



230 North Tubb Street
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Oakland, Florida 34760
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REVISED TOWN COMMISSION REGULAR MEETING AGENDA
JUNE 19, 2018 – HISTORIC TOWN HALL
7:00 P.M.

Persons deciding to appeal decisions of the Commission will need to ensure verbatim records of the proceeding including testimony and evidence as a basis for the appeal (§286.0105).

1. CALL TO ORDER:

Pledge of Allegiance & Invocation

2. ROLL CALL: Town Clerk

Has there been any ex parte communication? **Mayor Stark**

3. PRESENTATION(S):

Introduction of Human Resources Director Nancy Kulscar – **Assistant Town Manager**

4. PUBLIC FORUM:

You may be recognized to address matters not on the agenda. The Mayor may limit each addressee to three minutes.

5. CONSENT AGENDA

- a. Minutes – May 8, 2018 Work Session
- b. Manager’s Report

6. ORDINANCE(S):

FIRST READING, ORDINANCE 2018-07, AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF OAKLAND, FLORIDA, AUTHORIZING A LOAN FROM BRANCH BANKING AND TRUST COMPANY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS AS DESCRIBED HEREIN; AUTHORIZING INDEBTEDNESS OF THE TOWN TO BE EVIDENCED BY A TOWN OF OAKLAND, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2018; AUTHORIZING THE ACCEPTANCE OF THE LENDER’S PROPOSAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **2nd Reading July 10**

7. RESOLUTION(S):

RESOLUTION 2018-09, A RESOLUTION OF THE TOWN OF OAKLAND, FLORIDA, EXTENDING MORATORIUM ORDINANCE NO. 2018-05 THROUGH SEPTEMBER 30, 2018, AND PROVIDING AN EFFECTIVE DATE.

8. OTHER POLICY MATTERS:

- a. Adoption of Oakland Avenue Charter School Tentative 2019 Budget
- b. Award Bid for Construction of Art & History Center
- c. Discussion of Lease Renewal for 301 N. Tubb Street, Suite 114

9. MAYOR & COMMISSION REPORTS:

10. ADJOURNMENT

Any persons with disabilities needing special accommodations should submit a written request to the Town Clerk's Office, Post Office Box 98, Oakland, Florida 34760; phone 407-656-1117 x 2104, at least 48 hours before the meeting time. (*\$286.26*)

MINUTES
TOWN COMMISSION WORK SESSION
TUESDAY, MAY 8, 2018
TOWN MEETING HALL
6:00 P.M.

CALL TO ORDER:

Mayor Stark called the meeting to order at 6:13 p.m.

ROLL CALL:

COMMISSIONERS PRESENT: Commissioner Polland
 Commissioner Ramos
 Commissioner McMullen (arrived at 6:13 pm)
 Vice Mayor Satterfield
 Mayor Stark

COMMISSIONERS ABSENT: None

Has there been any ex parte communication? **None.**

NEW BUSINESS: Discussion of Capital Projects

Assistant Manager Koontz stated that the purpose of the Work Session was to discuss the status of the Town's capital projects. He expressed that receipt of construction bids for the Art and History Center prompted the desire to give an update on all capital projects underway to the Town Commission. (Presentation attached as Exhibit A).

Discussion commenced on three separate capital improvement project areas:

- 1) Transportation Projects
- 2) Utility Projects
- 3) Recreation Projects

Assistant Manager Koontz stated that there will be an item on the Consent Agenda during the regular meeting following the Work Session, to address the Town of Oakland Art and History Center.

Transportation / Roundabout

Assistant Manager Koontz pointed out that the Roundabout is the "elephant in the room" right now. We have talked to Orange County Commissioner Betsy VanderLey and Chris Testerman to ask for some County funding for the Roundabout. The location of the Roundabout is at Jones Road, Old Highway 50, and Oakland Avenue. It will re-align Old Highway 50. All of the necessary land has been acquired from Meritage and about 90% of the design is complete. Permitting is

underway. The estimated construction cost is 1.5 million dollars, but that is just construction, not design.

Mayor Stark asked Public Works Director Parker what the beginning cost estimate was for the Roundabout. Mr. Parker replied that it was in the range of \$600,000-\$700,000 much lower than the total Meritage impact fees, which was not a big deal several years ago.

Mayor Stark reported that there will be another meeting on May 23rd with Chris Testerman, and all the key players in Orange County, to discuss the Roundabout and the Art and History Center.

Assistant Manager Koontz commented that funding for the Roundabout has been identified. Total impact fees for Oakland Trails at 295 lots will be \$900,000 when completely built out. 80-90 permits have already been pulled. To date, about \$300,000 in impact fees have been collected for transportation. Construction time is based on impact fees from development buildout and collection of impact fees from other projects.

Pulte will start building in June, over a three-year timeline, with \$467,000 in impact fees. The Longleaf Developer is working on his project financing, and the Town will require \$500,000 upfront at permitting of the first structure. Hull Island will have to pay half of the impact fees for the first 112 lots at plat generation. That will be around \$150,000 and will take 6-8 months. Racetrac will generate some transportation impact fees. Impact fee funding is out there, but we are dependent on it coming in over a period of time.

Mayor Stark asked if Eagles Landing was participating. Assistant Manager Koontz stated Lake Apopka Sound is partially in Oakland (20 lots known as Eagles Landing) and the remainder is in Lake County. Our agreement is that the developer must pay half of the transportation impact fees at platting. That will bring in \$100,000 once development gets underway. We have enough money to fund the Roundabout project at 1.5 million dollars, but it really comes down to timing.

Assistant Manager Koontz stated that we need to use everything up front if the Roundabout project is to get off the ground, then we can address the next transportation project, which will likely be Motomassek Road. Commissioner Pollard asked about the chances that Orange County will assist in funding the Roundabout. Mayor Stark replied that it is the Town's point of view – and based on conversations with Commissioner Vanderley and Chris Testerman, that this is a County road and while the Town of Oakland is taking responsibility for the Roundabout, there is an expectation that Orange County will contribute. The upcoming construction is Oaklands, but we are definitely not the only community utilizing the road. Mayor Stark stated that her expectation is that the County will put something towards this project, and that she is waiting to see what is in the County budget.

