 – 74)
- Legacy Tree Mitigation

7. GENERAL INFORMATION (No action required)

8. CITIZEN COMMENTS

9. BOARDS & COMMITTEES

10. STAFF REPORTS

City Attorney:

Police Chief:

City Clerk:

- Memo provided regarding City Hall operations update (Pgs. 75 - 79)

Code Enforcement:

I. MAYOR & COUNCIL REPORTS

- Mayor Bagshaw
- Council President Dowless
- Council Member Powell
- Council Member Henley
- Council Member Chotas
- Council Member Hendrix

J. ADJOURNMENT

UPCOMING MEETINGS:

November 19, 2013.....City Council Special Meeting

December 17, 2013.....City Council Regular Meeting

You are welcome to attend and express your opinion. Please be advised that Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a

record of the proceedings and may need to ensure that a verbatim record is made. In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the City Clerk at (407) 851-2920.



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

B

TO: Mayor and Council Members
DATE: October 7, 2013
RE: October 15, 2013 City Council Agenda

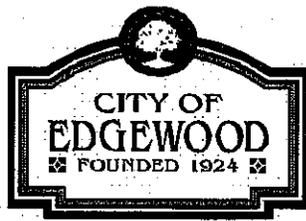
As you review and prepare for the October 15th City Council meeting, I am providing the following information, as I believe it will help you in your review:

1. Resolution 2013-09 is the first budget amendment for the FY 13/14 budget. Approval of the amendment will create general ledger account numbers for the Health Reimbursement Account (HRA) for City Hall and the Police Department. Approval will allow staff to take funds from each department's insurance account and move those funds to the respective HRA accounts. These accounts were not established in the final budget because staff was asked in the first budget hearing to consider a richer health insurance plan, or renew current plan and provide an HRA for the employees. As you know, the majority of employees asked to renew the current plan and have the HRA; Council approved the employees' request. As a result of this approval, we need general ledger accounts for the respective funds. **Staff recommends approval.**
2. Council President Dowless requested to have Code Enforcement placed on the agenda. You have been provided with the provisions of City Code that designate code enforcement officers, along with code provisions related to trash, weeds and wild growth.
3. In my memo to you regarding an update on City Hall operations, I included information regarding the Department of Economic Opportunity's comments related to their review of the City's Comprehensive Plan Amendment (copy included in agenda packet). As a result of their comments, The Interlocal Agreement For Public School Facility Planning is in your agenda packet for consideration. City Attorney Smith will expand on this matter. **Staff recommends approval.**
4. Your agenda packet includes a proposed Vendor Agreement for the sale and dispensing of alcoholic beverages at the City's farmer's market. You may recall that Council Member Henley posed the question in a Council meeting, which led to staff's review of the Code regarding this matter. Council requested in the September City Council

meeting that the City Attorney prepare a document for Council's review and consideration, that will allow the sale of alcoholic beverages at the farmer's market in accordance with City Code.

5. Regarding the Legacy tree mitigation, documents have been left in your agenda notebook from prior meetings. There are no additional documents being provided to you.

Please feel free to contact me prior to the meeting if you have any questions, or need additional information.



**CITY COUNCIL
Budget Workshop
Monday, August 5, 2013
6:30 p.m.**

City Clerk Meeks announced technical problems with the recording equipment (alternate recorder used).

On Monday, August 5, 2013, Council President Dowless called the Edgewood City Council budget workshop to order at 6:35 p.m. Council President Dowless chose to forgo the invocation and Pledge of Allegiance.

The following attendance is noted:

Attendees:

Ray Bagshaw, Mayor
John Dowless, Council President
Michael Hendrix, Council Member
Lee Chotas, Council Member
Pam Henley, Council Member

Staff

Bea Meeks, City Clerk
Pete Marcus, Police Chief
Drew Smith, City Attorney

Council President Dowless referred to City Clerk Meeks who provided the following information:

- The City budget begins each fiscal year with a zero balance, with the exception of committed funds such as the Law Enforcement Trust Fund (seizure account) and Second Dollar Fund (police training).
- The salary for police officers is based on 2084 hours (statutory); all other staff salaries are based on 2080 hours.

- State of Florida provides the estimated revenues for municipal revenue shares, local option gas tax, half-cent sales tax and the communication services tax. Noted that the communication services tax was reduced this year as a result of legislation. Confirmed that these funds were calculated in the FY 13/14 budget at 97% except for the communications service tax, which was based on 90%.
- Orange County provides all information related to the City's ad valorem tax. These funds are calculated at 95% pursuant to Florida Statute.

City Clerk Meeks provided the following corrections to the proposed budget:

- Page 5 – Salary expense of PD Clerk(s) should be \$113,942 and not \$113,492.
- Change Police Department's PTO/Bereavement/Holiday amount to -0-. These accruals are designated as a payroll liability.
- Add a PD line item for "False Alarm Fines".
- Add a PD line item for "Electronic Media (email)". The proposed amount is \$4800.00, the same amount in the current fiscal year.
- Correction made to millage graph, as it should show 2011 millage was 4.7000.
- Ad Valorem revenues based on 4.7000 millage should be \$3,668,177.

Non-Ad Valorem Assessment

City Clerk Meeks reported that the non-ad valorem assessment should have been placed on the May Council agenda for consideration. She reminded Council of her previous report to them that the Waste Management district manager suggested that Council not increase the non-ad valorem more than 1 ½ percent. He based this on the Consumer Price Index. She said a 1 ½ percent increase would be an additional \$4.39 for garbage service. She said if Council wants to increase the rate, the County has to be provided with the information by September 15, 2013. ***It was the consensus of Council to not change the non-ad valorem.***

Police Department Budget

Council President Dowless said that he met with Chief Marcus and discussed the Police Department's budget, as did Council Member Henley. He said the Chief is available to answer questions for Council Members. Council President Dowless said that the budget for the fingerprint scanner may "jump out" at Council.

Highlights:

- The Police Department's live scan equipment is \$13,000.

- The increase in fines and forfeitures is due to the increase in tickets.
- Chief Marcus noted that code enforcement fines are just a “projection”, and the dollar amount is lower than the current fiscal year budget.
- Chief Marcus confirmed there are four reserve police officers, and they are working more.
- Discussed concerns regarding \$20,000 being adequate funds for police vehicle repair and maintenance. ***It was the consensus of Council to increase to \$30,000.***
- Council Member Henley said she talked with City auditor Tom Reilly regarding red light citations. She said the seven month average in citations is \$101,000; the gross is 1.2 million dollars. She said this is about a 47% retention of citation funds. She said that Auditor Reilly said to take the average, apply to the budget and then look at the funds in seven months to determine if an amendment needs to be done at that time.
- Mayor Bagshaw said if there are any surplus funds, he wanted to put them into roads and streets, which is a restricted fund.
- Council Member Henley noted her concerns with the \$40,000 outstanding to Orange County for dispatch services. She said this should be shown as a liability.
- Council Member Henley noted her concerns regarding another liability related to a recent grievance filed. She referenced the liability being \$300,000. Mayor Bagshaw said he has not heard any dollar amount associated to the grievance. Chief Marcus reported that phase two of the grievance was completed “today”.
- The following mileage on police vehicles was confirmed: Car # 56- 71,758 miles, Car #57 51,841 miles, Car # 58, 64,219 miles and Car # 59, 59,000 miles.
- ***It was the consensus of Council to not include funds in the FY 13/14 budget for a new police vehicle at this time.***
- Attendee Judy Beardslee questioned the City’s capital improvement plan (CIP). Mayor Bagshaw explained the problems with Mandalay road. Council Member Chotas said he would like to have this discussion at a regular meeting, when Council members have a list of capital projects together with current assessment. Additionally, he would like the Mayor’s recommendation to adopt a 5-year CIP.
- ***It was the consensus of Council to remove the contingency fund, and place the \$125,000 in Roads-Streets/Repair-Maintenance designated for Mandalay Road.***
- Council Member Henley questioned the separate line item for Special Events. Mayor Bagshaw said this fund is for the classic car shows, water slide, etc. Council Member Henley said she

would like to see this all in the Farmer's Market fund since it is held on the same night. ***It was the consensus of Council to change description to Special Events/Farmers Market.***

- Brief discussion regarding line item for "donations", and that the funds usually go to sponsorship for Pioneer Days and Cornerstone Ductoberfest.
- Council Member Henley questioned the increase in travel/training for Council. Mayor Bagshaw said he hoped with the increased funds, new council members will attend training for elected officials.
- Mayor Bagshaw explained that the increase in funds in "City Hall Renovations" is due to the need for a new roof. He said it was not repaired properly after the hurricanes in 2004.

It was agreed that staff would make the changes to the budget as directed, and bring revised budget to the second budget workshop on August 19, 2013 at 6:30 p.m.

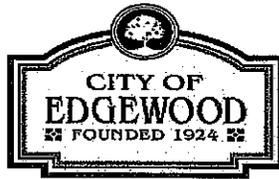
The budget workshop adjourned at 9:07 p.m.

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____.



**EDGEWOOD CITY COUNCIL
REGULAR CITY COUNCIL MEETING
SEPTEMBER 17, 2013**

On Tuesday, September 17, 2013, Council President Dowless called the Edgewood City Council regular meeting to order at 6:30 p.m. The invocation was given by Council Member Chotas followed by the Pledge of Allegiance.

The following attendance is noted:

Attendees:

Ray Bagshaw, Mayor
John Dowless, Council President
Lee Chotas, Council Member
Michael Hendrix, Council Member

Absent:

Neil Powell, Council Member
Pam Henley, Council Member

Staff:

Bea L. Meeks, City Clerk
Pete Marcus, Police Chief
Drew Smith, City Attorney
Ellen Hardgrove, Planner
Sam Sebaali, Engineer

City Clerk Meeks announced a quorum with three Council members present, and two Council members absent. She requested Council excuse the absences of Council Members Powell and Henley; both who called prior to the meeting to inform the City Clerk of their absences. ***Council President Dowless asked for Council consensus for approval. Unanimous consensus to approve.***

Council President Dowless asked to change the order of the agenda; there being no objections, he moved to Item "K" (1 and 2), New Business, on the agenda (Select Medical).

NEW BUSINESS:

VARIANCE 2013-02 – SELECT MEDICAL - 5579 South Orange Avenue

SPECIAL EXCEPTION 2013 -- 03 -- SELECT MEDICAL - 5579 South Orange Avenue

Council President Dowless referred to Planner Hardgrove, who presented her report and explained the applicant's request for a variance. She referred to the Code's criteria for approving a variance. She said the Planning & Zoning Board and staff recommended approval. However, she noted additional information that staff felt was needed. She explained that staff asked for details regarding buffering. Council President Dowless asked about the special conditions that were requested when the facility was initially approved. Planner Hardgrove explained the additional width needed for the right-of-way. She said the request meets the first of the five criteria; however, there is a condition imposed on criteria number six. Kevin Mineer, Genesis Group, Tampa, Florida recognized David Fleeman, Thomas Jeffs, architect, along with representatives from the hospital John Prusaczyk and Nellie Castorman. Mr. Mineer said that Select Medical is asking for variance for a setback (2.5 feet reduction), and for additional beds through the approval of a special exception. He said the variance only addresses the wing that will be located on Larue Avenue. He said the right-of-way given during the initial construction gave the lesser width, which is why the reduction in setback is requested. He said the variance will not impact the farmers market or City Hall parking. Additionally, an access will be created on Gem Street. Mr. Mineer noted that Select Medical is proposing to add additional landscaping. He said the intent of the Code is still met because the sidewalk still allows for 15 feet. He said they are proposing dynamite red Crepe Myrtle trees. City Attorney Smith confirmed for the City Clerk that Council is only addressing the variance. Mayor Bagshaw agreed and asked that discussion regarding landscaping be held with staff before the final plan is presented. City Attorney Smith said there is no problem with discussing the special exception along with the variance, as long as Council's decision is made in separate motions. Planner Hardgrove said the special exception is for thirty-two additional beds. She noted that the Code has four criteria that must be met. She said staff and the Planning & Zoning Board agreed Select Medical is above the minimum criteria requirement. In response to parking space requirements, Engineer Sebaali said that the City's Code is not specific. He said the plan provides for two parking spaces per bed. Engineer Sebaali said he does not know if the parking is proportional to the additional staff. Planner Hardgrove said they are adding 65 parking spaces. Nelly Castorman, CEO, Select Medical, said there are currently 165 employees. She said there are at least 35 employees during a shift. She said Select Medical anticipates the addition of 15 to 30 employees with the expansion. She noted that this would be about 50 employees during the day shift. Planner Hardgrove confirmed that there are currently 79 parking spaces. John Prusaczyk, Director of Plant Operations, Select Medical, confirmed that sometimes Select Medical's parking lot is full. He said he is comfortable with the additional parking that is proposed. David Fleeman, Genesis Group, said they are proposing 51 spaces in the first phase, which exceeds the parking space requirements. Total parking with phase two will be 144 spaces. Planner Hardgrove said it is all regular parking and no additional handicap spaces, as all were done in the initial building of the facility. Engineer Sebaali said the ratio will improve with the addition. Engineer Sebaali said they might want to consider all parking be put in place in the first phase. Engineer Sebaali said that the Planning & Zoning Board recommended approval subject to his recommendations. Engineer Sebaali highlighted his conditions for Council. Engineer Sebaali said that the approval tonight should not be for the plan submitted; only approve special exception. David Fleeman confirmed for Council they are okay with the conditions being made subject to approval.

Council President Dowless opened to the public; there being no questions or comments regarding the applications for a variance and special exception, Council President Dowless closed the public hearing.

Council Member Chotas made the Motion to approve the applicant's request for a Variance that meets the Code's criteria, Seconded by Council Member Hendrix.

Select Medical's application for Variance #2013-02 was approved by the following roll call vote (3/0):

Council Member Chotas	Favor
Council President Dowless	Favor
Council Member Hendrix	Favor

Council Member Chotas made the Motion to approve the applicant's request for Special Exception and incorporating the conditions of the City Planner and Engineer, Seconded by Council Member Hendrix.

Select Medical's application for Special Exception #2013-03 was approved by the following roll call vote (3/0):

Council Member Hendrix	Favor
Council President Dowless	Favor
Council Member Chotas	Favor

**Council President Dowless Recessed the Council Meeting at 7:15 p.m.
Council President Dowless Reconvened the Council Meeting at 7:21 p.m.**

CONSENT AGENDA:

1. Review and Approval of Minutes
 - June 18, 2013 Regular City Council Meeting

Council President Dowless noted that at Page. 7, under Council Member Powell's report, the word should be striping instead of stripping. City Clerk Meeks noted that the correction will be made. There were no other corrections/changes/additions made to the June 18, 2013 minutes.

Council Member Hendrix made the Motion to approve the June 18, 2013 minutes with correction, Seconded by Council President Dowless. Unanimous approval of minutes with correction.

3. Cornerstone Charter Academy – Ducktoberfest – Request For Sponsorship

Mayor Bagshaw said the City has helped sponsor this event for the past few years, and encourage Council to make a donation. City Clerk Meeks said last year Council donated \$500.00.

Comments:

Shirley Cannon, 1314 Shorewood Drive, Orlando, FL stated that there was a time that there was no community school, and that supporting a good school helps the community. She encouraged Council to sponsor the event.

Roxanna Sigler, 5004 The Oaks Circle, Edgewood, FL, said that she doesn't want to see an increase in the donation.

Consensus of the Council to approve a donation in the amount of \$500.00.

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

Ordinance 2013-05 AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY COUNCIL," PROVIDING RULES AND REGULATIONS RELATED TO PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS; CREATING CHAPTER 2, "ADMINISTRATION," ARTICLE VIII, "PUBLIC PARTICIPATION BEFORE BOARDS AND COMMITTEES," PROVIDING RULES AND REGULATIONS RELATED TO PUBLIC PARTICIPATION AT BOARD AND COMMITTEE MEETINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2013-05 in title only. City Attorney Smith said Section 1 applies to Council, and Section 3 applies to City boards.

Council President Dowless opened to the public; there being no questions or comments regarding Ordinance 2013-05, the Council President closed the public hearing. **Council President Dowless made the Motion to approve Ordinance 2013-05, Seconded by Council Member Hendrix.**

Ordinance 2013-05 was approved by the following roll call vote (3/0):

Council Member Hendrix	Favor
Council Member Chotas	Favor
Council President Dowless	Favor

City Clerk Meeks confirmed with the City Attorney that the Ordinance's effective date is October 1, 2013.

Ordinance 2013-06 AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES UPON THE ASSESSED REAL AND BUSINESS PERSONAL PROPERTY TAX ROLLS FOR FISCAL YEAR 2013/2014, BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Ordinance 2013-06 in title only. **Council Member Hendrix made the following Motion:** I move to adopt Ordinance No. 2013-06 setting the City of Edgewood's millage rate for Fiscal Year 2013/2014 at 4.7000 mills which represents a .0780 percent increase over the roll-back rate of 4.6636 mills. **The Motion was Seconded by Council President Dowless.**

Council President Dowless opened to the public; there being no questions or comments regarding Ordinance 2013-06, the Council President closed the public hearing.

Ordinance 2013-06 was approved by the following roll call vote (4/0):

Council President Dowless	Favor
Council Member Chotas	Favor
Council Member Hendrix	Favor
Mayor Bagshaw	Favor

Resolution 2013-08 A RESOLUTION OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2013/2014, BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Smith read Resolution 2013-08 in title only.

Discussion: Mayor Bagshaw confirmed for Council President Dowless that the farmer's market/special events will be one line item in the budget. Mayor Bagshaw also confirmed that accounting services are under Contracts/Consulting; the total budget for this service is \$35,000. Mayor Bagshaw confirmed that \$125,000 is designated for Capital Improvement Project(s) (CIP). Council Member Chotas said that in the next fiscal year he wants to have a zero based budget.

Council President Dowless opened to the public; there being no questions or comments regarding Resolution 2013-08, the Council President closed the public hearing. **Council President Dowless made the following Motion:** I move to adopt Resolution No. 2013-08 adopting the City of Edgewood's budget for fiscal year 2013/2014. **The Motion was Seconded by Council Member Chotas.**

Resolution 2013-08 was approved by the following roll call vote (4/0):

Council Member Chotas	Favor
Council Member Hendrix	Favor
Council President Dowless	Favor
Mayor Bagshaw	Favor

NEW BUSINESS (continuation)

- City Code RE: Tree Management & Alcoholic Beverages

At the request of Council President Dowless, City Clerk Meeks provided a copy of the application used to apply for a tree permit. City Clerk Meeks provided information on permits that are approved electronically. She noted that tree permits are not approved electronically because there is a fee associated with the application. Mayor Bagshaw said that City Clerk Meeks has instructed staff not to approve tree permits without an application.

Council President Dowless referred to City Attorney Smith to address the City having the ability to sell alcoholic beverages. City Attorney Smith noted that the Code allows Council to approve alcoholic beverages on public property for special events. The City is exempt except for the condition of serving

alcoholic beverages. City Attorney Smith said approval can be done by placing a request on the agenda and make a motion to approve. He said Council needs to be very specific as to any conditions they approve. He said this will help the Police Department know if someone is outside the area allowed to consume alcoholic beverages. In response to Council Member Chotas, City Attorney Smith said that the City can get additional insurance for the serving of alcoholic beverages. City Attorney Smith said there is nothing in the Code to prohibit someone bringing their own alcoholic beverages, but approval could be for onsite sales only. Council President Dowless said that he wants this to be a discussion for all Council Members however, he would like for the City Attorney to have something prepared for next meeting.

STAFF REPORTS

- *City Attorney:*

None

- *Police Chief:*

Chief Marcus said the State provided a device to monitor the speed of cars, which his department set up in the Legacy subdivision. He said it has helped to reduce the number of cars speeding through the neighborhood.

He also updated Council on a report previously provided regarding home burglaries being done by an individual on a bike. He said the burglar was caught and arrested by an Edgewood police officer.

Chief Marcus confirmed an insurance plan was approved by staff and open enrollment has been done.

- *City Clerk:*

None.

Code Enforcement:

None.

MAYOR & COUNCIL REPORTS

- *Mayor Bagshaw:*

Mayor Bagshaw said comments have been made about staffing in City Hall and said there is a need for the staff that is currently in City Hall. He said staff is doing an outstanding job and is happy to be able to outsource the accounting.

He reminded Council about the Tri-County luncheon at Cornerstone on September 19, 2013. Announced Health Fair at Cypress Grove Park on October 5th (Orange Co.).

He reported that he has begun the landscaping on the "big median". He said this will dress the City up.

- *Council President*

Council President Dowless said he will be moving staff reports to the end of agenda in the next Council agenda.

He announced that he will be attending the Florida League of Cities Community Revitalization summit in Winter Park. Council President Dowless said he has a desire to beautify Orange Avenue and would like to attend a grant workshop in Jacksonville. He said the workshop is for the purpose of learning how to obtain grants for projects like Orange Avenue.

Council President Dowless said he would like to attend the upcoming Institute for Elected Municipal Officials being held in Altamonte Springs. City Clerk Meeks confirmed that she will register him for the class.

- *Council Member Chotas*

None.

- *Council Member Hendrix*

None.

GENERAL COMMENTS:

Shirley Cannon announced that the History Committee for the Pine Castle Women's Club is sponsoring a historic map for the Conway chain of lakes. She said that she was given a newspaper article that had been published by the Women's Club in 1959. She said one of the goals at that time was to bring the communities together in South Orlando. She said the Women's Club has the same goal as it did in 1959. She showed Council a historical map of the Conway/Belle Isle/Pine Castle area. She asked that the City help get the word out to residents who have information that will help preserve the City's history. Council President Dowless asked that the information be put in the City Newsletter.

Council President Dowless wished the Police Chief Happy Birthday and adjourned meeting at 8:16 p.m.

ATTEST:

John Dowless
Council President

Bea L. Meeks, MMC, CPM
City Clerk

APPROVED BY CITY COUNCIL ON _____

City of Edgewood

State of Florida
MAYORAL PROCLAMATION

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enriqu e "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23 – 31 has been designated national Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, Therefore, I, Ray Bagshaw, Mayor, do hereby proclaim October 23-31 as

"RED RIBBON WEEK"

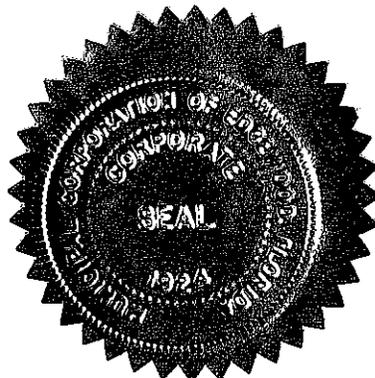
in the City of Edgewood, State of Florida, and urge all citizens to join me in this special observance.

Dated this 15th day of October, 2013.

Ray Bagshaw, Mayor

Attest:

Bea L. Meeks, MMC, CPM
City Clerk



City of Edgewood

State of Florida

MAYORAL PROCLAMATION

WHEREAS, the City of Edgewood is blessed, blessed with a multitude of families - an essential part of the cultural, social, and spiritual fabric of our community; and

WHEREAS, the City of Edgewood recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers, and families themselves; and

WHEREAS, during the week of November 2 through November 9, 2013, the City of Edgewood residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year; and

WHEREAS, during this week, we urge residents of the City of Edgewood to join other agencies and organizations throughout the county to honor and celebrate our families.

NOW, THEREFORE, I, RAY BAGSHAW, MAYOR OF THE CITY OF EDGEWOOD, FLORIDA DO HEREBY PROCLAIM *the week of November 2 through November 9, 2013, as*

"Week of the Family"

In the City of Edgewood we urge all citizens to share in this occasion

Dated this 15th day of October, 2013.

Ray Bagshaw, Mayor

Attest:

SEAL

Bea L. Meeks, MMC, CPM
City Clerk



RESOLUTION NO. 2013-09

A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA AMENDING THE CITY'S BUDGET FOR THE 2013-2014 FISCAL YEAR; AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its regular meeting on September 17, 2013, the City Council of the City of Edgewood, Florida adopted Resolution No. 2013-08 approving the annual budget for Fiscal Year 2013/2014; and

WHEREAS, it is appropriate to provide for certain transfers, appropriations and authorizations based upon previous and anticipated expenditures and revenues,

WHEREAS, the City Council has determined that it is necessary to amend the budget to reflect these changes,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA AS FOLLOWS:

SECTION 1. BUDGET AMENDMENT: The City Council of the City of Edgewood, Florida amends the Fiscal Year 2013/2014 budget as shown on Exhibit "A", which is attached hereto and incorporated by reference herein.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Council of the City of Edgewood, Florida on the _____ day of **October, 2013**.

JOHN DOWLESS, COUNCIL PRESIDENT

ATTEST:

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

F.Y. 2012-2013 BUDGET AL STMENTS

SCHEDULE "A"

ACCOUNT ID	DESCRIPTION	BUDGET	*Y.T.D.	ADD	TAKE	MOVE TO ACCT NUMBER	ADDED FROM ACCT NUMBER	NEW ACCT TOTAL
513230.01	Health/Dental/STD/Life Ins. City Hall	\$ 14,300	\$ 14,300		\$ 4,000	513231.01		\$ 12,300
521230.01	Health/Dental/STD/Life Ins. Police Department	\$173,447	\$ 173,447		\$ 26,000	521231.01		\$ 147,447.00
513231.01	HRA - City Hall	\$ -		\$ 4,000			513230.01	\$ 4,000
521231.01	HRA - PD	\$ -		\$ 26,000			521230.01	\$ 26,000

Edgewood, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 2 -
ADMINISTRATION >> ARTICLE VII. - CODE ENFORCEMENT >> DIVISION 3. - CITATIONS >>

DIVISION 3. - CITATIONS

Sec. 2-263. - Authority and purpose.

Sec. 2-264. - Designation of code enforcement officers.

Sec. 2-265. - Citation authorization; violation as civil infraction; maximum civil penalty.

Sec. 2-266. - Service of warning notice or citation.

Sec. 2-267. - Refusal to sign citation.

Sec. 2-268. - Payment of reduced civil penalty; court hearings.

Sec. 2-269. - Procedure for payment of civil penalty.

Sec. 2-270. - Classes of violation and reduced civil penalties.

Secs. 2-271—2-288. - Reserved.

Sec. 2-263. - Authority and purpose.

- (a) This division is adopted pursuant to F.S. ch. 162, pt. II (F.S. § 162.21 et seq.), as a supplemental method of enforcing certain provisions of the codes and ordinances of the city, and is enacted to protect the public health, welfare and safety of the citizens of the city.
- (b) Nothing in this division shall be construed to prohibit the city from enforcing its codes and ordinances by any other means including, but not limited to, a summons, a notice to appear in the county court, an arrest, an action before the code enforcement board, a civil action for injunctive relief, a stop work order, or demolition.

(Code 1985, § 7-16; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-264. - Designation of code enforcement officers.

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- (a) For the purpose of this division, the city council hereby designates all code inspectors, sworn law enforcement officers, fire inspectors, community service officers, airport safety officers, and parking control officers as code enforcement officers who shall have the powers and authority to enforce the codes and ordinances of the city as set forth in this division.
 - (b) The training and qualifications of the code enforcement officers shall be established by city council.
 - (c) Except as to sworn law enforcement officers, designation as a code enforcement officer does not confer the power of arrest or other law enforcement powers nor subject the code enforcement officer to the provisions of F.S. ch. 943.
 - (d) Nothing in this division shall be construed to amend, alter, or contravene the provision of any retirement or pension plan or system administered by the city.

(Code 1985, § 7-17; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-265. - Citation authorization; violation as civil infraction; maximum civil penalty.

- (a)

Any code enforcement officer, designated pursuant to section 2-264, is hereby authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a violation of any code or ordinance set forth in section 2-270 and that the county court will hear the charge.

- (b) A code or ordinance violation, for which a citation may be issued pursuant to this division, shall be deemed to be a civil infraction.
- (c) The maximum civil penalty for such a civil infraction shall not exceed \$500.00 per violation plus all applicable costs of prosecution and legislative assessments plus court costs of \$10.00.
- (d) Each violation of a code or ordinance shall be a separate civil infraction. Each day such violation shall continue shall be deemed to constitute a separate civil infraction.

(Code 1985, § 7-18; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-266. - Service of warning notice or citation.

- (a) Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is 15 years of age or older and informing the person of the contents or by registered or certified mail, return receipt requested.
- (b) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business, during regular business hours, with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of the warning notices and citations.

(Code 1985, § 7-20; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-267. - Refusal to sign citation.

- (a) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree pursuant to F.S. § 162.21(6).
- (b) If the person cited refuses to sign the citation, the code enforcement officer shall write the words "refused" or "refused to sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.
- (c) Following such refusal to sign, the code enforcement officer shall contact the police department to report such refusal as a violation of F.S. § 162.21(6).

(Code 1985, § 7-22; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-268. - Payment of reduced civil penalty; court hearings.

- (a) If the person elects not to contest the citation, the person shall pay in full the applicable reduced civil penalty, as set forth herein, to the clerk of the court within 14 calendar days after the issuance of the citation.
- (b) If the person cited elects to pay the applicable reduced civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the 14th calendar day after issuance of the citation or fails to request a court hearing within the time prescribed, the person shall have waived any right to contest the citation and judgment shall be entered against the person

- cited in an amount up to the maximum civil penalty plus court costs of \$10.00. In addition, a rule to show cause may be issued by the county judge requiring the person cited to appear in county court to explain the person's failure to pay or request a court hearing. Failure to respond to the rule to show cause may result in issuance of an arrest warrant.
- (c) If the person elects to contest the citation, the person shall appear in court before a county judge within 21 days of issuance of the citation to request a hearing date.
 - (d) If the person cited had been previously cited for the same violation at least two times within a 12-month period, upon the issuance of a third or subsequent citation, the person shall not have the option of paying a reduced civil penalty but instead shall appear before a county court judge within 21 calendar days to answer the charge.
 - (e) A county judge, after a hearing on the citation, shall make a determination whether or not a violation of the code or ordinance cited has been committed. If a violation is found to have occurred, the county judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and legislative assessments, plus court costs of \$10.00. In no event, however, shall such civil penalty imposed by the county judge be less than the reduced civil penalty set forth in section 2-270
 - (f) The county judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the county judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty, a civil judgment shall be entered against that person in the amount up to the maximum civil penalty.
 - (g) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and civil judgment shall be entered against the person in an amount up to the maximum civil penalty; provided, however, that the court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the clerk of the court shall notify the code enforcement officer and the person cited of the date and time of the hearing. In addition, a rule to show cause may be issued by the county judge requiring the person cited to appear in county court to explain the person's failure to appear at the hearing. Failure to respond to the rule to show cause may result in issuance of an arrest warrant.
 - (h) Should the person cited willfully fail to comply with a court order to abate or correct the violation, the court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an order to that effect.
 - (i) In the event that a civil judgment is entered against the person cited as provided herein, the city may record a certified copy of said judgment in the official records of the county and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.
 - (j) In the event that an order is entered finding that a violation of the ordinance cited has been committed, the city may record a certified copy of said order in the official record of the county and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.
 - (k) At any hearing pursuant to this division, the commission of a violation of a code or ordinance must be proved by preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

(Code 1985, § 7-23; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-269. - Procedure for payment of civil penalty.

Payment of any civil penalty imposed by this division shall be made to the clerk of court, who shall forward the monies collected to the city's director of finance for deposit into the city's fund. If a judgment has been entered for the civil penalty, the clerk of the court shall notify the city when the judgment has been paid and the necessary satisfaction of judgment shall be prepared and recorded in the official record of the county.

(Code 1985, § 7-24; Ord. No. 409, § 4, 9-5-1995)

Sec. 2-270. - Classes of violation and reduced civil penalties.