Discussion ensued regarding whether the developer was going to help with the Roundabout. Assistant Manager Koontz replied that there was not anything in the Meritage Development

Agreement to put money upfront, but they gave up right of way. Public Works Director Parker reiterated that Meritage gave up land for both the future Roundabout and the Trail. He stated that it is not just the County road that we are working on with this project, there is also a Trail realignment which Meritage will benefit from as well. The Town is working with Meritage on an amendment to their Development Agreement that will allow Meritage to lock in their transportation impact fees right now if they elect to pay them upfront. We are working on getting the terms of that language together so that it can be brought before Commission.

Mr. Parker stated that he believed the impact fees that we would collect from the development project would cover the Roundabout based on the initial estimate. Assistant Manager Koontz replied that he anticipated that the impact fees coming from Meritage would have covered the initial projection cost of \$600,000. At a cost of 1.5 million dollars, that will not be enough for the Roundabout.

There was Orange County funding for a roundabout at Roberson Road in the County until they realized the hard numbers of what it would cost. They underestimated that one too. This isn't something unique to Oakland. There was discussion regarding the costs for transportation roundabouts experienced by other communities. Winter Garden backed out of three roundabouts and have others on hold due to the cost. Assistant Manager Koontz related that Windermere is working on a roundabout that came in at \$2.7 million because of extensive utility work that needs to be done.

Assistant Manager Koontz reported that Town Staff met with Lake County and their planning people and Commissioner Parks, and a lot of the planned property is now within the City of Clermont. They need to have discussions with Clermont and Lake County regarding improvements.

Commissioner Polland asked about what to expect beyond Motomassek. Assistant Manager Koontz indicated that yes there needs to be improvements in that area. Mayor Stark commented that our commitment to Oakland Avenue was not to widen it in any way. There could be some turning lanes added, but she thought that the Town is looking to any development to pay for those improvements. Assistant Manager Koontz agreed with the Mayor.

Assistant Manager Koontz stated that the mobility study had some future plans on possibility some future roundabouts on Motomassek and on Tubb Street, but those can be more of a long term kind of situation versus just trying to move the traffic through. Mayor Stark commented that she is all for a Roundabout for Tubb Street, but the other two things are our most immediate need. When things start going in on Highway 50, development is definitely going to take care of those improvements. Commissioner Polland stated that he is not comfortable depending on Impact Fees from future buildings that have not happened and may not happen for a very long time. If we move into a recession, Oakland Park may not happen for years, and he does not want to count on those impact fees for the roundabout.

Assistant Manager Koontz ran the numbers based on what we currently have pending for transportation impact fees and it's close to \$3 million without build-out in Oakland Park. Commissioner Ramos commented that without Oakland Park, we have about \$2.4 – 2.5 million total.

Assistant Manager Koontz did a projection and ran out five years and then future years, and figured Oakland Park out six or seven years into the future. He commented that we are looking at more like 80-100 new houses per year between the three subdivisions, and then Oakland Park adding to that along with the apartments. His plan is to try to come up with some ideas as we move along will allow the Town to identify projects and come up with a five-year plan.

Mayor Stark stated that anything coming in from now on has to happen on the front end.

Assistant Manager Koontz stated that the next priority would be Motomassek after the roundabout. It would coincide with the Oakland Park development. Vice Mayor Satterfield wanted to know an estimate of cost for Motomassek. Public Works Director responded that current estimates are about \$750k for construction. Based on a two-lane divided median strip, and some drainage. He reminded Commission that the Town is 50/50 on construction. The Town is doing 100% of the design. That is what the agreement is. Mayor Stark reminded Commission and Staff that Winter Garden has committed \$250,000.00.

Assistant Manager Koontz stated that we have the mobility study and Planner Marder did a good job in getting that funded through MetroPlan. While we have that study and it is fresh, the idea is to try and work through MetroPlan and Orange County to get some smaller projects on our work list. I was looking through the MetroPlan and it seems most of the money is going to the counties, but Oakland may be able to get in on some smaller projects. He spoke of some intersection improvements and sidewalks. Connectivity could be improved through sidewalks. The Mobility Study called for an entry along the trail to Tubb Street to connect that cemetery loop that is coming through the Pulte property through Sadler. That would be another way we could seek some funding. We could connect the businesses that are coming along Tubb Street with the Trail. Those were some things that longterm ideas we can try to get into their work plan to try and get some funding for design and construction. If those projects sound reasonable to the Commission, he would like to work with MetroPlan and get those into their work plan. He suggested using whatever resources we can to try and get some funding for these projects.

Mayor Stark thought that using Metroplan as another funding source was a great idea. The Mayor would like a sidewalk that connects to the brick building behind the Chevron. There was a suggestion of putting something at the roundabout that designates it as the Town of Oakland.

Mayor Stark apologized to Assistant Manager Koontz for changing the subject, but thought this a great opportunity to talk about the Town logo. She advised against changing the Town logo. At this point, it is imbedded in our culture. She asked if all the Commissioners agreed. She

suggested documenting that it was a local resident that did that logo for free. And it has been our logo for about 20 years. Everyone agreed that the logo has stood the test of time and has become a very recognizable brand with the Town of Oakland.

Assistant Manager Koontz stated that the next three projects he is working on with Director Parker are keeping those utility projects out in front, such as the sewer and water utility projects. Director Parker is working through the replacement of water lines based off the Turnpike changes.

Assistant Manager Koontz stated that the next couple of points are capacity and distribution along Gulley and the construction of an additional production well. As some of these developments are coming in, Director Parker is looking at additional places where we might be able to add to the system so that we might be ahead of the game.

Director Parker commented that the distribution system improvements listed are driven by the development that we are experiencing. The water master plan that the Town built four years ago was constructed based on the 2008 sewer system density. The units per acre was changed, we added multi-family. There are going to be residential bottlenecks and we need to get in front of this before all these homes come online and there are big service demands morning and evening water. We are seeing it already. But as we move forward, we have got to get ahead of the curve.

Director Parker stated that we are staying on that projected curve of our population now, regarding construction of an additional production well. In four years, when these homes are built, if the economy stays good and people are going to live there, we only have two production wells to send water to the system. If we had to take the larger of the two offline for any reason, the little well down in Speer Park will not keep up with demand. We are looking at different sites for a new production well, and we will be leaning on developers to provide land and perhaps some construction for that.

Commissioner Polland asked Director Parker if this has all changed from a year ago, when you said this new water plant would carry everything we needed. Director Parker responded that the water plant was built based on the conditions that were in place in the master plan from 2008. After that, as the recession ended and development started to pick up, we made improvements that we thought would be sufficient. And that was before JPA, before the increased densities. We are now looking production-wise at a new water well in 10 years, and we need to do these distribution improvements to get behind the curve. We have alternatives. We are going to make the developers pay for it.

Director Parker commented that we are making the developers install reclaimed water systems at their expense. Once we have a reclaimed water plant we can switch that over. Once we put those improvements in place we can go live and switch over.

Assistant Manager Koontz stated that one area we are looking at is a lift station at Railroad Avenue. It is cost prohibitive to do it now, but we are going to have to look at it on both sides of Town. All of this is going to take some investment but it needs to get started.

Assistant Manager Koontz spoke of miscellaneous improvements related to development. Some things will have to be funded up front. We will work with developers, but we have to have funds to leverage these improvements. The right of way along Sadler Road and the future reclaim system network are necessary. We need funding on the Town side. We have \$2.5 Mil from the State and we would like to keep that going. We have to be able to leverage that. Director Parker stated that we have to look at extending things when the developers first come in and we have opportunities for expansion.

Assistant Manager Koontz moved on to Stormwater projects. The Town has a large grant for the Phase 2 of Midtown Drainage. We want to continue that and find additional grant money. Motomassek Canal through that JPA, there are some responsibilities we have for shoring it up to drain properly. There are also improvements at several existing intersections. By having these on paper, we can talk to MetroPlan and DEP and others to help us leverage Town funds.

There was further discussion including recreation. The two main projects, Cemetery Loop (Dead Man's Curve) and the Art and History Center. Pulte is doing part of Cemetery Loop through their development efforts, and then taking it down Sadler to create a loop that joins back into the West Orange Trail. The right of way along Sadler has not been acquired. This could be included with trail improvements on Tubb Street. We can bring more people into the heart of Oakland via the Trail, bring more recreation traffic into the interior of Town. We do not have funding established for this, but we want to be eligible in the future as we bring in these recreation impact fees. The main thing about recreation impact fees will be the Art and History Center.

Assistant Manager Koontz read through the key points on the Art and History Center. Construction bids have been received. Total construction costs are estimated at \$1.2 million, which will include additional site work and furnishings. That would be an additional \$100,000 or more. The costs do not include displays for historic artifacts. The Arts and Cultural Affairs Grant is \$225,000 (extension expires January 15, 2019). This project will require \$1 million in financing. Assistant Manager Koontz recommended tax exempt financing to receive the most favorable interest rates, but this could limit any "for profit" activities in the future, such as a concession. Financing is 10 years with an opportunity for prepayment of the loan after five years, or some agreed upon term. The recreation impact fees that we are looking at from these developments, including Oakland Park, will generate approximately \$1.2 million over the next 5-7 years based on the current approved development. This is a loan against the general fund, but we can use impact fees to pay back the loan. However, if development slows, we need to have between \$120,000 - \$140,000 annually to meet debt service. If impact fees come in strong, we can discharge this debt away and use the recreation impact fees for something else like trails. Recommendation is to have the Commission move forward on this to propose approval of

financing and construction of the project on June 19, 2018, which is actually moving the Commission Meeting up one week. Financing will be discussed first, then the bids.

Mayor Stark commented that there is a lot to think about. We will be asking for funding from Orange County and others since the Center sits on the Trail. The Mayor thanked Staff for the presentation.

ADJOURNMENT

Having no further discussion in the Capital Projects Work Session, Mayor Stark adjourned the Work Session at 7:01 pm.

TOWN OF OAKLAND:

KATHY STARK, MAYOR

ATTEST:

KIMBERLY GAY, TOWN CLERK



**Dennis Foltz Town Manager
Manager and Staff Reports**

DATE: June 19, 2018
TO: Town Commission
FROM: Dennis R. Foltz, Town Manager
SUBJECT: Town Manager Staff Report

Public Works: No Report

Planner Marder: No Report

Oakland Nature Preserve:

Human Resources: No Report

Principal Pamela Dwyer:

Finance Becky Rotroff: No Report

Police Chief Thomas: No Report

Town Clerk Kim Gay: No Report

Assistant Town Manager Koontz:

Town Manager Foltz:

Interlocal Agreement for Oakland Park – Staff continues to review the proposed interlocal agreement with Winter Garden and expect to bring the item to the Commission in July.

My Schedule – I will be out of town from June 25-July 6 but will be reachable by phone/email/text.

ORDINANCE NO. 2018-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF OAKLAND, FLORIDA, AUTHORIZING A LOAN FROM BRANCH BANKING AND TRUST COMPANY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS AS DESCRIBED HEREIN; AUTHORIZING INDEBTEDNESS OF THE TOWN TO BE EVIDENCED BY A TOWN OF OAKLAND, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2018; AUTHORIZING THE ACCEPTANCE OF THE LENDER'S PROPOSAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE TOWN OF OAKLAND, FLORIDA:

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Part II, as amended and supplemented, the municipal home rule charter of the Town of Oakland, Florida, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Town Commission (the "Town Commission") of the Town of Oakland, Florida (the "Town") has determined that it is necessary and desirable and in the best interest of the inhabitants of the Town to finance the costs related to furnishing all labor, materials and equipment to construct a multi-purpose building, primarily functioning as an art and history center, together with other facilities, fixtures and furnishings related to the building (collectively, the "Project").

B. The Town Commission has determined that it is necessary and desirable to borrow funds under a loan to finance the Project (the "Loan") and has received proposals from interested financial institutions in response to the Town's Request for Letters of Interest dated May 11, 2018 to provide the financing for the Project.

C. Based on recommendations from Ford & Associates, Inc., the Town's financial advisor (the "Financial Advisor"), the Town Commission hereby authorizes the acceptance of the proposal from Branch Banking and Trust Company (the "Lender") dated May 30, 2018 to finance the costs of the Project which contains the terms and provisions that are most favorable for the Town; and

D. Amounts due under the Loan will be evidenced by the Town's Capital Improvement Revenue Note, Series 2018 (the "Note") authorized herein.

E. The debt service on the Note shall be a limited obligation of the Town payable from and secured solely by a covenant to budget and appropriate in its annual budget, by amendment, if necessary, non-ad valorem revenues of the Town in an amount sufficient to pay principal and interest when due on the obligation and capital gifts, if any, received by the Town and dedicated to the Project.

SECTION 3. AUTHORIZATION OF THE INDEBTEDNESS. The Town is authorized to borrow an amount not to exceed \$1,000,000 for the purpose and secured as specified above, evidenced by the Note, to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption or prepayment and to have such other characteristics as shall be provided by subsequent resolution of the Town Commission prior to delivery. The Town Commission may adopt a specific resolution (including any resolutions supplemental to such resolution), supplemental to this Ordinance, which sets forth the fiscal details of the indebtedness and other covenants and provisions necessary to evidence its obligation to repay such indebtedness to the Lender.