- (a) Violations of city codes and ordinances, and the applicable reduced civil penalties, shall be as follows:

Reduced Civil Penalty

Violation Classifications	First Offense	Second Offense	Third and Subsequent Offense
Class I	\$ 50.00	\$100.00	Court Hearing Mandatory
Class II	100.00	200.00	"
Class III	150.00	300.00	"
Class IV	200.00	400.00	"

- (b) Violations of city codes and ordinances which constitute civil infractions for which citations may be issued are as follows:

	Description	Class
Ch. 10, Animals		
Sec. 10-2	Bird sanctuary	II
Sec. 10-3	Killing or trapping game or birds prohibited	II
Sec. 10-4	Commercial kennels, animal breeding or boarding facilities	II
Sec. 10-5	Maintenance of certain animals prohibited	II
Sec. 10-6	Live poultry prohibited	II
Sec. 10-7	Keeping or harboring animals that create disturbances unlawful	I
Sec. 10-8	Animals to be maintained on leash	I
Sec. 10-9	Animal waste	I
Ch. 14, Boats, Docks and Waterways		
Sec. 14-10	Deposit refuse or lowering level of lakes and canals	II
Ch. 22, Emergency Management and Emergency Services		
Sec. 22-21 et seq.	Alarm systems	I
Sec. 22-34	Permit required	IV
Sec. 22-35	Violation, civil penalty	I, IV
Ch. 30, Health and Sanitation		
Sec. 30-1	Removal of dead animal carcasses	II
Sec. 30-21	Removal of weeds, wild growth and trash required; city will remove upon failure of owner	I
Sec. 30-48	Disposal of refuse and garbage	II
Ch. 34, Licenses and Business Regulations		

Art. II, Occupational Licenses		
Sec. 34-19	Occupational license tax imposed	III
Sec. 34-23	Engaging in business without a license; delinquent fees; penalty	III
Sec. 34-24	Posting of license	I
Art. III, Bingo		
Sec. 34-61	Persons involved in conduct of bingo game	II
Sec. 34-62	Bookkeeping requirements--Charities	II
Sec. 34-63	Same--For profit bingo organization	II
Sec. 34-64	Notices	II
Sec. 34-74	Operating bingo hall or conducting bingo games in bingo hall without permit unlawful	III
Sec. 34-75	Bingo halls open for inspection	II
Art. IV, Peddlers and Solicitors		
Sec. 34-109	Penalties	IV
Art. V, Adult Establishments		
Sec. 34-133	Adult bookstores	III
Sec. 34-134	Adult motion picture theaters	III
Sec. 34-135	Adult dancing establishments	III
Ch. 38, Offenses and Miscellaneous Provisions		
Sec. 38-2	Unreasonably loud noise	I
Sec. 38-3	Smoking at public meetings prohibited	
Sec. 38-4	Vehicles for sale, certain prohibitions	II
Ch. 50, Streets, Sidewalks and Other Public Places		
Art. I, In General		
Sec. 50-1	Sales from vehicles on streets and sidewalks prohibited	I
Sec. 50-2	Obstructing streets, alleys or sidewalks prohibited	I
Sec. 50-3	Littering in public prohibited	I
Art. III, Sidewalks		
Sec. 50-58	Permit required for operation of vehicles on sidewalks	I
Art. IV, Trees		
Sec. 50-109	Injury and destruction of trees	II
Sec. 50-110	Planting shrubbery and trees at intersections prohibited	II
Sec. 50-111	Tree planting and removal permits required for public right-of-way and public property	II
Ch. 62, Traffic and Vehicles		
Sec. 62-24	Parking and storage of commercial vehicles and construction equipment	II
Sec. 62-33	Parking, storage, and use of recreational equipment	I
Sec. 62-34	Vehicular parking on lawns, yard and sidewalks prohibited	I
Ch. 106, Flood Prevention and Protection		
Sec. 106-9	Penalties for violation	I
Ch. 122, Signs		
Sec. 122-8	Penalties and enforcement	II
Sec. 122-9	Sign permit required	II
Sec. 122-10	Administration of chapter	I
Sec. 122-11	Variances	I
Ch. 126, Subdivisions		
Sec. 126-6	Enforcement	II
Ch. 130, Tree Management and Protection		
Sec. 130-9	Penalties and enforcement	II

Ch. 134, Zoning		
Sec. 134-135	Permit; application; fees	II
Sec. 134-513	Commercial activity prohibited in residential districts	I
Sec. 134-518	Home occupations	II
Sec. 134-519	Outdoor sales	II
Sec. 134-522	Motor vehicle lots, boat sale areas prohibited	II
Sec. 134-523	Motor vehicles and boats for sale	II
Sec. 134-524	Garage and yard sales	I
Sec. 134-919	Noise	II
Sec. 134-920	Vibration	II

(Code 1985, § 7-25; Ord. No. 409, § 4, 9-5-1995; Ord. No. 2001-03, § IV, 1-23-2001; Ord. No. 2001-05, § IV, 3-6-2001; Ord. No. 2001-09, § II, 6-19-2001; Ord. No. 2001-13, § 4, 8-21-2001; Ord. No. 2003-08, § II(7-25), 7-15-2003; Ord. No. 2003-13, § II, 11-18-2003; Ord. No. 2009-05, § 2, 8-18-2009)

Secs. 2-271—2-288. - Reserved.

Edgewood, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 30 - HEALTH AND SANITATION >> ARTICLE II. - TRASH, WEEDS AND WILD GROWTH >>

ARTICLE II. - TRASH, WEEDS AND WILD GROWTH [13]

Sec. 30-21. - Delegation of authority.

Sec. 30-22. - Definitions.

Sec. 30-23. - Accumulations of trash, junk, debris and nonliving plant material on property.

Sec. 30-24. - Excessive growth of grass, weeds and brush on property.

Sec. 30-25. - Enforcement; abatement of nuisance.

Sec. 30-26. - Appeals.

Sec. 30-27. - Liens; assessment.

Secs. 30-28—30-47. - Reserved.

Sec. 30-21. - Delegation of authority.

The city council hereby delegates to the code enforcement officer the authority to enforce the provisions of this article. The provisions of this article are supplemental to the procedures described in F.S. ch. 162. The code enforcement officer may utilize the procedures outlined in F.S. ch. 162 to address any property determined by the code enforcement officer to be in violation of sections 30-23 or 30-24 in addition or in the alternative to any of the procedures described in this article.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-22. - Definitions.

For the purpose of this article, the following words and terms shall have the meanings respectively ascribed:

Excessive growth shall mean, grass, weeds or brush that has reached a height of at least 12 inches.

Exterior portion of any building shall mean those portions of a building which are open-sided, such that the open space within such portions of the building may be lawfully viewed by the public or any member thereof from a sidewalk, street, alleyway, parking lot or from any adjoining or neighboring premises. This definition includes such open-sided structures as carports and porches.

Exterior portion of the property shall mean those portions of a lot, tract or parcel of land which is either: (1) outside of any building erected thereon; or (2) if there is no building erected thereon the entire lot, tract or parcel, regardless of whether such portions are exposed to public view or are surrounded by a fence, wall, hedge or other similar structure. For purposes of this article, the term "exterior portion of the property" shall include the "exterior portion of any building" only where specifically stated.

Grass, weeds or brush shall mean any grass or weeds or brush which, when allowed to grow in a wild and unkempt manner, will reach a height of 12 inches or more. This definition does not

include bushes, shrubs, trees, vines, flowering plants or any other living plant life typically used and actually being used for landscaping purposes.

Improved property shall mean any lot, tract or parcel of land in the city used for residential, commercial, professional office or industrial purposes which contains one or more buildings or structures, paving or other improvements, excluding solely underground utilities, pipes, wires, cable culverts, conduits or other similar improvements.

Nonliving plant material shall mean nonliving vegetation such as leaves, grass cuttings, shrubbery cuttings, tree trimmings and other material attending the care of lawns, shrubs, vines and trees.

Property shall mean any lot, tract or parcel of land, or portion thereof whether improved or unimproved, and adjacent rights-of-way within the boundaries of the City of Edgewood.

Trash, junk and debris shall mean waste material, including, but not limited to, putrescible and nonputrescible waste, combustible and noncombustible waste, and generally all materials such as paper, cardboard, tin cans, lumber, concrete rubble, glass, bedding, crockery, household furnishings, household appliances, dismantled pieces of motor vehicles or other machinery, rubber tires or rusted metal articles of any kind.

Unimproved property shall mean any lot, tract or parcel of land in the city which does not contain any buildings or structures, paving or other improvements, but may include solely underground utilities, pipes, wires, cables, culverts, conduits or other similar improvements.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-23. - Accumulations of trash, junk, debris and nonliving plant material on property.

- (a) Subject to subsection (b), no owner, agent, custodian, lessee or occupant of property shall permit the accumulation of trash, junk, debris or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris and nonliving plant material.
- (b) Subsection (a) shall not be construed to prohibit any of the following:
- (1) The storage of trash, junk, debris and nonliving plant material in garbage containers which comply with all applicable ordinances relating to solid waste collection;
 - (2) The storage of nonliving plant material in compost bins; or
 - (3) Keeping wood on the property for use as fuel, provided such wood is piled, stacked, bundled or corded and the area surrounding the piles, stacks, bundles or cords shall be free of excessive growth of grass, weeds, brush and branches.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-24. - Excessive growth of grass, weeds and brush on property.

No owner, agent, custodian, lessee or occupant of property shall permit the excessive growth of grass, weeds or brush on any exterior portion of the property. Accordingly, such owner, agent, custodian, lessee or occupant shall cut, trim or remove such vegetation and keep such vegetation cut, trimmed or removed, so that it is not in a state of excessive growth.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-25. - Enforcement; abatement of nuisance.

- (a) Whenever the code enforcement officer finds that there appears to be a violation of sections 30-23 or 30-24, the code enforcement officer may serve a notice of violation upon the owner, and, if applicable, the agent, custodian, lessee or occupant, directing such owner, and, if applicable, the agent, custodian, lessee or occupant, to terminate and abate the violation within ten calendar days of the date such notice is received. For purposes of this article "notice is received" on the earliest of the day it is hand delivered to the property owner, the date the property is posted with said notice, or five days after said notice is mailed to the property owner, postage prepaid. The code enforcement officer shall, within five days of the date the notice is mailed, cause a sign to be placed upon the property in a conspicuous and easily visible location. The sign shall be at least eight inches by 12 inches in size and shall include the following information:
- (1) A sufficient description by address and/or legal description to identify the property upon which the violation exists;
 - (2) A description of the violation to be terminated and abated;
 - (3) A statement that if the described violation is not terminated and abated within ten calendar days after notice is received the code enforcement division manager shall cause the violation to be terminated and abated;
 - (4) That a lien shall be imposed upon the property for the actual cost of such termination and abatement, plus administrative expenses;
 - (5) A preliminary nonbinding, minimum estimate of the cost of termination and abatement; and
 - (6) The notice of violation shall further state in bold and conspicuous letters that if such violation, within the ten-day period prescribed by subsection (a) of this section:
 - a. Has not been terminated and abated; or
 - b. Has not been timely appealed in accordance with section 38-99; or
 - c. Has been timely appealed but the appeal process proves unsuccessful, the city shall cause the violation to be terminated and abated, and the actual cost of such termination and abatement, plus administrative costs, shall constitute a lien on the property in accordance with section 30-27
- (b) If the property owner fails terminate and abate the violation within the ten-day period prescribed by subsection (a) of this section, the code enforcement officer shall cause the violation to be terminated and abated. The city may hire and enter into contracts with independent contractors to terminate and abate violations of this article.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-26. - Appeals.

- (a) Within the ten-day period prescribed by subsection 30-25 after notice is received, an aggrieved party may appeal the code enforcement officer's determination that a notice of violation is warranted for the property in question.
- (b) An appeal by an aggrieved party shall:
- (1) Be addressed to the code enforcement officer; and
 - (2) Be either hand-delivered to the code enforcement officer or postmarked within the ten-day period after notice is received.

- (c) Upon receipt of a timely appeal, the code enforcement officer shall schedule a hearing date before the code enforcement special magistrate.
- (d) At the hearing, the code enforcement special magistrate shall allow the city and the appellant an opportunity to present evidence and to examine and cross-examine witnesses. After considering the evidence and testimony, the code enforcement special magistrate shall make a factual determination as to whether the property is in violation of this article. If the code enforcement special magistrate makes a factual determination that the property is in violation of this article, he shall affirm the code enforcement officer's issuance of the notice of violation and issue an order requiring the appellant to promptly clean the property in order to terminate or abate the violation. If the appellant has not remedied the violation within five calendar days after the date of the code enforcement special magistrate's holding that this article has been violated, then the code enforcement officer shall terminate and abate the violation as provided in subsection 30-25(b).
- (e) Any appeal of the code enforcement special magistrate's decision shall be filed in a timely manner with the circuit court.

(Ord. No. 2008-09, § 2, 1-20-2009)

Sec. 30-27. - Liens; assessment.

- (a) After causing the violation to be terminated and abated as provided in section 30-25, the code enforcement officer shall certify to the city clerk the actual cost incurred in remedying the condition, whereupon such cost, plus the city's administrative expenses, shall be due within ten days.
- (b) Upon certifying to the city clerk the actual cost incurred in remedying the condition, the code enforcement officer shall, by hand or certified mail, return receipt requested, deliver or send a notice of assessment of costs to the last known owner of record of the subject real property. If the assessment is not paid or arrangements satisfactory to the city have not been made to pay such assessment within ten days after notice is received, then the code enforcement officer shall refer the matter to the city council to consider the imposition of a lien against the subject property. If a lien is imposed, the amount due shall bear interest at the rate of 12 percent per annum from the date the council approves imposition of a lien.
- (c) A certified copy of the claim of lien shall be recorded in the public records of the county and shall constitute a lien superior to all other liens and mortgages, except for tax liens and mortgages recorded prior to the effective date of the ordinance from which this article derives. A certified copy the claim of lien shall constitute notice to any subsequent purchasers, successors in interest, or assigns.
- (d) Ninety days after the recording of a certified copy of a claim of lien in the public records of the county, the city council may authorize the city attorney to institute legal proceedings to foreclose such lien. The property owner shall be liable for all costs, including reasonable attorney's fees, incurred in any such action.

(Ord. No. 2008-09, § 2, 1-20-2009)

Secs. 30-28—30-47. - Reserved.

FOOTNOTE(S):

⁽¹³⁾ *Editor's note— Ord. No. 2008-09, § 2, adopted Jan. 20 2009, amended art. II in its entirety to read as herein set out. Former art. II, §§ 30-21, 30-22, pertained to similar subject matter and derived from Code 1974, § 10-2; Code 1985, §§ 11-16, 11-17; Ord. of Aug. 21, 1984, § 2(11-16); and Ord. No. 91-372, § 1, adopted Oct. 1, 1991. [\(Back\)](#)*

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

September 24, 2013

RECEIVED

The Honorable Ray Bagshaw
Mayor, City of Edgewood
405 Larue Avenue
Edgewood, Florida 32809

OCT 1 2013

CITY OF EDGEWOOD

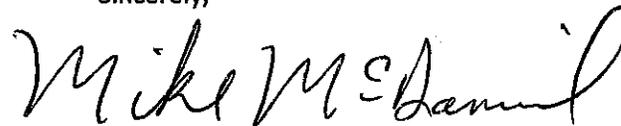
Dear Mayor Bagshaw:

The Department of Economic Opportunity completed its review of the proposed comprehensive plan amendment for Edgewood (Amendment No. 13-1ER), which was received and determined complete on July 26, 2013. We reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report identifies two objections and recommendations. Review comments received by the Department from the reviewing agencies are also enclosed. The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(4)(e)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of the Department of Economic Opportunity report, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

If you have any questions related to this review, please contact Ashley Porter at (850) 717-8502, or by email at Ashley.Porter@deo.myflorida.com.

Sincerely,


for William B. Killingsworth
Director, Division of Community Development

WBK/ap

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption

cc: Bea L. Meeks, City Clerk, City of Edgewood
Hugh Harling, Executive Director, East Central Florida Regional Planning Council

Florida Department of Economic Opportunity | Caldwell Building | 107 F. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT

PROPOSED COMPREHENSIVE PLAN AMENDMENT

CITY OF EDGEWOOD (DCA No. 13-1ER)

The Department identified the following objections. If the City adopts the amendment without addressing the objections, the Department may find the amendment not in compliance pursuant to Section 163.3184(4)(e)4., F.S.

Objections:

1. Five Year Schedule of Capital Improvements

The proposed five year schedule of capital improvements only contains projects that are funded in 2013. The schedule does not include unfunded and funded projects needed to maintain and achieve the adopted level of service standards through the five year planning period consistent with Section 163.3177(3)(a)4., F.S.

Also, Objective 2.1 of the Transportation Element states that the City adopts the Metropolitan Planning Organization's (MPO) Long Range Transportation Plan (LRTP) or its most current annual update by reference. This is an incorrect adoption by reference pursuant to Section 163.3177(1)(b), F.S.

Authority: Sections: 163.3177(3)(a), F.S., 163.3177(1)(b), F.S.

Recommendation: Adopt a five year schedule of capital improvements that includes funded and unfunded projects needed to maintain and achieve the adopted level of service standards through the five year planning period.

Adopt the MPO's LRTP by reference by specifying its title and the date it was adopted by the MPO. This reference should be amended every year as part of the update to the five year schedule of capital improvements.

2. Public Schools Interlocal Agreement

The City and the Orange County School Board have not executed an agreement pursuant to Section 163.31777(2), F.S. that establishes the specific ways in which the City and School Board coordinate. Alternatively, the City has not demonstrated that they meet the criteria for exemption pursuant to Section 163.31777(3), F.S.

Authority: Section 163.31777, F.S.

Recommendation: Coordinate with the Orange County School Board to execute an agreement regarding the specific plans and processes used for school facility planning. Alternatively, demonstrate that the City meets all of the criteria for exemption pursuant to Section 163.31777(3), F.S.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

May 2011

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency 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.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY

This **FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY** (the "Agreement") is entered into among the **SCHOOL BOARD OF ORANGE COUNTY** (hereinafter referred to as "School Board"), **ORANGE COUNTY** (hereinafter referred to as "County"), and the following cities and towns: **CITY OF APOPKA, CITY OF BELLE ISLE, TOWN OF EATONVILLE, CITY OF EDGEWOOD, CITY OF MAITLAND, TOWN OF OAKLAND, CITY OF OCOEE, CITY OF ORLANDO, TOWN OF WINDERMERE, CITY OF WINTER GARDEN, and CITY OF WINTER PARK** (collectively, "Municipalities") (together with the County, hereinafter sometimes referred to jointly as "Local Governments").