SECTION 4. APPROVAL OF TERM SHEETS AND/OR CONTRACTS. The Town hereby delegates to the Town Manager or the Assistant Town Manager, upon the advice of the Financial Advisor and Bryant Miller Olive P.A., the Town's bond counsel, the authority to accept the proposal and negotiate the terms and provisions of any contract or loan agreement between the Town and the Lender, such contract or loan agreement to be brought to the Town Commission for authorization and approval.

SECTION 5. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

[Remainder of Page Intentionally Left Blank]

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and enactment.

ENACTED after reading by title at a regular meeting of the Town Commission of the Town of Oakland, Florida, held in Town Hall, Oakland, Florida, on this 10th day of July, 2018.

Mayor

ATTEST:

Town Clerk



Planning & Zoning Department
301 North Tubb Street, Suite 114
Oakland, Florida 34760
407.656.1117 ext. 2107 - 407.656.2940 (fax)
jmarder@oaklandfl.gov

To: Town Commission
From: Jay R. Marder, Town Planning & Zoning Director, Dennis Foltz, Town Manager
Subject: Development Moratorium – Extension
Date: June 19, 2018

BACKGROUND INFORMATION

On March 13, 2018 the Town Commission approved Ordinance No. 2018-05, the development moratorium ordinance. The moratorium applies to new building/architectural review and new site plan/subdivision review. Exempted processes include annexation, comprehensive plan amendment and rezoning.

The original schedule optimistically provided that Urban Design Guidelines could be scheduled as follows:

- Appearance Review Board: June 11
- Planning and Zoning Board: June 19
- Town Commission: July 10 and 24

Michael A. Morrissey and Tara Salmieri of PlanActive Studio are drafting the urban design guidelines and revising the Gateway Corridor Overlay District consistent with the intent of this moratorium. On May 30, 2018 the draft Urban Design Guidelines were for the Town's leadership and other interested parties.

Extending the Development Moratorium. The Town's consultant team continues to work diligently on the guidelines. Notwithstanding, Staff recommends that the schedule to complete the Urban Design Guidelines be revised as follows:

- ARB: August 7
- P&Z August 21
- TC: September 11 and 25

A graphic representation of the proposed schedule is attached. As such, the development moratorium on new building/architectural review and new site plans/subdivision plans should be extended through September 2018.

RECOMMENDATION

Town staff recommends adoption of a resolution to extend Moratorium Ordinance No. 2018-05 through the month of September 2018.

Attachments:

- Resolution to Extend Development Moratorium
- Moratorium Ordinance No. 2018-05
- Revised Urban Design Guideline Schedule

RESOLUTION No. _____

**A RESOLUTION OF THE TOWN OF OAKLAND,
FLORIDA, EXTENDING MORATORIUM
ORDINANCE NO. 2019-05 THROUGH SEPTEMBER
30, 2018, AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town of Oakland adopted Moratorium Ordinance 2018-50 on March 13, 2018; and

WHEREAS, the Town of Oakland is developing Urban Design Guidelines and plans on adopting such guidelines by the end of September 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Commissioners of the Town of Oakland, Florida, that

SECTION 1. Moratorium Ordinance No. 2018-50 shall be extended to September 30, 2018.

SECTION 2. This Resolution shall take effect immediately upon its adoption by the Town Commission.

Adopted this ____ day of _____, 2018.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2018.

KATHY STARK, MAYOR

ATTEST:

KIMBERLY M. GAY, TOWN CLERK

Ordinance

2018-05

No. _____

AN ORDINANCE OF THE TOWN OF OAKLAND, FLORIDA, ADOPTING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PLANS RELATING TO DEVELOPMENT IN THE TOWN OF OAKLAND PENDING THE ADOPTION OF DESIGN STANDARDS FOR DEVELOPMENT WITHIN THE TOWN AND PROVIDING FOR THE TERMINATION OR A POSSIBLE EXTENSION OF THE MORATORIUM BY RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Oakland is in the process of reviewing, revising and drafting new design standards for development within the Town; and

WHEREAS, in furtherance of its process of review, revision, and drafting, the Town of Oakland has hired an architect and planner to assist the town with design standards for new development within the Town; and

WHEREAS, the Town of Oakland finds it in the best interests of its citizens to enact an ordinance declaring a temporary moratorium on the acceptance and processing of development applications and plans relating to development in the Town as a land-use tool to promote effective planning and to preserve the status quo during this review, revision, drafting and adoption process; and

WHEREAS, the Town of Oakland finds that using this planning tool will prevent development inconsistent with its pending changes in design standards for the Town in progress.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF OAKLAND, FLORIDA:

SECTION 1: MORATORIUM. The Town of Oakland hereby enacts a temporary moratorium on the acceptance and processing of development applications and plans relating to development in the Town of Oakland for a period of four (4) months pending the completion of the review, revision, drafting and adoption of new design standards for development in the Town of Oakland. If the review, revision, drafting and adoption of the Town's new design standards are complete before the end of the four (4) month period, the moratorium may be lifted by the passage of a Resolution. Similarly, if the Town's review, revision, drafting and adoption of the Town's new design standards are not complete before the end of the four (4) month period, the moratorium may be extended by the passage of a Resolution.

SECTION 2. CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.



SECTION 3. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance on which shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

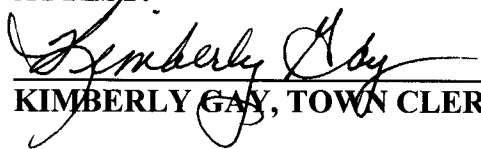
PASSED AND ADOPTED THIS 13th DAY OF MARCH, 2018.

TOWN OF OAKLAND:




for KATHY STARK, MAYOR

ATTEST:

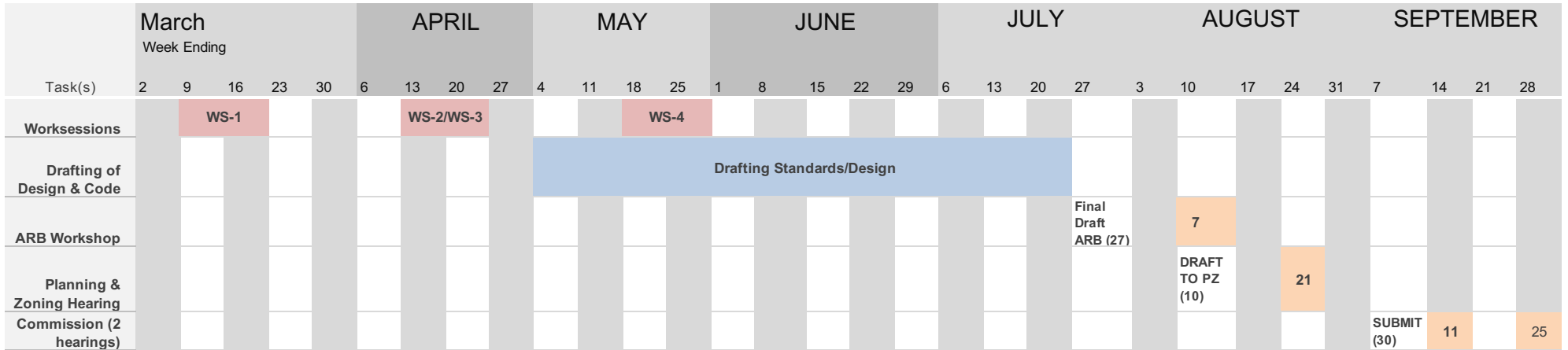

KIMBERLY GAY, TOWN CLERK

APPROVED TO FORM:


J. E. MILLS, TOWN ATTORNEY



GCO Overlay & Design Guidelines Schedule





Dennis R. Foltz, AICP
Town Manager

DATE: June 19, 2018
TO: Town Commission
FROM: Dennis R. Foltz / Steve Koontz
Re: Oakland Avenue Charter School Budget

BACKGROUND:

Approval of the Tentative Budget for the Oakland Avenue Charter School for FY 2019 (July 1, 2018 to June 30, 2019)

DISCUSSION:

Summary of the Fiscal Year 2019 budget:

- The budget is balanced with \$4,467,338 in revenues and expenses
- The FEFP revenue is based on 525 students
- Total Expenses exceed Total Revenues by \$13,338 requiring the use of Reserves to balance the FY 2019 Budget
- The budget includes increased funding for:
 - Salary raises of up to 3%
 - A new Instructional Coach position
 - A School Resource Officer that will be provided by the Oakland Police Department
 - The installation of the new modular buildings and the lease payments
 - The expansion of the keyless security access system

RECOMMENDATION:

Approve the Tentative Oakland Avenue Charter School Fiscal Year 2019 Budget

OAKLAND AVENUE CHARTER SCHOOL

BUDGET FISCAL YEAR 19

Tentative Approval June 19, 2018

	<u>Budget FY18</u>	<u>Tentative Budget FY19</u>	<u>Budget Variance</u>
3000001 · REVENUES			
3300000 · Revenue From State Sources			
3310000 · Florida Education Finance FEFP	2,417,601	2,388,147	(29,454)
3310001 · Florida Teacher's Lead Program	0	0	0
3310002 · Instructional Materials	42,172	41,611	(561)
3310005 · Safe Schools	13,398	28,659	15,261
3310006 · SAI	114,956	124,209	9,253
3310007 · ESE Guaranteed Allocation	87,491	136,707	49,216
3310009 · Digital Classroom Allocation	9,862	7,814	(2,048)
Reading Allocation	23,540	22,530	(1,010)
Total 3300000 · Revenue From State Sources	2,709,020	2,749,677	40,657
3344000 · District Discretionary Lottery	0	0	0
3396000 · Class Size Reduction	695,145	678,373	(16,772)
3397000 · Charter School Capital Outlay	155,134	262,500	107,366
3400000 · Revenue From Local Sources			
3411000 · Millage	525,000	570,000	45,000
Total 3400000 · Revenue From Local Sources	525,000	570,000	45,000
3495000 · Miscellaneous Revenue			
3425000 · Rental Income	27,000	33,000	6,000
3495001 · Field Trip Revenue	35,000	35,000	0
3495002 · Commissions/Donations	24,000	3,000	(21,000)
3495003 · Volunteer Hours Revenue	1,000	0	(1,000)
3495004 · Yearbook	5,400	4,000	(1,400)
3495008 · Miscellaneous Revenue - Other	6,000	3,000	(3,000)
3495009 · Reserves	7,510	13,338	5,828
PTO Fund Raising	23,000	27,000	4,000
Total 3495000 · Miscellaneous Revenue	128,910	118,338	(10,572)
3999999 · FOOD REVENUES			
3261000 · School Lunch Reimbursement	30,000	30,000	0
3262000 · School Breakfast Reimbursement	7,500	7,500	0
3450000 · Food Service Sales Revenue	60,000	50,000	(10,000)
Total 3999999 · FOOD REVENUES	97,500	87,500	(10,000)
Total 3000001 · REVENUES	4,310,709	4,466,388	155,679

	<u>Budget FY18</u>	<u>Tentative Budget FY19</u>	<u>Budget Variance</u>
Other Income			
3430000 · Banking Interest			
3430001 · General Fund Interest	750	750	0
3430002 · Lunch Account Interest	50	50	0
3430004 · BBVA Compass Interest	150	150	0
Total 3430000 · Banking Interest	<u>950</u>	<u>950</u>	<u>0</u>
Total Other Income	<u>950</u>	<u>950</u>	<u>0</u>
Net Other Income	<u>950</u>	<u>950</u>	<u>0</u>
Total Revenue	4,311,659	4,467,338	155,679
Expense			
1005000 · INSTRUCTION EXPENSES			
5100000 · Basic Instruction FEFP K-12			
5100100 · Basic Instructional Salaries	1,371,692	1,240,588	(131,104)
5100130 · Remedial Education	22,987	23,677	690
5100140 · Substitute Teacher	35,900	16,377	(19,523)
5100160 · Testing Support	0	0	0
5100210 · Basic Instructional Retirement	24,136	27,810	3,674
5100220 · Basic Instruct Social Security	103,850	94,653	(9,197)
5100230 · Basic Instruct Group Insurance	270,270	254,800	(15,470)
5100240 · Basic Instruct Workers Comp	14,000	14,000	0
5100250 · Basic Instruction Unemployment	5,000	5,000	0
5100360 · Instructional Rentals/Licensing	30,000	35,000	5,000
5100390 · Field Trips	35,000	35,000	0
5100510 · K-5 Education Supplies	12,000	15,000	3,000
5100520 · K-5 Textbooks	15,000	50,000	35,000
5100530 · Basic Education Periodicals	1,500	4,000	2,500
5100590 · K-5 Educational Materials	20,000	20,000	0
5100730 · Gen Fund Returned Check & Fee	150	100	(50)
Total 5100000 · Basic Instruction FEFP K-12	<u>1,961,485</u>	<u>1,836,005</u>	<u>(125,480)</u>
5200000 · Exceptional Student Education			
5200100 · ESE/ESOL Salaries	110,631	128,950	18,319
5200210 · ESE/ESOL Retirement	2,988	2,988	0