RECITALS

WHEREAS, the School Board, County, and Municipalities recognize their respective obligations and responsibilities for the education, nurture and general well-being of the children within their communities; and

WHEREAS, the School Board, County, and Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their land development programs with the School Board's facilities planning process: namely (1) better coordination of the establishment of new schools in time and place with Residential Development, (2) greater efficiency for the School Board and Local Governments by locating schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities; and (6) reduction of pressures on schools that result from urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, sections 1013.33 and 163.31777, Florida Statutes, require the coordination of planning between School Board and the Local Governments to ensure that plans for construction and opening of schools are facilitated and coordinated in time and place with plans for Residential Development, concurrently with other necessary services. Such planning requires, in part and without limitation, that the location of schools must be consistent with the Comprehensive Plan and implementing Land Development Regulations of the Applicable Local Government; and

WHEREAS, sections 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the School Board to jointly establish the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated; and

WHEREAS, local governments must review proposed amendments to an adopted future land use element for availability of necessary facilities and services so that proposed Comprehensive Plan amendments will maintain consistency with the requirements of section 163.3177(6)(a) when applied to the future land use element proposed to be amended; and

WHEREAS, section 163.3180(13)(g), Florida Statutes, requires that the School Board and the Applicable Local Governments enter into an interlocal agreement to implement statutory school concurrency requirements; and

WHEREAS, sections 163.31777(2)(e) and 163.3180(13)(g)6.b., Florida Statutes, require that the interlocal agreement implementing school concurrency provide an opportunity for the School Board to review and comment on the effect of Comprehensive Plan amendments and Rezonings on the public school facilities plan; and

WHEREAS, Section 10 of this Agreement is intended to satisfy the requirement of section 163.3180(13)(g)6.b. by providing an opportunity for the School Board to review and comment on the effect of proposed Comprehensive Plan amendments and Rezonings on public schools and to provide an opportunity for local governments to consider the availability of School Capacity when reviewing proposed Comprehensive Plan amendments and proposed Rezonings; and

WHEREAS, to avoid confusion, Section 10 of this Agreement will have its own definitions applicable only to Section 10; and

WHEREAS, the School Board, County, and Municipalities enter into this Agreement in fulfillment of the foregoing statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the County, Municipalities and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens of said County and Municipalities; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Municipalities have similar jurisdiction within their respective municipal boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to ensure a free and adequate public education to the residents of the County and Municipalities; and

WHEREAS, the County, Municipalities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of the County and Municipalities; and

WHEREAS, Interlocal Agreements previously entered into by and among the Municipalities, County, and School Board must be updated or in some instances superseded; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency, which was approved by the Board of County Commissioners on June 10, 2008 (the "Amended Interlocal Agreement"), for the purpose of implementing school concurrency pursuant to chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 13.4 of the Amended Interlocal Agreement, upon final approval by the School Board and the Local Governments, any amendment to the Level of Service standards requires an amendment to each Local Government's Comprehensive Plan in addition to an amendment to the Amended Interlocal Agreement; and

WHEREAS, pursuant to Section 16.2 of this Agreement, the School Concurrency Service Areas shall be included as part of the supporting data and analysis for the Local Governments' respective Comprehensive Plans; and

WHEREAS, pursuant to Section 14.3 of the Amended Interlocal Agreement, any changes to the School Concurrency Service Areas shall not be effective until approval by School Board, County and Municipalities, and prior to adopting any change to the School Concurrency Service Areas, School Board must make certain verifications with regard to the changes; and

WHEREAS, pursuant to Section 21 of the Amended Interlocal Agreement, any amendments to the Interlocal Agreement must be in writing and must be executed by all parties thereto; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain First Amendment to Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency for the purpose of modifying the Level of Service ("LOS") standards, the School Concurrency Service Areas ("CSA"s), and making other necessary changes, which was approved by the Board of County Commissioners on April 20, 2010 (the "First Amendment"); and

WHEREAS, section 13.2 of the Amended Interlocal Agreement created Long Term Concurrency Management Systems for certain CSAs identified in Appendix E to that Agreement; and

WHEREAS, School Board, County, and Municipalities acknowledge that incorporation of LOS standards, establishment of CSAs, and adoption of Long Term Concurrency Management Systems are accomplished by adoption into Local Governments' respective Comprehensive Plans; and

WHEREAS, the School Board, the County, and the Municipalities wish to amend the Amended Interlocal Agreement, as amended, such that modifications to the School Concurrency Service Areas and the Long Term Concurrency Management Systems may be made solely by amending the Local Government Comprehensive Plans, rather than amending the Local Government Comprehensive Plans and this Agreement.

NOW THEREFORE, be it mutually agreed by and among the School Board, Orange County, and the City of Apopka, City of Belle Isle, Town of Eatonville, City of Edgewood, City of Maitland, Town of Oakland, City of Ocoee, City of Orlando, Town of Windermere, City of Winter Garden and City of Winter Park that the procedures set forth below will be followed in coordinating land use and public school facilities planning:

Section 1. Recitals

The recitals set forth above are true and correct and are incorporated herein.

Section 2. Incorporation of Prior Amendment

This Agreement incorporates the First Amendment and supersedes the Amended Interlocal Agreement in its entirety.

Section 3. Definitions

Except as otherwise specified in Section 10 of this Agreement, the following words and terms shall have the following meanings in the interpretation of this Agreement:

Adjusted FISH Capacity: the number of students who can be served in a permanent public school facility as provided in the Florida Inventory of School Houses adjusted to account for the design capacity of Modular or In-Slot Classrooms on the campuses designed as Modular or In-Slot schools, but not to exceed Core Capacity.

Adjacency Review: the review as provided in Section 18.6 of this Agreement of School Concurrency Service Areas adjacent to the School Concurrency Service Area in which the proposed Residential Development is located.

Applicant: the person or entity submitting a Development Application (as defined in Section 10.1 hereof) or School Concurrency Determination Application, including its principals, agents, successors, and assigns.

Applicable Local Government: either the Local Government with land use jurisdiction over a proposed Residential Development, or the Local Government with land use jurisdiction over a proposed school site.

Available School Capacity: the ability of a School Concurrency Service Area to accommodate the students generated by a proposed development at the adopted Level of Service standards. Available School Capacity shall be derived using the following formula for each School Type:

Available School Capacity = (School Capacity x Adopted Level of Service¹) - (Enrollment² + Reserved Capacity)

Where:

¹Adopted Level of Service = the ratio, expressed as a percentage, of Enrollment to School Capacity as jointly adopted by the School Board and Local Governments.

²Enrollment = Student enrollment as counted in the most recent official October count.

Capacity Commitment Agreement: an executed Capacity Enhancement Agreement, whether individually or as part of a consortium of Capacity Enhancement Agreements, containing commitments to fund wholly or partially the construction of public school facilities to provide School Capacity at identified public schools required to serve the affected Residential Developments, as more fully set out in a Resolution of the School Board to be adopted within thirty (30) days from the date the School Board executes this Agreement.

Capacity Encumbrance Letter: a written determination from an Applicable Local Government temporarily reserving Available School Capacity during the pendency of a Site Plan application approval process and temporarily reserving the Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development upon completion of the requirements in Section 18.7(a) of this Agreement.

Capacity Reservation Fee: a fee to reserve capacity, in an amount equivalent to the value of the impact fees calculated to be due from a proposed Residential Development as of the date of the reservation of capacity.

Certificate of School Concurrency: a written determination by an Applicable Local Government that all school concurrency review requirements have been satisfied for the proposed development and that the School Board has issued a School Concurrency Recommendation indicating that Available School Capacity is sufficient to accommodate students generated by the proposed Residential Development. A Certificate of School Concurrency vests a Residential Development for school concurrency, and reserves School Capacity for the proposed Residential Development, subject to (1) any conditions set forth in the Certificate of School Concurrency, (2) the requirements of this Agreement, (3) any ordinances or policies implementing this Agreement, and (4) any conditions imposed as part of, or as an inducement to, the School Concurrency Recommendation. A Certificate of School Concurrency may be included as part of a consolidated concurrency approval including other concurrency requirements by an Applicable Local Government and is not required to be a separate document.

Comprehensive Plan: a County or Municipality's plan that meets the requirements of section 163.3177, Florida Statutes.

Core Capacity: the maximum number of students that can be effectively served in a school dining facility.

Development Analysis: the document required to be prepared and submitted under Section 18.4 of this Agreement as a requirement for the review of a School Concurrency Determination Application.

Development Impact: projected students from a Residential Development as a result of approval of a Development Application or School Concurrency Determination Application, calculated by multiplying the proposed number of dwelling units by the student generation rates by School Type as set forth in the most recent School Impact Fee Study, as may be updated from time to time.

Development of Regional Impact: a development within the definition of section 380.06, Florida Statutes.

District Facilities Work Program: the financially feasible District Facilities Work Program adopted by the School Board pursuant to section 1013.35(2)(a)2. And 1013.35(2)(b), Florida Statutes.

Educational Facilities Plan: the planning document adopted by the School Board pursuant to and consistent with sections 1013.35(2) and 1013.35(4), Florida Statutes that includes the District Facilities Work Program.

Educational Plant Survey: the survey of public school facilities, along with ancillary and supporting facilities, conducted by the School Board pursuant to and consistent with section 1013.31, Florida Statutes.

Encumbered Capacity: the School Capacity temporarily allocated to a Residential Development for one hundred eighty (180) days after the issuance of a Capacity Encumbrance Letter.

Final School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has: (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, or (ii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, but the School Board and the Applicant have negotiated and agreed upon a Proportionate Share Mitigation Agreement to address the impacts of the Applicant's proposed Residential Development, or (iii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development and that the School Board and the Applicant were unable to agree upon a Proportionate Share Mitigation Agreement.

In-Slot Classrooms: relocatable classrooms that conceptually 'slide' into the spaces along a common walkway, as part of a modular campus which is characterized by a campus with brick and mortar core facilities and covered concrete walkways leading to the relocatable classrooms, and which are located at the following elementary schools: Clay Springs, Cypress Springs, Frangus, Hidden Oaks, Hunter's Creek, John Young, Little River, Meadow Woods, MetroWest, Palm Lake, Rock Springs, Shingle Creek, Ventura, Waterbridge, Waterford, and Arbor Ridge.

Land Development Regulations: ordinances enacted by an Applicable Local Government pursuant to section 163.3213(2)(b), Florida Statutes.

Level of Service: percentage of Enrollment to School Capacity jointly adopted by the School Board and Applicable Local Governments and documented in Section 15 of this Agreement.

Permanent Student Station: space and capital resources considered to be satisfactory to accommodate an individual student within a non-relocatable educational facility as determined by the State of Florida Department of Education, as more specifically set forth in the State Requirements for Educational Facilities and including In-Slot Classrooms.

Preliminary School Concurrency Recommendation: a written communication from the School Board to the Applicable Local Government and the Applicant informing the Applicable Local Government of the School Board's preliminary calculation of the effect of the Applicant's proposed Residential Development on Available School Capacity for the applicable School Concurrency Service Areas. If the School Board calculates that an Applicant's proposed Residential Development will not cause the affected School Concurrency Service Areas to exceed capacity at the adopted Level of Service standards, then the Preliminary School Concurrency Recommendation shall become a Final School Concurrency Recommendation, upon which an Applicable Local Government may rely in encumbering and/or reserving the requisite Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development consistent with the requirements in Section 18.7(a) of this Agreement.

Proportionate Share Mitigation: an improvement or contribution made by an Applicant pursuant to a binding and enforceable agreement between the Applicant, School Board and Applicable Local Government to provide monetary compensation or other mitigation for the additional demand on deficient public school facilities created by a proposed Residential Development, as mandated in section 163.3180(13)(e), Florida Statutes, and as set forth in Section 19 of this Agreement.

Public School Facilities Element: the section of the County or a Municipality's Comprehensive Plan addressing the provision of educational facilities as required by sections 163.3177(12) and 163.3180(13)(a), Florida Statutes.

Reserved Capacity: School Capacity allocated to a particular Residential Development for a period of time specified in a Certificate of School Concurrency or a Capacity Commitment Agreement. For purposes of calculating Available School Capacity, Reserved Capacity also means the total amount of School Capacity reserved for all Residential Developments within a School Concurrency Service Area.

Residential Development: any development that is comprised of Residential Units, in whole or in part, for non-transient human habitation, and includes single-family housing and multi-family housing, regardless of whether the Applicable Local Government's approval procedure for such development is considered commercial or residential.

Residential Unit: any occupied structure or part thereof, which is designed exclusively for human habitation and meets all applicable government requirements for residential use on a continuous basis; i.e., having hot and cold running water and adequate facilities for heating, cooking, sleeping, and the sanitary elimination of wastes. Hotels, motels, and temporary lodging facilities are specifically excluded.

Rezoning: a change in zoning classification that will result in a net increase of Residential Units on the property that is the subject of the Rezoning. For purposes of Section 10 of this Agreement, the term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, Development of Regional Impact, planned unit development, etc.) that will result in a net increase of ten (10) or more Residential Units on the property.

School Attendance Zone: a geographic area where students who reside within such area must attend a single designated school.

School Capacity: Adjusted FISH Capacity for the applicable School Concurrency Service Area as programmed in the first three (3) years of the District Facilities Work Program.

School Concurrency Determination Application: the written submittals for the determination of Available School Capacity for a Residential Development or a phase of a Residential Development, which is included as part of an application for Site Plan approval.

School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed development, (ii) has calculated that there is no Available School Capacity, or an insufficient amount of Available School Capacity to accommodate the impacts of the Applicant's proposed development and recommends a Proportionate Share Mitigation agreement to address the impacts of an Applicant's proposed Residential Development, or (iii) has calculated that an Applicant's proposed residential development does not meet the requirements necessary to satisfy school concurrency and that the School Board and the Applicant were unable to agree on a proportionate share mitigation.

School Concurrency Service Area: a geographic area in which the Level of Service standards are measured by the School Board as designated in Section 15 of this Agreement.

School Impact Fee: the amounts due under the School Impact Fee Ordinance in connection with the construction of new School Capacity needed to accommodate Residential Development.

School Impact Fee Ordinance: Article V, Chapter 23, Orange County Code of Ordinances.

School Impact Fee Study: the study used by the County to update its School Impact Fee Ordinance, which shall mean, as of the date of this Agreement, that study prepared by Tindale-

Oliver & Associates, Inc., as of July 16, 2007, which may be amended and superseded from time to time.

School Type: a category of school based on instruction level, whether elementary school grades, middle school grades, or high school grades; ninth-grade centers shall be included with high schools and Arbor Ridge K-8 and Windy Ridge K-8 centers shall be included with elementary schools; grades Kindergarten through 5 of Blanker K-8 shall be included in elementary schools and grades 6-8 of Blankner K-8 shall be included with middle schools. Levels of Service for future K-8 schools will be consistent with the applicable School Attendance Zone.

Site Plan Approval: a subdivision approval or its functional equivalent under the Land Development Regulations of the Applicable Local Government, for any Residential Development or any phase of a Residential Development, whether single-family or multi-family. The Parties acknowledge that the County and the Municipalities may each have different terms within their individual Land Development Regulations describing this process.

State Requirements for Educational Facilities: the construction standards and requirements for the construction of schools, established pursuant to Rule 6A-2.0010, Florida Administrative Code.

Section 4. Interlocal School Planning Meetings

Representatives appointed by the chief executive of the School Board, County, and each Municipality shall meet on a quarterly basis or as called by any of the parties hereto to review proposed ordinances of the Municipalities and the County that might effect school concurrency, and formulate recommendations regarding coordination of land use and school facilities planning, and needed supporting infrastructure including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access as well as the implementation of this Agreement. Representatives from the East Central Florida Regional Planning Council will also be invited to attend. The School Board shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions. The group so convened shall be referred to as the "Technical Advisory Committee," also known as the "Interlocal Planners Group."

Section 5. Student Enrollment and Population Projections

In fulfillment of their respective planning duties, the School Board, County, and Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and geographic distribution of population growth and student enrollment. Countywide five (5) and ten (10) year population and student enrollment projections shall be revised annually by the School Board and provided at the first opportunity to the Technical Advisory Committee. In addition, the School Board shall work with the County or the County's designated consultant to calculate a Student Generation Rate by School Type. In preparing said population and student enrollment projections, the School Board shall coordinate with the Municipalities and the County to ensure, inter alia, that new Residential Development and

redevelopment information as provided by the Municipalities and County is reflected in updated projections to be provided pursuant to Section 6 below.

Section 6. Coordinating and Sharing of Information

6.1 **Tentative District Educational Facilities Plan.** Annually, the School Board shall submit to the County and each Municipality the tentative district Educational Facilities Plan at least ninety (90) days prior to its adoption by the School Board. The tentative plan must be consistent with the requirements of section 1013.35, Florida Statutes, prior to its submittal to the County and Municipalities. The Municipalities and County shall review the tentative plan and comment to the School Board within sixty (60) days of receiving the tentative plan regarding the consistency of the plan with the Comprehensive Plan of the Local Government.

6.2 **Mutual Reports.**

(a) By March 1 of each year, the County and the Municipalities will provide the School Board with a report on growth and development trends within their jurisdiction for the prior year. Each report to the School Board must include the following information:

1. Type, number (estimated for land use and zoning approvals) and location of Residential Units that have received land use, zoning, subdivision plats or Site Plan Approvals.
2. Building permits and certificates of occupancy data for Residential Units issued for the preceding year and their location.
3. Summary of vested rights determinations or other actions that affect demands for public school facilities.
4. Information regarding conversion or redevelopment of housing or other structures into Residential Units that are likely to generate new students.
5. The identification of any development orders issued which contain a requirement for the provision of school sites as a condition of development approvals.
6. School Capacity encumbered during the previous calendar year.
7. School Capacity reserved during the previous calendar years.

(b) By March 1 of each year, the School Board will report to the County and the Municipalities.

1. School Capacity for each school and Level of Service for each School Concurrency Service Area and whether it is appropriate to reduce or increase the adopted Level of Service standards for particular School Types.

2. Available School Capacity and enrollment for each School Concurrency Service Area and each School, including a reconciliation of the encumbered and Reserved Capacity with Available School Capacity.
3. Proposed new capital needs, including identification of proposed new school sites, significant renovations, and closures as provided in Section 5 of this Agreement.
4. Whether ways to measure School Capacity other than Adjusted FISH Capacity are available and are better suited to measuring the ability of a school to address the curriculum needs of each school's student population, and whether such a method of measuring capacity should be adopted in lieu of Adjusted FISH Capacity and included in the County's and Municipalities' Public School Facilities Element.

6.3 Coordinated Calendar.

Information shall be shared through the following, which shall be delivered or performed no later than:

March 1 or prior to the first meeting of the Technical Advisory Committee in a new calendar year, whichever comes first: Growth reports to the School Board from local governments, and from the School Board to local governments, as set out in section 6.2(a) and 6.2(b) of this Agreement.

Quarterly (by mutual agreement): School Planning Meetings.

July 1: Approval and submittal to the County and Municipalities of tentative Educational Facilities Plan, including District Facilities Work Program.

September 1: Local Government comment on tentative Educational Facilities Plan.

October 1: Adoption of by the School Board of the Educational Facilities Plan, including the District Facilities Work Program.

Section 7. School Site Selection, Significant Renovations, and Potential School Closures

7.1 Joint Participation. As provided in this Section, the Local Governments shall jointly participate with the School Board in the process of evaluating potential school closures, significant renovations to existing schools, and new school site selection.

7.2 Pre-Acquisition Procedures. Pursuant to section 1013.33(11), Florida Statutes, at least sixty (60) days prior to acquiring or leasing property that may be used for a new school, the School Board shall provide written notice to the Applicable Local Government requesting a determination of consistency with the Applicable Local Government's Comprehensive Plan. The

Applicable Local Government shall notify the School Board within forty-five (45) days after receiving the necessary information and the School Board's request for determination, if the proposed new school site is consistent with the land use categories and policies of the Applicable Local Government's Comprehensive Plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), Florida Statutes.

7.3 Pre-Construction Procedures. As provided in section 1013.33(12), Florida Statutes, at least ninety (90) days prior to initiating construction, the School Board shall submit a site design/development plan to the County Administrator or the designated representative of an individual Municipality, and within forty-five (45) days after receiving the submittal, the County or Municipality shall certify, in writing, whether the proposed Educational Facility is consistent with the Comprehensive Plan and land development regulations of the Applicable Local Government. Failure of the local governing body to make a determination in writing within ninety (90) days after the School Board's request for a determination of consistency shall be considered an approval of the School Board's application.

7.4 Significant Renovations and Closures. Pursuant to Sections 163.31777(2)(b) and 1013.33(15)(b), Florida Statutes, when considering a significant renovation or a closure of a school facility, the School Board shall notify the appropriate municipality in which the school is located or the County's Growth Management Department if the subject school is in the unincorporated part of the County, prior to any significant renovation or closure activities. Significant renovations encompass projects that increase or decrease a school's student population by five percent (5%) or more, or increase a school's total building square footage by five percent (5%) or more.

7.5 Municipal Charter Schools. Any municipality that wishes to operate a Charter School in the manner provided by law may do so to the extent authorized by law, provided that if such Charter School is to be used to satisfy requirements of school concurrency, the Municipality must also enter into an interlocal agreement with the School Board.

7.6 Extension of Deadlines. By mutual agreement between the School Board and an Applicable Local Government, the times set forth in this section 7 may be extended.

Section 8. Supporting Infrastructure

The School Board and Applicable Local Governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and where appropriate will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

Section 9. Coordination of Planning

9.1 School Board Participation. The County and Municipalities shall include a nonvoting representative appointed by the School Board to serve on their local planning agencies, or functionally equivalent agencies, to attend those meetings at which such agencies consider

proposed Comprehensive Plan amendments, development proposals and Rezoning that would, if approved, increase residential density on the property that is the subject of the application.

9.2 Notice. The County and Municipalities agree to give the School Board notification of future land use map amendments, development proposals and Rezoning proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided in a timely manner to facilitate comment and the planning activities of the School Board.

Section 10. School Board Review of Plan Amendments and Proposed Rezoning and Capacity Enhancement Process

10.1 Definitions for Section 10. In addition to the terms defined in Section 1 of this Agreement, and for purposes of this Section 10, capitalized terms set forth below shall have the meanings assigned:

- (a) Applicant: the person or entity submitting a Development Application, including its principals, agents, successors, and assigns.
- (b) Capacity Enhancement Agreement: a legally enforceable and binding agreement meeting the requirements of this Section 10, between an Applicant and the School Board (and, when necessary, the Applicable Local Government), committing to Capacity Enhancement Mitigation determined to be necessary by the School Board to avoid or mitigate overcrowding individual schools impacted by the proposed Residential Development.
- (c) Capacity Enhancement Mitigation: a Capital Contribution or School Facilities Commitment documented in a Capacity Enhancement Agreement to avoid or mitigate overcrowded conditions at an individual school or schools as calculated or determined in the manner provided in Section 10.7 of this Agreement.
- (d) Capital Contribution: a payment to the School Board in an amount determined by the School Board to mitigate the impacts of a proposed Development Application where the impacts of such Development Application will exceed Net School Capacity beyond that planned for by the School Board in its District Facilities Work Program in effect at the time the Capacity Enhancement Agreement was executed.
- (e) Comprehensive Plan Amendment: an amendment to the County's or a Municipality's Comprehensive Plan pursuant to Chapter 163, Florida Statutes, including an amendment to the future land use map, which will allow a net increase of Residential Units in the proposed Residential Development.
- (f) Development Application: a formal request by an Applicant to obtain a Rezoning or Comprehensive Plan Amendment.

(g) Net School Capacity: the ability of an individual school to accommodate the increase in students generated by a proposed development at the adopted Level of Service standards. Net School Capacity shall be derived using the following formula by School Type:

$$\text{Net School Capacity} = (\text{School Capacity}^1 \times \text{Adopted Level of Service}^2) - \text{Enrollment}^3$$

Where:

¹School Capacity = Adjusted FISH Capacity at the individual school as programmed in the first three (3) years of the District Facilities Work Program.

²Adopted Level of Service Standard = ratio expressed as the percentage of Enrollment to School Capacity as jointly adopted by the School Board and Applicable Local Governments.

³Enrollment = Student enrollment at an individual school as counted in the official October count, including Reserved Capacity allocable to such school.

(h) Rezoning: A change in zoning classification that will result in a net increase of ten (10) single family or fifteen (15) multi family Residential Units in the proposed Residential Development that is the subject of the Rezoning. The term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, development of regional impact, planned unit development, etc.) that will result in a net increase of Residential Units in the proposed Residential Development.

(i) School Capacity Determination: a written determination by the School Board stating (i) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will be exceeded by the increase in residential densities proposed in the Development Application, or (ii) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will not be exceeded by the increase in residential densities proposed in the Development Application, or (iii) that as of the date of the Development Application there is not physically usable school capacity, but such physically usable capacity will be constructed within the time frames set forth in this Section 10.1, and that the School Board conditions a finding of sufficient capacity upon the Applicant's agreement to defer Site Plan Approval until sufficient physically usable capacity is constructed.

(j) School Facilities Commitment: the necessary funding, capital dedication or financial commitment required to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program or to finance the construction of school facilities not in such element or program as necessary where Net School Capacity at the individual school(s) serving the proposed development will be exceeded by the residential density projected in a Development Application.

10.2 School Board Review and Comment. The School Board will advise the Applicable Local Government within fifteen (15) business days of the school enrollment impacts anticipated to result from the proposed Comprehensive Plan Amendment or Rezoning proposed in a Development Application, and whether Net School Capacity exists or is planned to accommodate the Development Impact. This Section 10 does not authorize a School Concurrency Determination under Section 18 of this Agreement, except as expressly provided in Section 10.9(c) herein.

10.3 Overview of Section 10 Process. The School Concurrency Service Areas established in Section 16 of this Agreement aggregate schools into defined geographic areas for the purpose of implementing school concurrency. In contrast, this Section 10 deals with the impact of additional Residential Units contemplated in a Development Application on individual schools within individual School Attendance Zones for each School Type that would serve the proposed Residential Development. This review and comment process requires that the School Board determine whether Net School Capacity as defined in this Section 10 is available at the individual schools where Residential Development contemplated in the proposed Development Application is located. The School Board shall issue a School Capacity Determination to the County and/or the affected Municipality and determine the Capacity Enhancement Mitigation, if any, necessary to ensure that the additional projected students that would result from the proposed Development Application will not cause individual schools impacted by a proposed Development Application to be overcrowded or aggravate existing overcrowding at the individual school or schools so impacted.

10.4 Findings. On the scope and necessity of the review and comment by the School Board of Net School Capacity at individual schools serving proposed Residential Development anticipated to occur within impacted School Attendance Zones and to ensure documented comment on the impact of a Development Application on Net School Capacity, the County and the Municipalities hereby acknowledge and declare the following:

- (a) Article VII, section 704B.2., Orange County Charter, allows a County Ordinance to be effective within a Municipality if such Ordinance requires that any Rezoning or Comprehensive Plan amendment that increases residential density be approved by each significantly affected local government when such increase in residential density affects a school, the attendance zone for which straddles Local Government jurisdictional boundaries, if the School Board cannot certify that the school within the attendance zone or zones affected by such Rezoning or Comprehensive Plan amendment can accommodate the additional students that result from the increase in residential density.
- (b) The Orange County Commission enacted Ordinance Number 2006-04 to implement the charter provision described in paragraph (a) above.
- (c) It is the intent of the County and each Municipality to ensure that the staff and the governing body of each local government receive informed comment from the School Board as to whether Net School Capacity will be exceeded at individual schools as a result of a proposed Rezoning or Comprehensive Plan Amendment within or including their attendance boundaries and, if so, the extent to which the proposed Development

Impact will create overcrowding at individual schools where none exists or aggravate existing overcrowded conditions.

(d) A formal process for the prompt review and comment by the School Board on the effect of proposed Development Applications on Net School Capacity is an integral factor of intergovernmental coordination and of effective comprehensive planning, notwithstanding any subsequently imposed school concurrency requirements mandated as a condition of the Applicable Local Government's approval of a Site Plan.

(e) A decision to increase the density or inventory of available residential land use by the approval of a Development Application by the County or a Municipality without an informed consideration of the impact on Net School Capacity at the individual schools affected by the Development Application may result in increased school overcrowding.

(f) Agreement on a process and procedure to determine whether Net School Capacity will be exceeded at individual schools serving proposed Residential Development resulting from Development Application approval is an integral part of the review process and comment opportunity mandated in Sections 163.3177(6)(a), 163.3177(2)(e) and 163.3180(13)(g)6.b., Florida Statutes.

(g) Mandatory application of Section 10 shall be limited to those circumstances detailed in Article VII, section 704B.2., Orange County Charter, and any County Ordinances authorized by and implementing such Charter provision, provided that nothing herein shall relieve any municipality from its statutory obligations to review proposed comprehensive plan amendments as provided Chapter 163, Florida Statutes.

10.5 Process for School Board Review and Comment on Development Application. Whenever the County or any Municipality receives a Development Application for a residential Rezoning that proposes ten (10) or more single-family or fifteen (15) or more multi-family Residential Units, or proposes an amendment to a Comprehensive Plan that would authorize a residential density that would generate one or more additional students, the Applicable Local Government shall forward, within five (5) business days of receipt, such Application to the School Board for a School Capacity Determination. Such Development Application shall include a Development Analysis as described in Section 18.5 of this Agreement. Within fifteen (15) business days of receipt, the School Board shall render in writing a School Capacity Determination.

(a) If the School Board calculates that Net School Capacity at the individual school(s) for each School Type that will serve the attendance boundaries where the proposed development is located will be exceeded, either because there is negative Net School Capacity as calculated pursuant to Section 10.1(g) of this Agreement, or because the number of students proposed to be generated by a development will create a condition of negative Net School Capacity, the School Board shall make a determination of insufficient capacity. Such determination shall be based on an analysis of the educational facilities that would be needed should the proposed Development Application be approved, the existing and planned School Capacity within the School Attendance Zones

impacted by the proposed Development Application, the educational facilities planned in the applicable Capital Improvements Element, and the District Facilities Work Program.

(b) If the results of the School Capacity Determination indicate that the educational facilities planned in the first three (3) years of the applicable Capital Improvements Element and the District Facilities Work Program have the capacity to serve the additional students to be generated by the proposed Development Application, the School Capacity Determination shall state that capacity is available. A School Capacity Determination that capacity is available shall not exempt a Residential Development from complying with the requirement of obtaining a School Concurrency Recommendation pursuant to the requirements of Section 18.

10.6 Result if Net School Capacity Exceeded. Where the School Board makes a determination of insufficient capacity in a School Capacity Determination rendered pursuant to the process provided in Section 10.5, the Applicant may elect to enter into a Capacity Enhancement Agreement with the School Board. Such Capacity Enhancement Agreement will document the Capital Contribution or School Facilities Commitment necessary to mitigate the conditions outlined in the School Capacity Determination.

(a) The Capital Contribution required shall include a present value calculation of the School Impact Fees anticipated to be due upon permitting of the proposed Residential Units plus any additional Capacity Enhancement Mitigation required.

(b) The School Facilities Commitment shall specify the commitment necessary to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program, or to finance the construction of school facilities not in such element or program but still deemed necessary to timely serve the proposed Residential Units.

10.7 Determination of Overcrowding Conditions.

(a) If there is no Net School Capacity as calculated in the definition in Section 10.1(g) above, the impacted individual school or schools are presumed to be overcrowded.

(b) If Net School Capacity at the impacted individual school or schools is insufficient to meet the entire Development Impact of the Residential Development then the individual school or schools are presumed to be overcrowded. In such event, the impacts to be mitigated shall be documented in a Capacity Enhancement Agreement and shall be calculated by subtracting the Net School Capacity at the individual school or schools from the Development Impact of the proposed Residential Development. In such an event, the methodology used to calculate the Capacity Enhancement Mitigation shall be as follows:

$$\text{Capacity Enhancement Mitigation} = (\text{Development Impact-Vested Students}^1) - \text{Net School Capacity} \times \text{Total Cost}^2$$

When:

¹ Vested Students = the number of students generated by the Residential Units allowed under the existing zoning or land use category for the specific parcel which is the subject of the Development Application.

² Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the anticipated cost of school infrastructure needed to provide sufficient permanent capacity to the impacted individual school or schools, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

(c) If the individual school impacted by the proposed Residential Development fails to meet the adopted Level of Service as of the date of the School Capacity Determination, the mitigation required pursuant to the Capacity Enhancement Agreement shall be used to ensure that the overcrowding existing at the time of the submittal of a complete Development Application shall not be aggravated.

10.8 Capacity Enhancement Agreement.

(a) The provisions of this Agreement implementing the Capacity Enhancement process supplement the provisions of the Interlocal Agreement Regarding School Capacity entered into by the School Board, the County, and certain Municipalities effective as of June 21, 2006. To the extent that there is any conflict between the two Interlocal Agreements, the provisions of this Agreement shall prevail.

(b) The School Board shall monitor and enforce the terms of a Capacity Enhancement Agreement. Any mitigation required pursuant to a Capacity Enhancement Agreement remains subject to applicable Land Development Regulations.

(c) A Capacity Enhancement Agreement shall run with the land and shall be recorded in the Official Records Book of the County by the School Board or the Applicant. Upon an Applicant's completion of all requirements and payment of any mitigation due under a CEA, the School Board shall record notice in the Official Records Book of the County that the Applicant has completed such requirements and paid such mitigation.

(d) Each Capacity Enhancement Agreement shall specify the term of said agreement and whether, upon expiration of said agreement, a new Capacity Enhancement Agreement shall be negotiated if the terms of the initial agreement were not satisfied.

(e) If the Capacity Enhancement Agreement constitutes Proportionate Share Mitigation, then the Applicable Local Government shall be a party to such agreement.

10.9 Coordination of the Capacity Enhancement Agreement with Concurrency Management.

(a) The Capacity Enhancement Agreement shall specify the capacity, if any, not subject to review for purposes of obtaining the issuance of a Certificate of School Concurrency pursuant to Section 18 of this Agreement as a consequence of the Capacity Enhancement Mitigation contained in such Capacity Enhancement Agreement. Upon payment of the required Capacity Enhancement Mitigation as calculated in Section 10.7 above, such mitigated capacity shall be considered encumbered for a period not to exceed three (3) years or until Site Plan Approval, whichever comes first.

(b) Any Capacity Enhancement Mitigation paid pursuant to a Capacity Enhancement Agreement, except for the cost of temporary classrooms needed to accommodate the Development Impact until permanent facilities are constructed, shall be credited toward any Proportionate Share Mitigation as provided in Section 19 of this Agreement.

(c) An Applicant may, at the time of submitting a Development Application, request a School Concurrency Recommendation under Section 18 of this Agreement.

(d) Any mitigation required and satisfied under any Capacity Enhancement Agreement shall be credited toward any required Proportionate Share Mitigation as calculated pursuant to Section 19 of this Agreement. In the event the calculated amount of Proportionate Share Mitigation is greater than the value of the mitigation required by such Capacity Enhancement Agreement, the required Proportionate Share Mitigation shall be equal to the amount by which the calculated Proportionate Share Mitigation exceeds the mitigation required under the Capacity Enhancement Agreement.