	Budget FY18	Tentative Budget FY19	Budget Variance
5200220 · ESE/ESOL Social Security	7,584	15,623	8,039
5200230 · ESE/ESOL Group Insurance	20,790	13,741	(7,049)
5200310 · Speech and Occupational Therapy	31,000	45,000	14,000
5200510 · ESE Materials and Supplies	250	250	0
Total 5200000 · Exceptional Student Education	173,243	206,552	33,309
Total 1005000 · INSTRUCTION EXPENSES	2,134,728	2,042,557	(92,171)
1006000 · INSTRUCTIONAL SUPPORT SERVICES			
6100000 · Pupil Personnel Services			
6100390 · Law Enforcement/Safe Schools	13,012	60,000	46,988
6120000 · Guidance Services			
6120100 · Guidance Services Salaries	25,541	51,082	25,541
6120210 · Guidance Services Retirement	1,231	1,231	0
6120220 · Guidance Serv Social Security	977	1,954	977
6120230 · Guidance Serv Group Insurance	4,158	4,550	392
6120510 · Guidance Supplies	300	300	0
Total 6120000 · Guidance Services	32,207	59,117	26,910
6130000 · Health Services			
6130100 · Health Services Salaries	8,667	9,450	783
6130220 · Health Services Social Security	166	181	15
6130510 · Clinic Supplies	300	300	0
Total 6130000 · Health Services	9,133	9,931	798
Total 6100000 · Pupil Personnel Services	54,352	129,048	74,696
6200000 · Instructional Media Services			
6200310 · IT Services	36,916	39,000	2,084
6200350 · Computer & Technical Repair	1,000	1,000	0
6200510 · Media/Computer Supplies	15,000	15,000	0
6200511 · Other	0	0	0
6200512 · Computer Leases	27,400	26,000	(1,400)
Total 6200000 · Instructional Media Services	80,316	81,000	684
6400730 · Instructional Staff Training	5,000	5,500	500
Total 1006000 · INSTRUCTIONAL SUPPORT SERVICES	139,668	215,548	75,880
1007000 · GENERAL SUPPORT SERVICES			
7100730 · District			
7100790 · Prorated Holdback	200	200	0
7100730 · District - Other	130,808	130,808	0
Total 7100730 · District	131,008	131,008	0

	<u>Budget FY18</u>	<u>Tentative Budget FY19</u>	<u>Budget Variance</u>
7200000 · SAC/Commission Administration			
7200730 · SAC Board Training	1,000	250	(750)
Total 7200000 · SAC/Commission Administration	<u>1,000</u>	<u>250</u>	<u>(750)</u>
7300000 · School Administration			
7300110 · School Admin Salaries	97,830	101,508	3,678
7300160 · School Admin Clerical Salaries	94,692	98,057	3,365
7300210 · School Admin Retirement	3,344	5,508	2,164
7300220 · School Admin Social Security	14,396	14,905	509
7300230 · School Admin Group Insurance	16,632	18,200	1,568
7300320 · School Leaders Liability Ins	25,000	25,000	0
Total 7300000 · School Administration	<u>251,894</u>	<u>263,178</u>	<u>11,284</u>
7500000 · Fiscal Services			
7500310 · Audit Fees	18,000	18,000	0
7500510 · Fiscal Services Supplies	500	500	0
7500730 · Accounting and Payroll Fees	20,000	20,000	0
7500810 · Management Fees	190,000	190,000	0
7500811 · Volunteer Dinner	1,000	500	(500)
Total 7500000 · Fiscal Services	<u>229,500</u>	<u>229,000</u>	<u>(500)</u>
7609100 · Transfer In	0	0	0
7609400 · Transfer Out	0	0	0
7600000 · Transfers - Other	0	0	0
Total 7600000 · Transfers	<u>0</u>	<u>0</u>	<u>0</u>
7700000 · Central Services			
7720000 · Information Services			0
7720370 · Postage/Website/Parent Communic	8,000	8,000	0
7720380 · Yearbook	5,500	5,500	0
7720390 · Advertising	350	350	0
Total 7720000 · Information Services	<u>13,850</u>	<u>13,850</u>	<u>0</u>
7730000 · Staff Services			
7730310 · Attorney Fees- HR	4,000	2,500	(1,500)
7730330 · Travel/Conference/Per Diem	1,000	1,000	0
7730331 · Membership - Charter Schools	2,500	2,500	0
7730390 · Fngprnt/Drug Test/Phys/Trainin	2,000	2,000	0
Total 7730000 · Staff Services	<u>9,500</u>	<u>8,000</u>	<u>(1,500)</u>
7750000 · Data/Computer Processing			
7750643 · Capitalized Computer Hardware	20,000	25,000	5,000

	Budget FY18	Tentative Budget FY19	Budget Variance
7750644 · Non-Cap Computer Hardware	5,000	22,500	17,500
Total 7750000 · Data/Computer Processing	25,000	47,500	22,500
7760000 · Internal Services			
7760360 · Office Equipment Lease	18,500	18,500	0
Total 7760000 · Internal Services	18,500	18,500	0
Total 7700000 · Central Services	66,850	87,850	21,000
7800000 · Pupil Transportation Services			
7800100 · Pupil Transportation Salaries	1,000	1,000	0
7800220 · Pupil Transportation Social Sec	38	38	0
7800350 · Bus Maintenance	1,500	1,500	0
Total 7800000 · Pupil Transportation Services	2,538	2,538	0
7900000 · Operation of Plant			
7900100 · Custodial Salaries	81,728	74,534	(7,194)
7900220 · Custodial Social Security	6,252	5,702	(550)
7900230 · Custodial Group Insurance	24,948	18,200	(6,748)
7900240 · Custodial Workers Comp	9,000	9,000	0
7900310 · Contract Custodial Services	5,000	5,000	0
7900320 · Property Insurance	25,000	25,000	0
7900350 · Plant Maintenance	10,000	10,000	0
7900370 · Communications	14,000	14,000	0
7900380 · Water/Trash	14,000	14,000	0
7900430 · Electricity	110,000	110,000	0
Modular Lease	0	33,600	33,600
7900510 · Custodial Supplies	8,000	8,000	0
Total 7900000 · Operation of Plant	307,928	327,036	19,108
8100000 · Maintenance of Plant			
8100350 · Repairs/Preventative Maint	91,067	91,067	0
8100510 · Maintenance Supplies	6,000	6,000	0
8100630 · Facility Capital Improvement	50,000	173,000	123,000
Total 8100000 · Maintenance of Plant	147,067	270,067	123,000
9200360 · Facility Rental	720,000	720,000	0
Total 1007000 · GENERAL SUPPORT SERVICES	1,857,785	2,030,927	173,142
4107600 · FOOD SERVICES			
7600100 · Food Service Salaries	69,882	68,793	(1,089)
7600220 · Food Service Social Security	5,346	5,263	(83)
7600510 · Kitchen Supplies	10,000	10,000	0