10.10 Applicability.

(a) The review and comment process contemplated in the terms of this section 10 shall apply to all Development Applications that have not received final approval by an Applicable Local Government prior to the effective date of this Agreement and to all designated phases within a development that have not received final approval prior to the effective date of this Agreement.

(b) The review and comment process contemplated by the terms of this section 10 shall not apply to any Capacity Enhancement Agreement executed prior to the effective date of this Agreement.

Section 11. Educational Plant Survey

Prior to completion of the Educational Plant Survey update, the Technical Advisory Committee shall assist the School Board in an advisory capacity in the preparation of the Educational Plant Survey and five (5) year District Facilities Work Program update by, inter alia, reviewing preliminary drafts, evaluating and making recommendations regarding the location and need for new (or improvements to existing) educational facilities in terms of consistency with the local government Comprehensive Plan and other relevant issues provided for in this Agreement, pursuant to sections 1013.31 and 1013.35, Florida Statutes.

Section 12. Co-location and Shared Use

Co-location and shared use of facilities are important to the School Board, the County and the Municipalities. The School Board, County and each Municipality will meet regularly to identify opportunities to co-locate and share use of school facilities and civic facilities when preparing the School Board's Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the Comprehensive Plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. A separate agreement will be developed for each instance of co-location and shared use which, inter alia, addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues which may arise from co-location or shared use.

Section 13. Establishment of School Concurrency System

13.1 Intent. This Agreement is intended to establish a public school concurrency system consistent with the requirements of sections 163.3177 and 163.3180, Florida Statutes, and other applicable provisions of the Local Government Comprehensive Planning Act of 2005.

13.2 Coordination Agreement. The School Board, the County and the Municipalities agree that the timely delivery of adequate public school facilities at the Level of Service standards adopted in this Agreement and the County's and the Municipalities' Comprehensive Plans requires close coordination among the local governments and the School Board beginning at the level of land use planning, development approval, and school facility planning. Further, the School Board and local governments agree that new school facilities should be planned for and provided in proximity to those areas planned for Residential Development or redevelopment. Further, the School Board shall review and provide a determination on all School Concurrency Determination Applications for the impact of the projected Residential Development on Available School Capacity.

13.3 School Capacity as a Condition for a Development Approval. The School Board, the County, and the Municipalities agree that an application for a Residential Development may be approved only if the School Capacity projected to be needed by the proposed Residential Development is or will be available to accommodate such projected need within the School Concurrency Service Areas at the Level of Service standards specified in this Agreement and the County's and the Municipalities' Comprehensive Plans. A determination of whether School Capacity is available to serve a Residential Development shall be made by the Applicable Local Government upon recommendation by the School Board, consistent with the Level of Service standards adopted in this Agreement and in the County's and the Municipalities' Comprehensive Plans. This determination of availability shall be based upon the criteria established in this Agreement, the District Facilities Work Program and the Public School Facilities Element of the Comprehensive Plan of the Applicable Local Government.

13.4 Local Government Covenants. After the effective date of the Comprehensive Plan amendments and ordinances adopted in accordance with this Agreement, the County and Municipalities agree to undertake the following activities:

- (a) Incorporate the required school concurrency provisions into their Land Development Regulations and their Comprehensive Plans, consistent with the requirements of this Agreement. As an alternative to adopting school concurrency provisions in its Land Development Regulations, any Municipality may elect to be bound by the procedures set forth in this Agreement or may elect to be bound by the County's School Concurrency Ordinance.
- (b) Withhold any Site Plan Approval under the Land Development Regulations of the Applicable Local Government for new Residential Units not exempted under this Agreement until the School Board has reported whether there is Available School Capacity sufficient to serve the Residential Development under review as provided in Section 18 herein.
- (c) Share information regarding population projections, school siting proposals, projections of development and redevelopment, infrastructure required to support public school facilities, and amendments to future land use plan elements as provided in this Agreement.

13.5 School Board Covenants. By entering into this Agreement, the School Board agrees to perform the following activities:

- (a) Annually prepare and update a financially feasible District Facilities Work Program containing a five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule consistent with this Agreement to demonstrate that the adopted Level of Service standards can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area.
- (b) Institute program and/or School Attendance Zone adjustments, as necessary, to maximize the utilization of capacity in order to ensure that each School Concurrency Service Area achieves and maintains the adopted Level of Service standards.
- (c) Plan for, construct, and/or renovate school-related improvements necessary to maintain the adopted Level of Service standards.
- (d) Provide the County and Municipalities with any School Board data, inventory and analysis relating to school concurrency necessary to amend or annually update each Local Government's Comprehensive Plan.
- (e) Adopt a ten (10) and twenty (20) year work program to the extent required by section 1013.35(2)(a), Florida Statutes.
- (f) Review School Concurrency Determination Applications for compliance with concurrency requirements of this Agreement.

- (g) Adopt Proportionate Share Mitigation options for new Residential Development contained in a School Concurrency Determination Application as provided in Section 18 herein.
- (h) Prepare annual reports on enrollment and capacity.
- (i) Provide necessary staff and material support for meetings of the Technical Advisory Committee as required by this Agreement.
- (j) Provide information to the County and Municipalities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.
- (k) Develop, in conjunction with the County and Municipalities, uniform, Level of Service standards for public schools of the same type.
- (l) Develop and implement such internal procedures necessary for review of applications for Residential Development consistent with this Agreement, including a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation. Any procedures developed to implement this provision must be available and reachable on the School Board's website.

Section 14. Development, Adoption and Amendment of Required Comprehensive Plan Elements

The County and the Municipalities have used their best efforts to have adopted the following Comprehensive Plan amendments by April 1, 2008, and continue to use their best efforts to adopt the following Comprehensive Plan amendments, and agree to follow the procedures set forth in this section 14 for any future amendments to the listed Comprehensive Plan elements after adoption:

- (a) A Public School Facilities Element that is consistent with those adopted by the other Local Governments within the County. The Public School Facilities Element must also be consistent with this Agreement and section 163.3177(12), Florida Statutes, and Rule 9J-5.025, Florida Administrative Code.
 - 1. In the event that it becomes necessary to substantively amend its Public School Facilities Element, the County or Municipality wishing to initiate an amendment shall request review through the Technical Advisory Committee prior to transmitting the amendment to the Department of Community Affairs pursuant to section 163.3184, Florida Statutes.
 - 2. To achieve required consistency, the County and each Municipality shall adopt amendments to their Public School Facilities Element in accordance with the statutory procedures for amending Comprehensive Plans.

a. If the County or any Municipality objects to the amendment and the dispute cannot be resolved, the dispute shall be resolved in accordance with the provisions set forth in Section 20 of this Agreement. In such a case, the Local Government proposing to adopt the amendment objected to by one (1) or more of the Local Governments agrees not to adopt the amendment until the dispute has been resolved.

b. Any local public school facilities issues not specifically required by Chapter 163, Florida Statutes, may be included or modified in the Public School Facilities Element by following the normal Comprehensive Plan amendment process.

(b) **Capital Improvements Element.**

1. Once adopted by the School Board, as provided in section 1013.35, Florida Statutes, the annual update of the School District's Facilities Work Program shall be transmitted to the County and the Municipalities. The County and the Municipalities, upon approval by their governing bodies, shall adopt the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule from the District Facilities Work Program into the Capital Improvements Element of their Comprehensive Plans no later than required by statute.

2. Once adopted by the School Board, any amendment, correction or modification to the School District's five (5) or ten (10) year capital improvements schedule or the District Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications shall be transmitted to the County and Municipalities. The County and Municipalities, upon approval by their governing bodies, shall amend their Capital Improvements Elements to reflect the changes at the next annual update to the Capital Improvements Element.

3. The County and the Municipalities, by adopting the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule into their Capital Improvements Element shall have no obligation or responsibility for funding the District Facilities Work Program.

(c) **Intergovernmental Coordination Element.** The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be as set forth in section 163.3184, Florida Statutes.

Section 15. Level of Service Standards

15.1 **Establishment of Level of Service.** To ensure that the capacity of schools is sufficient to support student growth and prevent the overcrowding of schools, the School Board, the County,

and the Municipalities have established the following uniform Level of Service standards for elementary, middle and high schools within each School Concurrency Service Area. The Level of Service standards for each School Concurrency Service Area shall be incorporated in the Comprehensive Plan of the County and each Municipality. However, pursuant to section 163.3180(9), Florida Statutes, the School Board, the County and the Municipalities may adopt interim Level of Service standards for backlogged facilities within long term school concurrency management areas as more fully set forth in Section 15.2 of this Agreement.

(a) Elementary schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area. The Elementary school LOS shall also include Arbor Ridge K-8, Windy Ridge K-8 and grades Kindergarten through 5 of Blankner K-8.

(b) Middle schools: 100% of Adjusted FISH Capacity for each Middle School Concurrency Service Area. The Middle school LOS shall also include grades 6-8 of Blankner K-8.

(c) High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area.

15.2 Long Term Concurrency Management System.

(a) The School Board, the County, and the Municipalities agree to maintain long term concurrency management systems as provided in section 163.3180(9)(a), Florida Statutes. A long term concurrency management system will be adopted in the County's and Municipalities' Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans. The long term concurrency management systems will be reviewed annually and any updates will be adopted in the next available annual update of the County's and Municipalities' respective Capital Improvement Elements, and any other applicable elements. Provided, however, that any additional schools included in a long term concurrency management system as a result of such annual update shall be assigned to a new concurrency management system with a specific end date and shall be required to meet the adopted level of service for the school type by such end date. In no event shall additional schools be added to a previously established long term concurrency management system.

(b) The School Board will develop and include within its District Facilities Work Program, a financially feasible plan to achieve the adopted Level of Service standards within ten (10) years through the construction of additional educational facilities sufficient to accommodate the demand for such capacity. The County and the Municipalities agree to amend the Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans at the next available Comprehensive Plan Cycle to reflect any additional ten (10) year concurrency management systems.

15.3 Capital Improvements Element. By its incorporation of the capital improvement schedule consistent with the latest District Facilities Work Program prepared by the School

Board pursuant to Section 17 of this Agreement, the Capital Improvements Element of the Comprehensive Plans of the County and the Municipalities shall demonstrate that the Level of Service standards will be achieved and maintained within each School Concurrency Service Area by the end of the planning period utilized in the latest District Facilities Work Program, and, where applicable, shall include any Long Term Concurrency Areas. Pursuant to Section 14(b) of this Agreement, each local government shall adopt in the Capital Improvements Element of its Comprehensive Plan the capital improvement schedules included in the District Facilities Work Program adopted by the School Board pursuant to Section 17 of this Agreement.

15.4 Amending Level of Service Standards. The School Board, the County, and the Municipalities shall observe the following process for modifying the adopted or interim Level of Service standards for schools:

(a) At such time as the School Board determines that a change to the Level of Service standards is appropriate, it shall submit the proposed Level of Service standards and the data, inventory and analysis to support the changes to the County and the Municipalities, allowing the County and Municipalities at least ninety (90) days to comment on such proposal.

(b) Upon final approval by the School Board and the governing bodies of the County and Municipalities by approval and execution of an amendment to this Agreement, the modifications to the Level of Service standards shall be incorporated into the County's and each Municipality's Comprehensive Plan no later than the next available Comprehensive Plan amendment cycle for the County and each Municipality.

Section 16. School Concurrency Service Areas

16.1 School Concurrency Service Areas Established. The School Board, County, and Municipalities agree that school concurrency shall be applied on a less than county-wide basis. School Concurrency Service Areas have been established for elementary, middle, and high schools. School Concurrency Service Areas shall consist of one or more contiguous attendance zones. The School Board shall review School Concurrency Service Areas on an annual basis, making recommendations for any changes to School Concurrency Service Area, taking into account population changes, additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within School Concurrency Service Areas.

16.2 Incorporation of School Concurrency Service Areas into Comprehensive Plans. The School Concurrency Service Areas described above may be modified as provided in Section 16.3 below, and shall be included as supporting data and analysis in the County's and the Municipalities' Public School Facilities Element of their respective Comprehensive Plans.

16.3 Modification of School Concurrency Service Areas.

(a) The School Board, the County or any Municipality may propose a modification to the School Concurrency Service Areas, taking into account population changes,

additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within School Concurrency Service Areas. Prior to adopting any change, the School Board must verify that as a result of the modification:

1. The adopted Level of Service standards will be achieved and maintained by the end of the five (5) year (or ten (10) year for backlogged facilities) planning period; and
2. The utilization of School Capacity will be maximized to the greatest extent possible, taking into account transportation costs and state adopted student travel standards, court approved desegregation plans, the impact on School Capacity from committed and approved development, and other factors.

(b) The School Board, the County and the Municipalities shall observe the following process for modifying School Concurrency Service Areas:

1. At such time as the School Board determines that a School Concurrency Service Area change is appropriate considering the above standards, the School Board shall submit the proposed School Concurrency Service Area boundaries with data and analysis to support the changes to the County and the Municipalities.
2. The Local Governments shall review the proposed boundary changes and send their comments to the School District within ninety (90) days of receipt.
3. A change to a School Concurrency Service Area shall become effective upon final approval by the School Board. The County and the Municipalities shall include such change as supporting data and analysis in the County's and the Municipalities' Public School Facilities Elements and any other applicable elements of their respective Comprehensive Plans in the next available Comprehensive Plan cycle.
4. Any geographical boundary change to a School Concurrency Service Area that decreases Available Capacity within a School Concurrency Service Area shall only become effective upon final approval (by resolution) of the School Board and final approval (by resolution) of the affected Local Government(s).

Section 17. School District Facilities Work Program

17.1 Filing Dates.

(a) On or before the adoption of the School Board's annual budget, the School Board shall update and adopt its District Facilities Work Program for public schools in Orange County, in accordance with section 1013.35, Florida Statutes, and as set forth below. As

part of this update, the School Board shall provide a written summary of the infrastructure and improvements necessary to support the District Facilities Work Program, showing changes to the program on a yearly basis.

(b) The School Board shall transmit copies of the tentative District Facilities Work Program to the County and Municipalities for review and comment on or before July 1 of each year commencing after the effective date of this Agreement.

(c) The School Board shall adopt the District Facilities Work Program no later than September 30, and the plan shall become effective October 1 of each year.

17.2 Contents: Level of Service. The District Facilities Work Program shall contain a five (5) and a ten (10) year capital improvement schedule demonstrating that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area. Such five (5) or ten (10) year capital improvement schedule in the District Facilities Work Program shall identify all construction, remodeling or renovation projects and committed and planned revenue sources needed to meet the financial feasibility requirement for each School Concurrency Service Area.

17.3 Contents: Future Planning. As a part of the District Facilities Work Program, and as specified in section 1013.35(2)(a), Florida Statutes, the School Board shall annually adopt a ten (10) and twenty (20) year tentative work plan based upon revenue projections, enrollment projections and facility needs for the ten (10) and twenty (20) year periods. The parties recognize that the projections in the ten (10) and twenty (20) year time frames are tentative and shall be used only for general planning purposes with the exception of the ten (10) year planning period for the Long Term Concurrency Areas described in Section 15 of this Agreement. Upon completion, the District Facilities Work Program and the tentative work plan will be transmitted to the County and Municipalities.

17.4 Amendment of Plan.

(a) The School Board shall not amend the District Facilities Work Program so as to modify, delay or delete any project in the first three (3) years of the program unless the School Board, by a majority vote of its members, provides written confirmation that:

1. The modification, delay or deletion of the project is required in order to meet the School Board's constitutional obligation to provide a County-wide uniform system of free public schools or other legal obligations imposed by state or federal law or constitutional directive; or
2. The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections or growth patterns; or
3. The project schedule or scope has been modified to address concerns of the County or Municipalities, and the modification does not cause the adopted

Level of Service standards to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

4. The School Board determines that there exists a severe financial crisis brought about through a natural disaster or Act of God, war, or changes to anticipated revenues made by the state of Florida and over which the School Board has not control.

(b) Prior to taking any action authorized under this Section 17.4, the School Board shall publish an advertisement in a newspaper of general circulation not less than fourteen (14) days before the matter is presented to the School Board for a vote, and at such meeting, members of the public shall have the opportunity to address the School Board regarding the proposed action. In addition, notice of such meeting must be provided to all parties to this Agreement via U.S. Mail or acknowledged hand delivery not less than fourteen (14) business days prior to such meeting.

(c) If the School Board modifies, delays, or deletes a project in the first three (3) years of the District Facilities Work Program, pursuant to this Section 17.4, the School Board shall provide written notification of such modification, delay, or deletion to the County and the Municipalities via U.S. Mail or acknowledged hand delivery not less at least fourteen (14) days prior to School Board action.

(d) The School Board may amend the District Facilities Work Program to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the District Facilities Work Program, the School Board must demonstrate its ability to maintain the program's financial feasibility.

Section 18. School Concurrency Implementation Procedures

18.1 Agreement to Implement and Maintain Levels of Service.

(a) The County, Municipalities and the School Board shall ensure that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans for each School Type (as may be amended pursuant to Section 15.4 of this Agreement) are maintained consistent with the requirements of this Agreement. No Site Plan Approval shall be issued by an Applicable Local Government unless the Residential Development is exempt from these requirements as provided in this Section of this Agreement, or until a School Concurrency Recommendation has been issued by the School District indicating whether adequate school facilities exist or will exist to accommodate demand for Available School Capacity. Nothing shall prevent the local governments from placing conditions on the Certificate of School Concurrency to validate or render effective the certificate for the purpose of ensuring that necessary facilities will be in place, in order to validate or render effective the certificate.