	Budget FY18	Tentative Budget FY19	Budget Variance
7600570 · Food Service Food	90,000	90,000	0
7600730 · Food Service Fees and Permits	1,000	1,000	0
7600731 · F/S Returned Check & Fee	250	250	0
Total 4107600 · FOOD SERVICES	176,478	175,306	(1,172)
6690000 · Reconciliation Discrepancies			0
9100790 · Donations	3,000	3,000	0
Total Expense	4,311,659	4,467,338	155,679
			0
Net Ordinary Income	0	0	0



DATE: June 19, 2018

TO: Town Commission

FROM: Mike Parker/Steve Koontz/Dennis R. Foltz

Re: Art and History Center Bid Award

BACKGROUND:

In June of 2016 the Town was a recipient of a \$225,000.00 grant for assistance in constructing a new civic facility on the site of the former "little white house". The grant funding was provided by the Orange County Arts and Cultural Facilities Department, and is administered by the United Arts of Central Florida organization.

The facility was envisioned to become a vibrant new addition to the town center area, as it would provide a new venue that would be used primarily as a local history center, and would also be used as a location for other art and cultural purposes. It would also provide much needed public restrooms and a small concession area that could be used by visitors to the West Orange Trail, as well as by our own local residents. At the time, and based on a conceptual design, a budget of \$600,000.00 was developed based on current construction costs in the area at the time.

After negotiations with the original concept designers failed, the Town enlisted the aid of R. Miller Architecture to develop the final design and to assist us with development of plans and specifications needed to move forward. Concurrently, and in an effort to prequalify construction companies that would actually be qualified to construct such a facility, the Town advertised a Request For Qualifications in May, 2017.

Subsequently the Town Commission approved four companies as qualified to submit bids for construction. In the meantime, the Town submitted for an extension to the grant funding to avoid losing the \$225,000.00.

Eventually plans and specifications were finalized and the four companies were asked to submit bids. Two of the firms did not submit bids. The other two companies submitted bids that were roughly 30% higher than our budget and Architect's estimate of \$800,000.00. In July 2017, the Commission elected to reject both bids and directed staff to re-engage the architect in design modifications that could potentially lower the construction costs.

In November 2017, and after the recovery efforts associated with Hurricane Irma, another request was made to the United Arts Board for extension of the grant. We were informed at that time there would be no more extensions.

The plans were "value engineered" and advertised for bids again in March, 2018. There were seven prospective plan holders, however only two bids were received. This is a sign of the times.

Since April, staff has worked diligently on a finance plan that will allow for construction of the facility, and one that will also not be a burden on our existing residents. The new homes currently being constructed will provide the necessary funding through the collection of Impact Fees.

DISCUSSION POINTS:

1. The value engineering effort did in fact reduce the cost somewhat and it did not drastically change the overall function or appearance of the facility.
2. Base bids submitted.

Base Construction	\$1,297,925.00
Ovation Construction, Inc.	\$1,036,800.00

3. Staff and the Architect have reviewed both bids and found them to be in conformance with specifications. Likewise, both bidders are qualified to perform the work.
4. We must adhere reasonably close to the construction schedule or face the possibility of losing the \$225,000.00 grant from United Arts.
5. The financing plan allows for immediate commencement of construction, and removes the fiscal burden from our current residents.
6. This construction contract is for the building only. Site work, hardscape, and the septic system will be separately programmed into the FY 2018/19 budget. Historical displays will also be budgeted separately and at a later date. The exterior restrooms will be completed and fully operational with this construction contract.

RECOMMENDATION: Staff, in agreement with R. Miller Architectural, recommends the Commission award Bid # 18-02, Oakland Art and History Center, to Ovation Construction, Inc. for construction of the new cultural facility, contingent on the Second Reading of Ordinance 2018-07 (“Financing Plan”), on July 10, 2018.



Town Clerk
220 N. Tubb Street
Oakland, Florida 34760
407.656.1117 ext. 2104 - 407.656.2940 (fax)
kgay@oaklandfl.gov

To: Town Commission
From: Kim Gay, Town Clerk, Dennis Foltz, Town Manager
Subject: Lease Renewal at 301 N. Tubb Street, Suite 114
Date: June 19, 2018

BACKGROUND INFORMATION

In June 2017, the Town leased space at 301 N. Tubb Street, Suite 114 for the Planning and Zoning Department. The lease commenced on July 1, 2017, for 1 year at \$1,000.00 per month.

DISCUSSION:

The lease for 301 N. Tubb Street, Suite 114 is up for renewal on July 1, 2018. The property owner has increased the rent by \$50.00 per month for a total of \$1,050.00 per month for the next year.

RECOMMENDATION

The Town still needs this space for the Planning and Zoning Department to continue functioning. Staff recommends approving renewal of the lease at the amount of \$1,050.00 per month, from July 1, 2018 through June 30, 2019.

Staff also requests that the Town Manager be given authorization to approve future extensions of this lease, if necessary.

OAKLAND TOWN CENTRE

LEASE AGREEMENT Renewal

LEASE CONTRACT DATE	June 15th 2018	LEASE TERM	12 months
LEASE START DATE	July 1st 2018	LEASE END DATE	June 30th 2019
SECURITY DEPOSIT	Paid		
LEASE RATE	12 mo \$1050/m		

LESSEE

COMPANY NAME	City of Oakland	CONTACT PERSON	Jay Marder
DOOR CODE	5555	EMAIL ADDRESS	jmarder@oaklandfl.gov
PHONE NUMBER	407.656.1117		

PROPEPTY ADDRESS 301 N Tubb Street, Oakland FL 34760, SUITE 114

Street address or location of leased area to be used and occupied by the Lessee for professional office/wholesale purposes only for a term of 12 months.

Lessee agrees to pay a late payment penalty of \$40 of any monthly rental installment not received by Lessor on or before the first day of each month. Rent payment must be made by one check or one money order. Payments may not be made in third party checks, nor in cash. If the rent is paid on the 2nd day of the month a late fee of \$40 shall be due as additional rent, plus a late fee of \$5 per day starting on the third day of each month. If rent is not received by the first day of the month, Lessor may serve a Three Day Notice on the next day or any day thereafter. We reserve the right to refuse payment after expiration of our demand. All late payments must be made by a cashier's check or a money order. If your check is dishonored by your bank you must pay us a service charge of \$25, plus any accrued late charges. Any payment that Lessee owes Lessor is rent under this Lease. All payments made shall first be applied to outstanding balances of any kind including late charges and/or any other charges due under this Lease and demand will be made for unpaid rent balance.

Rent can be sent to Oakland Town Centre or direct deposited to the following account:

Bank of America; Routing number: 063100277 Account number: 229055882517

OAKLAND TOWN CENTRE

The following express stipulations and conditions are made part of this Lease:

1. The prompt payment of the rent for said premises upon the dates named and the faithful observance of the terms and conditions printed upon this Lease are the conditions upon which the Lease is made and accepted. The tenant, upon the payment of the rent and performance of all other terms hereof, shall have quiet and peaceful enjoyment of the demised premises, subject to the terms of this Lease.
2. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee or anyone else arising from the bursting or leaking of water or gas pipes or from any act of negligence of any person. Lessee is encouraged to obtain Personal Liability & Business Insurance policy for contents coverage.
3. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered un-tenantable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days there from. If said premises are not rendered tenantable within said time, it shall be optional with party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.
4. All additions , fixtures or improvements which may be made by Lessee, except moveable furniture, shall become the property of the Lessor and remain upon the premises as part thereof, and be surrendered with the premises upon termination of this Lease.
5. If the Lessee shall abandon or vacate said premises before the end of the term of this Lease, or shall suffer the rent to be in arrears, the Lessor may, at their option, declare immediately due and payable the entire unpaid rent for the balance of the term and forthwith cancel this Lease or she may enter said premises as the agent of the Lessee, without being liable in any way therefore, and re-let the premises with or without any furniture or merchandise that may be therein as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents and if the full rental herein provided shall not be realized by Lessor over and beyond the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency. The Lessee does hereby irrevocably pledge all personal property and chattels located on the premises as well as one (1) month's rent as collateral and security for said rental payments. Lessee shall notify Lessor with 60 days advance notice before end of term lease for renewal or nonrenewal.
6. The Lessee agrees to maintain the premises in good condition, including without limitations, the interior of **Suite 114** and hallways and bathrooms. Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the property to be used for any unlawful purpose. The tenant further agrees to make no alterations to the subject premises without the express written consent of the Lessor. The tenant also agrees to keep noise level at a minimum in order to not bother other tenants in the building.
7. Lessor shall pay and discharge all ad valorem real estate taxes, special assessments, drainage taxes, and all other taxes assessed against the demised premises during the terms of this Lease by any governmental authority having jurisdiction to levy such taxes upon the demised premises.

OAKLAND TOWN CENTRE

8. Lessee hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said terms excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to said Lessor immediately upon demand any damage to water apparatus, or electric light or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee.
9. Lessor reserves the right to enter on the premises at reasonable times to inspect them. If Lessee decides to put a new lock on the door a key has to be given to the Lessor.
10. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein. If the tenant shall default in the performance of any covenant of this Lease on his part to be performed, and should such default continue for a period of fifteen (15) days, the landlord may terminate this Lease and the tenant will forfeit all rights hereunder. At the termination of forfeiture of this Lease Agreement, the tenant agrees and covenants to deliver and peacefully surrender to the landlord the demised premises in good condition.
11. The Lessor and Lessee hereby mutually covenant and agree that should either party default in the terms and provisions of this Lease agreement, said defaulting party will pay all court costs and attorney fees of the party seeking to enforce the terms hereof.
12. When the landlord or the tenant is required or desires to give notice to the other in connection with and according to the terms of this Lease, including election to exercise any rights hereunder or give notice of any default, such notice shall be addressed and forwarded as follows:

LESSOR:

OAKLAND TOWN CENTRE
Po Box 540383
Orlando FL 32854

Attn: Kyle Williams
Property Manager
PH: 407-963-5511
EM: oaklandtowncentre@gmail.com

Or at such other address as may be designated in writing by either party or both parties in the manner designated or the giving notice hereunder.

All notices required, or which may be given hereunder, shall be considered properly given if in writing and personally delivered, or if sent by certified United States Mail, postage prepaid, with return receipt requested to the above stated address. The effective date of such notice shall be the date personally delivered or if sent by mail, the postmark thereon.

13. No smoking is allowed in the building. No pets are allowed in the building.
14. Lessee agrees to normal use of electricity. Normal is considered 2 computers and printers and 2 additional laptops. Examples of excessive use would be a refrigerator, freezer, sun-tanning bed etc. Any excessive use will require an additional utility fee TBD.

OAKLAND
TOWN CENTRE
PO BOX 540383 Orlando FL 32854
407-963-5511 oaklandtowncentre@gmail.com

OAKLAND TOWN CENTRE

15. Lessee is entitled to use rear building designated parking spaces only, for office personnel and visitors.
16. Lessee shall not display any signs, lights or markings to the exterior of the building without prior approval. Radio or Television aerials or satellite dishes shall not be placed or erected on the roof or exterior.
17. Rent includes cost of Electric, Water, Garbage, Building Maintenance. Rent also includes common restrooms in hallway.
18. SECURITY DEPOSIT. A security deposit of **\$1000** was collected in June 2017 by Lessor. The Security Deposit will cover expenses to repair damages above and beyond normal use of the leased office space, any provided furnishings, or any other areas of the building. The security Deposit will also be applied towards any outstanding rents at the time this lease agreement ends or if it is broken.

This Contract shall be binding upon and shall inure to the benefit of the parties their respective assigns, successors, heirs and personal representative.

LESSOR

OAKLAND TOWN CENTRE
Kyle Williams, Property Manager

LESSEE

City of Oakland