(b) The School Board and any Applicable Local Government may by separate agreement modify the procedures set forth in this Section 18 for concurrency review as between the School Board and such Applicable Local Government.

18.2 Exemptions. The following residential uses shall be exempt from the requirements of school concurrency:

- (a) Any Residential Development that creates an impact of less than one student.
 - (b) One single-family house, one (1) duplex, and/or one accessory multi-family unit being developed on an existing platted residential lot of record.
 - (c) Any building or structure that has received a Building Permit as of the effective date of the Amended Interlocal Agreement.
 - (d) Any new Residential Development that has Site Plan Approval for a site pursuant to a specific development order approved prior to the effective date of school concurrency, including the portion of any project that has received final subdivision plat approval as a residential subdivision into one (1) dwelling unit per lot.
 - (e) Any amendment to any previously approved Residential Development, which does not increase the number of dwelling units or change the type of dwelling units (e.g., converts single-family to multi-family, etc.).
 - (f) Any age-restricted community that qualifies as one of the three types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b). This exemption shall be applied in conformity with the principles set forth in Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d, 126 (Fla. 2000).
- Provided, however, that any senior housing community or dwelling unit that loses its qualification as housing for older persons shall be required to meet applicable school concurrency requirements in effect at the time the qualification as housing for older persons is lost.
- (g) Alterations or expansion of an existing dwelling unit where no additional dwelling units are created.
 - (h) The construction of accessory buildings or structures which will not create additional dwelling units.
 - (i) The replacement of a dwelling unit where no additional dwelling units are created and where the replacement dwelling unit is located on the same lot. If the type of dwelling unit is different from the original dwelling unit type, the exemption shall be limited to an exemption based on the current student generation rate for the original

dwelling unit type. Documentation of the existence of the original dwelling unit must be submitted to the concurrency management official.

(j) Developments of Regional Impact that have filed a complete application for a development order prior to May 1, 2005, or for which a development order was issued prior to July 1, 2005. This exemption shall expire upon withdrawal, denial, or expiration of the application for a development order. This exemption shall not apply where the developer files a Notice of Proposed Change and/or Substantial Deviation (as provided in statute) to increase the number of Residential Units. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption shall expire for any phase of the development order upon expiration of the development order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the school mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(k) The portion of any Residential Development that, prior to the effective date of school concurrency, is the subject of a binding and enforceable development agreement or Capacity Enhancement Agreement designated as a Capacity Commitment Agreement by resolution of the School Board; however, such exemption shall expire upon expiration of the development agreement, Capacity Enhancement Agreement, extension thereof, or upon any material default of the school impact mitigation conditions of such development agreement or Capacity Enhancement Agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(l) Any Residential Development with a letter from the Applicable Local Government vesting it for purposes of complying with school concurrency, or which would be vested at common law for purposes of such concurrency requirement implemented by this Agreement, provided that the School Board may contest a vested rights determination as provided in the Land Development Regulations of an Applicable Local Government.

(m) Group living facilities that do not generate students and including residential facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse sleeping quarters, dormitory-type facilities for post-secondary students, and religious non-youth facilities, regardless of whether such facilities may be classified as residential uses.

18.3 Determination of Applicability of Exemption. An Applicant filing an application for a determination that a Residential Development is exempt from the school concurrency requirements pursuant to Section 18.2 of this Agreement shall submit to the Applicable Local Government and the School Board, along with any other application requirements, sufficient documentation supporting the exemption that the Applicant claims exempts the Residential Development from the school concurrency requirements implemented by this Agreement. The Applicable Local Government shall determine, within thirty (30) business days from receipt of a

completed application for an exemption, whether the Applicant has satisfied the criteria for the claimed exemption and shall notify the Applicant and the School Board in writing of its determination.

18.4 Application Requirements. Any Applicant submitting a School Concurrency Determination Application with a Residential Development component that is not exempt under Section 18.2 of this Agreement shall prepare and submit a Development Analysis to the Applicable Local Government. The Applicable Local Government shall review the School Concurrency Determination Application for completeness, and forward complete applications to the School Board for its review.

18.5 Development Analysis Content. The Development Analysis shall include:

- (a) The location of the Residential Development, including applicable tax parcel identification numbers;
- (b) The number of Residential Units and unit types (e.g., single-family, multifamily, apartments);
- (c) A phasing schedule (if applicable);
- (d) A vicinity map showing, as applicable, existing and proposed zoning classifications and existing and proposed future land use categories for areas subject to and adjacent to the parcel for which the concurrency approval is sought;
- (e) Any existing request by the School Board or Applicable Local Government for a school site within the parcel;
- (f) Whether the Applicant proposes a school site and the estimated date of availability and the provider for on- and off-site infrastructure;
- (g) Whether and how the Applicant's proposed school site satisfies the school site selection criteria set forth in this Agreement, or for a site in unincorporated Orange County as required in Art. XVIII, Chapter 38, Orange County Code; and
- (h) If an Applicant has previously executed a Capacity Enhancement Agreement, the Applicant must attach a copy of the agreement to the Development Analysis and indicate whether the Residential Development in the application will exceed the capacity provided for in the Capacity Enhancement Agreement.

18.6 Review and Evaluation of Development Analysis. The Applicable Local Government shall transmit the Development Analysis to the School Board, or may require an Applicant to transmit directly to the School Board, for its review under the following review process:

(a) The Applicable Local Government or the School Board may charge the Applicant a non-refundable application fee, which may, in whole or in part, be payable to the School Board to meet the cost of review.

(b) The School Board staff may require additional information from the Applicant.

(c) The School Board staff shall review each Development Analysis in the order in which it is received and analyze whether there is Available School Capacity for each School Type in the affected School Concurrency Service Area to accommodate Development Impact of the Residential Development. Such a review by the School Board shall apply the following criteria:

1. To determine a proposed Residential Development's projected students for the development's projected number and type of Residential Units, the School Board shall determine the number of students projected within the specific School Concurrency Service Area using the school district student generation rate as calculated pursuant to Section 5 of this Agreement.

2. New School Capacity within a School Concurrency Service Area that is in place or under actual construction in the first three (3) years of the District Facilities Work Program will be added to the existing capacity shown in the School Concurrency Service Area, and will be counted to determine Available School Capacity for the Residential Development under review.

(d) Within fifteen (15) business days of receipt of the Development Analysis, the School Board shall have completed its review of the Development Analysis and shall issue a written Preliminary School Concurrency Recommendation.

(e) If the projected student growth from a Residential Development will cause the adopted Level of Service standards to be exceeded in the School Concurrency Service Area, and if Available School Capacity otherwise exists on a district-wide basis, adjacent School Concurrency Service Areas will be reviewed for Available School Capacity.

1. In conducting the Adjacency Review, the School Board shall consider the Available School Capacity in adjacent School Concurrency Service Areas to evaluate projected enrollments. If projected enrollment in one (1) or more adjacent School Concurrency Service Areas does not exceed 95 percent of the adopted level of service and the School District does not exceed 100% of Capacity on a district-wide basis for the School Type measured, the School Board shall issue a School Concurrency Recommendation that School Capacity is available and such capacity shall be available for use by the Residential Development.

2. In the event that the School Concurrency Recommendation is issued based upon Available School Capacity in an adjacent School Concurrency Service Area, the shift of the Development Impact into the adjacent School Concurrency

Service Area shall be documented by describing the method used to shift the Development Impact in the School Board's Preliminary School Concurrency Recommendation Letter.

(f) In the event that there is insufficient Available School Capacity within the first three (3) years of a District Facilities Work Program for the School Concurrency Service Area in which the proposed Residential Development is located and, where applicable, in an adjacent School Concurrency Service Area to accommodate the Residential Development, the School Board shall so state in its Preliminary School Concurrency Recommendation detailing why the Residential Development is not in compliance, and offer the Applicant the opportunity to enter into a sixty (60) day negotiation period to allow time for the mitigation process described in Section 19 of this Agreement. If a proposed mitigation is agreed upon, the School Board shall enter into an enforceable and binding agreement with the Applicable Local Government and the Applicant pursuant to this Agreement.

(g) The School Board may render a Preliminary School Concurrency Recommendation to the Applicable Local Government advising the Applicable Local Government that the School Board and the Applicant have tentatively agreed on a Proportionate Share Mitigation Agreement for the proposed development. The Applicable Local Government may treat such a Preliminary School Concurrency Recommendation as a Final School Concurrency Recommendation finding Available School Capacity exists and may rely on such Final School Concurrency Recommendation to issue a Capacity Encumbrance Letter in accordance with the provisions of this Agreement.

(h) If the School Board finds that there is sufficient Available School Capacity within the subject School Concurrency Service Area, the School Board shall issue a Preliminary School Concurrency Recommendation to the Applicable Local Government and the Applicant so stating. In such event, the Preliminary School Concurrency Recommendation shall also be the Final School Concurrency Recommendation. The Applicable Local Government may then issue a Capacity Encumbrance Letter. The County or the Applicable Local Government shall be responsible for notifying the School Board when a development order for a Residential Development that has received a Certificate of School Concurrency expires or is revoked.

(i) The rendering of a School Concurrency Recommendation by the School Board confirming that Available School Capacity exists shall mean only that school facilities are currently available, and Available School Capacity will not be reserved until the Applicable Local Government issues a Certificate of School Concurrency or its functional equivalent.

(j) The School Board shall develop and implement a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation.

18.7 Capacity Encumbrance and Reservation.

(a) The Applicable Local Government shall issue a Capacity Encumbrance Letter for a Residential Development within twenty-one (21) days from the receipt of a Final School Concurrency Recommendation from the School Board identifying the existence of Available School Capacity. A Capacity Encumbrance Letter issued pursuant to this Section shall be valid for one hundred eighty (180) days from the date of issuance. A Capacity Encumbrance Letter may be extended upon written approval by the Applicable Local Government and notice to the School Board for a period not to exceed an additional one hundred eighty (180) days, provided that the Applicant is able to demonstrate to the Applicable Local Government that the Applicant is proceeding in good faith to obtain necessary development approvals.

(b) Upon Site Plan Approval, the payment of a minimum one third of the Capacity Reservation Fee or all Proportionate Share Mitigation payments (if any), the Applicable Local Government shall issue a Certificate of School Concurrency. Once the Applicable Local Government has issued a Certificate of School Concurrency, Available School Capacity shall be reserved for the Residential Development for three (3) years. On each annual anniversary date of the Certificate of School Concurrency, the Applicant must pay one third of the Capacity Reservation Fee until such fees have been paid in full. Nothing herein shall preclude the Applicant from prepaying in advance any Capacity Reservation Fees required to be paid by this Section. An extension of a Certificate of School Concurrency for a Residential Development beyond the time authorized in Section 18.7(e) below shall require a de novo review for Available School Capacity to be performed by the Applicable Local Government and School Board. To ensure appropriate enforcement of this section, an Applicable Local Government may impose penalties for late or insufficient payments via duly adopted land development regulations.

(c) Any Capacity Reservation Fees paid shall be credited against payment of School Impact Fees.

(d) The Applicable Local Government shall notify the School Board within forty-five (45) days of any failure of any conditions of a Certificate of School Concurrency for a Residential Development.

(e) Upon a showing that an Applicant is proceeding in good faith and has paid all Capacity Reservation Fees the Applicable Local Government and the School Board may agree to extend the term of a Certificate of School Concurrency for up to three (3) additional years.

(f) An Applicant may only obtain building permits in direct proportion to the amount of Capacity Reservation Fees paid.

(g) If, upon the conclusion of the term of the Certificate of School Concurrency and any extensions approved under Section 18.7(d), an Applicant has not (i) incurred extensive obligations or expenses (other than land purchase costs and payment of taxes)

including, but not limited to, legal and professional expenses related directly to the Residential Development or (ii) otherwise substantially changed position in reliance upon the Certificate of School Concurrence, then all reserved or encumbered School Capacity not allocable to units for which building permits have been issued shall become unencumbered and unreserved and a minimum of ninety percent (90 %) of any Capacity Reservation Fees paid shall be refunded to the extent that capacity is no longer reserved. Nothing in this Section shall be interpreted to preclude a Local Government from adopting an ordinance imposing non-transferable and/or non-refundable reservation fees designed to discourage speculation or marketeering in school capacity.

(h) The School Board and any Applicable Local Government may, by separate agreement, modify the procedures for capacity encumbrance and reservation.

18.8 Evaluation of Mitigation.

(a) Upon conclusion of the negotiation period specified in Section 19 of this Agreement, the School Board shall determine whether or not mitigation sufficient to provide capacity to serve the Residential Development has been proposed. If such mitigation has been proposed and agreed to, the School Board shall render a School Concurrence Recommendation documenting that Available School Capacity is or will be available for the Residential Development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the Applicable Local Government, the School Board and the Applicant in a manner consistent with the applicable Land Development Regulations governing developer agreements. Such agreement shall specifically detail mitigation provisions, identify the proposed Residential Development, indicate the financial contribution to be paid by the Applicant, and include any other relevant terms and conditions, including providing for a method of surety in form of a bond or letter of credit in the amount of the contribution, if required.

(b) If mitigation is not agreed to, the School Board shall issue a Final School Concurrence Recommendation to the Applicant and the Applicable Local Government stating how the proposed Residential Development negatively impacts the Level of Service standards in the applicable School Concurrence Service Area and that the School Board and the Applicant were unable to reach agreement on a Proportionate Share Mitigation Agreement.

18.9 School Board Development Monitoring. The School Board shall create and maintain on its website a development review table for each School Concurrence Service Area and for each individual school, and will use the table to compare the projected students from proposed Residential Developments to the School Concurrence Service Area's and each individual school's available capacity programmed within the first three (3) years of the current five (5) or ten (10) year capital planning period. Student enrollment projections shall be based on the first three (3) years of the five (5) or ten (10) year capital planning period and shall be updated annually based on the enrollment counts issued on October 1 of each year. The development review table shall be updated to reflect these counts.

Section 19. Proportionate Share Mitigation

19.1 Intent. In accordance with sections 163.3180(13)(e)1 and 163.3180(13)(f)8, Florida Statutes, in the event that there is insufficient Available School Capacity within a School Concurrency Service Area to meet the demand for School Capacity created by a proposed development, as documented in a School Concurrency Recommendation or in an adjacent School Concurrency Service Area documented in an Adjacency Review, the School Board shall consider Proportionate Share Mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the Developer and the Applicable Local Government to mitigate the Development Impact from the proposed Residential Development by the creation of additional Available School Capacity.

19.2 Calculation of Proportionate Share Mitigation.

(a) When the student impacts from a proposed development would cause the adopted Level of Service standards to be exceeded for a particular School Concurrency Service Area, the Applicant's Proportionate Share Mitigation for the development will be based on the number of additional Permanent Student Stations and additional core and ancillary facilities necessary to meet the Level of Service standards established for the affected School Concurrency Service Area in this Agreement. The amount of Proportionate Share Mitigation will be calculated utilizing the cost per student station allocations for elementary, middle and high school plus the cost of land acquisition, core and ancillary facility requirements and other infrastructure expenditures, including required off-site improvements for school sites, as determined and published annually in the District Facilities Work Program.

(b) The methodology used to calculate Proportionate Share Mitigation shall be as follows:

$$\text{Proportionate Share Mitigation} = (\text{Development Impact} - \text{Available Capacity}) \times \text{Total Cost.}^1$$

Where:

¹Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the estimated cost of school infrastructure needed to provide sufficient Permanent Capacity to the impacted School Concurrency Service Areas, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

19.3 School Impact Fee Credit. Proportionate Share Mitigation shall be credited against the School Impact Fee otherwise due for the Residential Units within a Residential Development as provided for by statute.

19.4 Relationship of Capacity Enhancement Agreements to Proportionate Share Mitigation. To the extent the Residential Development is subject to a Capacity Enhancement Agreement entered into pursuant to Section 10 of this Agreement, the Capital Contribution paid pursuant to such agreement shall be a credit applied to the Proportionate Share Mitigation, as calculated in this Section. Proportionate Share Mitigation calculated pursuant to this Section 19 shall satisfy all mitigation requirements imposed under a Capacity Enhancement Agreement where the Proportionate Share Mitigation equals or exceeds the amount of mitigation required under a Capacity Enhancement Agreement.

19.5 Negotiation Period. Upon issuance of a Preliminary School Contingency Recommendation reporting that the Applicant's proposed Residential Development will exceed adopted Level of Service standards, the Applicant may request a meeting with the School Board to discuss how to mitigate the impact from the Residential Development through the creation of additional Available School Capacity. If the parties agree on a mitigation option deemed to satisfy financial feasibility by the School Board, the Applicant shall enter into a binding and enforceable agreement with the School Board and the Applicable Local Government with jurisdiction over the approval of the Site Plan.

19.6 Proportionate Share Mitigation Projects.

(a) Any Proportionate Share Mitigation must be directed by the School Board to a School Capacity improvement identified in the capital improvement schedule in the financially feasible five (5) year district work plan of the District Facilities Work Program, and in the Capital Improvements Element in the Comprehensive Plan of the County and the Municipalities to maintain financial feasibility based upon the adopted Level of Service standards. If a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to mitigate the impacts from a proposed Residential Development, so long as the financial feasibility of the District Facilities Work Program can be maintained and so long as the Applicable Local Government agrees to amend its Capital Improvements Element to include the new School Capacity improvement.

(b) Mitigation options that provide permanent capacity are subject to School Board approval and may include, but are not limited to:

1. Contribution of land in conjunction with the provision of an additional school site meeting the school siting criteria, or adjacent land for expansion of an existing facility; or
2. Provision of additional Permanent Student Stations through the donation of buildings for use as a primary or alternative learning facility, provided that such building meets the State Requirements for Educational Facilities; or
3. Provision of additional Permanent Student Stations through the renovation of existing buildings for use as learning facilities; or

4. Construction of Permanent Student Stations or core facilities; or
5. Construction of a school in advance of the time set forth in the District Facilities Work Program; or
6. Creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
7. Construction of a charter school designed in accordance with the State Requirements for Educational Facilities and providing Permanent Student Stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board in the event of the closure of the Charter School; or
8. The contribution of funds or other financial commitments or initiatives acceptable to the School Board to ensure that the financial feasibility of the District Facilities Work Program can be maintained by the implementation of the mitigation options.

(c) The value of donated land shall be based upon a written appraisal prepared by an M.A.I. appraiser who was selected from a list of approved appraisers provided by the School Board. The valuation standard utilized by the M.A.I. appraiser shall be the fair market value of the donated land using the land uses and approvals in place prior to the submission of the Residential Development approval that triggered the proportionate share process. The subject land's highest and best use shall be determined without any consideration of any enhanced value of the donated land resulting from approval by the County or the Applicable Local Government of the School Concurrency Determination Application with respect to which the land donation constituted a Proportionate Share Mitigation option.

Section 20. Resolution of Disputes

If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 or 186, Florida Statutes, or the Regional Dispute Resolution Process of the East Central Florida Regional Planning Council. This provision does not prohibit the School Board from contesting a vested rights determination as authorized in section 18.2(f) of this Agreement.

Section 21. Oversight

Oversight and evaluation of the school concurrency process is required pursuant to section 163.3180(13)(g)6.c., Florida Statutes. One or more representatives each of the County Commission, the governing body of each Municipality and the School Board will meet at least

once annually in a joint workshop session at which the public has the opportunity to be heard. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the School Board, the County Commission, and the Municipalities' Commissions or Councils to hear reports regarding the implementation of this Agreement, discuss policy, set direction and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Orange County Public Schools shall be responsible for making meeting arrangements and providing notification. Public notice of these meetings shall be given in order that citizen oversight of the implementation of this Agreement shall be afforded.

Section 22. General Provisions

22.1 **Headings.** The headings or captions used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

22.2 **Severability.** If any part of this Agreement is determined by a Court of competent jurisdiction to be invalid, the part determined to be invalid shall be severed from this Agreement, and the remainder of this Agreement shall continue in force and effect.

22.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

22.4 **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

Section 23. Amendment

Any amendments or modifications to this Agreement must be in writing and must be executed by all parties hereto.

Section 24. Effective Date

This Agreement will be effective within the County and each Municipality upon the adoption of each jurisdiction's Public School Facilities Element and amendments to the other elements of the respective Comprehensive Plans necessary to implement school concurrency. The failure of any or each of the proposed parties hereto to execute this Agreement shall not in any way affect the validity of this Agreement as between the other signatory parties hereto.

Section 25. Execution in Counterparts

This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

"SCHOOL BOARD"

Signed, sealed and delivered in the presence of:

Margita Ruzic
Print name: Margita Ruzic

Angela Koelle
Print name: Angela Koelle

Margita Ruzic
Print name: Margita Ruzic
Angela Koelle
Print name: Angela Koelle

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: Bill Sublette

Name: Bill Sublette

Title: Chair, School Board

Attest: Ronald Blocker
Ronald Blocker, its Secretary and Superintendent

{Corporate Seal}

Date: March 11, 2011

Approved as to form and legality by Eileen D. Fernández, the Office of the General Counsel for the School Board of Orange County, Florida, this 11th day of March, 2011

Eileen D. Fernandez

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by Bill Sublette, as Chairman and Ronald Blocker, as Secretary and Superintendent of the School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said persons (check one) are personally known to me or produced _____ as identification.

Deborah M. McGill



Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission expires: _____

VENDOR AGREEMENT

THIS AGREEMENT is made and entered into between the City of Edgewood, a Florida municipal corporation whose address is 405 Larue Avenue, Edgewood, Florida 32809, and _____ (hereinafter, "Vendor"), a Florida _____, whose principal address is _____.

WHEREAS, Vendor is engaged in the sale and dispensing of alcoholic beverages; and

WHEREAS, Vendor and the City desire that Vendor participate in the City's Farmers Market; and

WHEREAS, Vendor possesses all necessary licenses to sale and dispense alcoholic beverages; and

WHEREAS, the City and Vendor recognize that service of alcoholic beverages present special risks not associated with other types of sales; and

WHEREAS, the City and Vendor, by this Agreement, adopt mutually agreeable conditions and protections related to Vendor's participation in the City's Farmers Market.

NOW THEREFORE, in consideration of the City of Edgewood allowing Vendor to participate in the City's Farmers Market, the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I – INSURANCE

Vendor agrees to procure and maintain in force during the term of the permit, Commercial General Liability insurance with minimum limits of \$2,000,000 aggregate and \$1,000,000 per occurrence to protect against bodily injury and/or property damage relative to Vendor's operation on City of Edgewood property.

A Certificate of Insurance shall be submitted as evidence of the required coverage. Said Certificate shall list The City of Maitland as an additional insured. Said Certificate shall be subject to acceptance and approval by the City of Edgewood.

SECTION II – INDEMNIFICATION

Vendor agrees to indemnify, release and save harmless The City of Edgewood and its employees, officers and agents against any and all claims, costs, demands, damages, judgments,

or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done by Vendor or Vendor's agents, contracts, or employees, in or about the City of Edgewood in connection with the subject matter of this agreement and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

SECTION III – CANCELLATION OF AGREEMENT

Vendor agrees that the City may terminate and cancel this agreement at any time at the City's sole discretion. Vendor further agrees to waive, release, save and hold harmless the City of Edgewood from any and all claims, demands or causes of actions based upon the City's termination of this agreement.

SECTION IV - CONDITIONS

- a. Vendor shall not sale or dispense any alcoholic beverage other than beer and wine.
- b. All sales of alcoholic beverages shall be made in plastic single serving containers no larger than twelve ounces.
- c. Vendor shall comply with all applicable federal, state and local laws and regulations regarding the sale and dispensing of alcoholic beverages.
- d. Vendor guarantees that all sales and dispensing of alcoholic beverages shall take place only within the confines of an area determined by the City and clearly identified by Vendor by use of temporary fencing or roping.
- e. All sales and consumption of alcoholic beverages shall be limited to the premises identified above. No alcoholic beverages will be permitted to be removed from the identified premises by patrons.
- f. Vendor shall insure entrances and exits to the identified premises are manned during all operational hours by applicant staff personnel to insure that alcoholic beverages are contained in the identified premises.

Vendor Signature

Date

Witness:

Date

Witness:

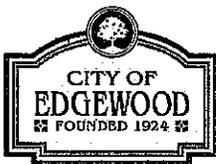
Date

THE CITY OF EDGEWOOD

Ray Bagshaw, Mayor

ATTEST:

Bea Meeks, City Clerk



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

B

TO: Mayor and Council Members

DATE: October 4, 2013

RE: City Hall Operations Update

It has been a while since I have provided you with a status on City Hall operations. Now that we have completed our budget process, I thought it would be a good time to bring you up-to-date.

Finance & Budget

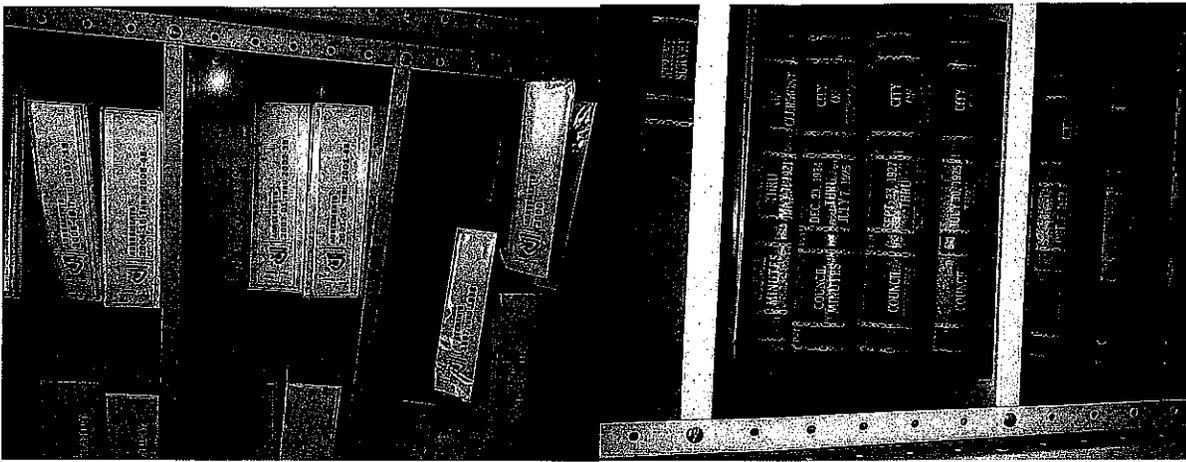
As you know, the final budget hearing was September 17, 2013. Council approved the millage at 4.7000, the same millage as the 2012/2013 fiscal year. All pre and post compliance requirements were met, and the TRIM compliance package was mailed on October 3, 2013. I prepared the final budget packets for all Council Members, Police Chief, Police Clerk, Administrative Assistant and myself. A copy was also provided to our Accounting firm. I entered the budget into Peachtree, printed a report and cross-referenced with the final budget to ensure the information is correct. I know our accounting firm will also review the information for accuracy.

Administrative Assistant Cinnamon Wild is in the process of completing the set-up of the 2013/2014 FY files for accounts receivables and payables. She will also transfer the 2012/2013 fiscal year files to boxes upon receipt of the September 2013 financial statement. The boxes will not be placed in archives until after the audit is complete for the 2012/2013 fiscal year.

Regarding the 2012/2013 FY audit, I spoke to Marji in Tom Reilly's office, and the City's audit should begin in November or December. Marji said she is preparing the planning schedule and should be able to provide me with an audit schedule within the next two weeks.

Records Management

On September 18, 2013, Cinnamon and I attended a presentation regarding records management. The presentation was given by Laserfiche-MCCI. Prior to the presentation, Cinnamon and I met with Clermont City Clerk Tracy Ackroyd, who explained her records management program and the City's partnership with Laserfiche. We also toured her records room.



Agreements are kept in notebooks, and dated for quick reference.

Laserfiche copied and bound the entire City Minutes into books. Each page is in a plastic sheet.

Cinnamon and I learned in our meeting with Tracy that her records management program has been a work-in-progress. She currently has \$12,000 in her budget committed to the City's records management program. She said that there is a record's coordinator in every City Department and they meet quarterly.

Cinnamon and I will be meeting with representatives from Laserfiche to learn more about their services, discuss the needs of the City's records and obtain estimated costs for consideration in the 2014/2015 fiscal year budget.

Cinnamon and Roxanna have been working on the disposition of records that resulted in the disposition of records dating back to 1974. Cinnamon and I dedicate our afternoon on Fridays to this purpose, while Roxanna dedicates her time on Monday when she is here all day. As the City's records custodian, I review all retention and disposition forms and sign off on them allowing the destruction of the records. I also report annually to the Florida Department of State, Division of Library & Information Management Services, per the requirements of the State.

It should be noted that the Police Department maintains control and custody of their records. There are some police personnel files in City Hall. However, my files contain minimal information. When I provide my annual report to the State, I always note that I do not have custody and control of the Police Department's records. I cannot speak to the Police Department's retention and disposition of records, as I do not receive a copy of their schedules nor their annual report for the State.

Personnel

The Mayor is in the process of completing his review of resumes for the accounting position, and has asked me to sit in on the interviews. In the meantime, accounting will continue to be handled by Administrative Assistant Cinnamon Wild.

Insurance open enrollment is complete, and all employees have been provided the necessary information for their HRA (Health Reimbursement Account). Police Clerk Shannon Patterson took care of the open enrollment for the Police Department. I created a spreadsheet that shows all employee deductions. Police Clerk Shannon Patterson is working with me and verifying with all Police personnel that the deductions are correct.

Planning & Development/Permitting

As I have been reporting to you in prior Council meetings, permitting is an ongoing process in City Hall. Some permits require the Engineer and/or Planner's review, some can be stamped for zoning so the applicant can take their application to Orange County to get a permit.

As it relates to planning and development/permitting, please note the following:

- New single family home under construction (Linson Court). I will be providing them with their Invoice for impact fees. A budget amendment will need to be done to show the impact fee revenues.
- Select Medical submitted their site plan, along with application and fees. Due to the time of submittal, review and revision to be done by the applicant, the site plan will not be considered by the Planning & Zoning Board and Council until November.
- Received, reviewed and approved two applications for boat docks.
- The City is making application for a permit for installation of a commercial fence on adjacent property to City Hall.
- Staff is receiving one to five mechanical/plumbing/electrical permit applications weekly. These applications are not reviewed by the City Engineer.
- It is not unusual for me to receive at least one inquiry a day related to zoning and allowable land uses.

Business Tax Receipts (BTR)

Staff sent out over 300 renewal letters in July; to date, 183 businesses have renewed. The receipts to date are approximately \$16,741; the budget for this revenue is \$20,000. Staff assistant Roxanna Sigler processes all the Business Tax Receipts. For those businesses that have not renewed and have not indicated they are no longer in business, Roxanna has provided a list

to Code Enforcement to get businesses to comply. The goal is to have all outstanding renewals in compliance on or before November 30, 2013.

As always, staff met some resistance regarding the paperwork required to a renew business license. Business owners think that once they submit their paperwork that should suffice. As a result of going online to verify hotel/restaurant and alcohol/tobacco license; I held two BTRs until I received confirmation that the business owner applied for renewal of their licenses. If the documentation is not updated, I personally go online to verify all license/registrations of those businesses required to do so through the Department of Business & Professional Regulations and The State of Florida Agricultural and Consumer Services.

Municipal Election

The City's General Election is March 11, 2014. The following two-year terms end:

- Council Member Pam Henley
- Council Member Lee Chotas
- Council Member Michael Hendrix (completing the term vacated by former Council Member Judy Beardslee)

The qualifying period is January 13, 2014 through January 24, 2014. As a result of new legislation, there will be additional financial report(s) to file. The formal announcement of the City's election will be made in the November 19, 2013 City Council meeting, per the requirements of the City Charter. I have drafted a tentative calendar pending the addition of the new financial reporting date(s), as required with new legislation.

Red Light Citations/Hearings

As you know, with your recent adoption of Ordinance No. 2013-03, the City now holds red light hearings in Council Chamber. The hearings are scheduled the fourth Wednesday of every month; to date, two hearings have been held. Although there have been a few glitches, Police Clerks Shannon Patterson, Stacey Salemi and I have worked through them. We have also teleconferenced with GATSO, who has been quick to resolve our issues. To date, we have four hearing requests for October 23, 2013.

Regarding citations, the number of citations has been low for a while, but of late they are rising. Staff saw this as an indication that drivers were being more careful, and the cameras were serving their purpose. I am not sure why tickets have increased unless it is because drivers are new to the area.

Miscellaneous

- Regarding the Comprehensive Plan Amendment, the City has received the comments back from the Department of Economic Opportunity (DEO). Upon receipt of the comments, I forwarded to Planner April Fisher and Engineer Jean Abi-Aoun. They are now working on the revisions to the City's Comprehensive Plan Amendment to satisfy DEO's comments. Please note that DEO did not provide any objections; this is good.
- Boise Cascade is ready to apply for a land use change (R1A to C-3) for the Church property behind their business, which they are in the process of purchasing, if they haven't done so already. They plan to build a storage building there. Given the use that Boise is requesting, they may be required to apply for a special exception. Additionally, because they are not purchasing all of the Church property, they have the option of a lot split or replat to include their new parcel. This can be done once the Comprehensive Plan Amendment has been approved.
- City Staff and Consultant's goal is to bring the revised Comp Plan Amendment to Council in November for approval. If DEO accepts the revisions, the final approval of the Comprehensive Plan Amendment will be on the December agenda.
- The Florida Municipal Insurance Trust (FMIT) worker's compensation self-audit is due on or before November 15, 2013. I have responded to these audits since my tenure with the City.
- The City's road repair project has been completed by Allstate Paving. Allstate made application for payment, which was approved by FEG; the City held 10% as a retainer. The job is now complete. Allstate will make application for the final funds, as I have been provided with all lien releases.
- As required by the Affordable Healthcare Act, I provided all employees with information regarding the insurance marketplace. Lisa Hawkins, Brown & Brown, provided me with the information, which was required to be mailed or electronically emailed to all employees before the October 1 deadline.

Out-of-Office

- Please note that I will be on vacation November 5th – 12th.

As always, please let me know if you have any questions or comments.