REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: **Monday, June 16, 2014**
TIME: **6:00 p.m.**
PLACE: **Town Hall Commission Chambers**
409 Fennell Blvd., Lady Lake, Florida

ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING

AGENDA*

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE: Mayor Ruth Kussard

D. INVOCATION[1]: Pastor Dave Stull – North Lake Presbyterian Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G. CONSENT[3]:

1. Minutes – June 2, 2014 – Regular Commission Meeting

2. Budget Amendment to Establish Budgets for Various Grants, the Avenida Central Resurfacing Project, and Line Item Adjustments (Jeannine Michaud)

3. Budget Amendment to Use the Library Impact Fees to Pay the Library Loan Instead of Special Revenue (Jeannine Michaud)

H. OLD BUSINESS:

4. Consideration and Approval of Replacement of HVAC Systems for the Town Hall Server and UPS Rooms (John Pearl)

I. NEW BUSINESS:

5. Review/Discussion of Draft Ordinance Pertaining to Regulations and Prohibitions of Medical Marijuana Dispensaries, Non-Medical Marijuana Sales, and Cannabis Farms in the Town of Lady Lake (Thad Carroll)

6. Consideration of Renewing the Town Manager's Employment Contract, and if Renewed, Consideration of Annual Evaluation and COLA/Merit Performance Adjustment (Kris Kollgaard)

J. TOWN ATTORNEY'S REPORT:

7. Ordinance No. 2014-04 – First Reading – Amending the Town of Lady Lake Land Development Regulations (Ordinance No. 94-08); Chapter 1, Article III – Regarding Merging the Parks & Recreation and Tree & Beautification Boards into the Parks, Recreation and Tree Advisory Committee; and Changes to the Technical Review Committee (TRC), Economic Development Advisory Committee, and Special Magistrate (Thad Carroll/Mike Burske)

8. Resolution No. 2014-112 – First/Final Reading – Authorizing the Town Manager to Execute and Sign the State of Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement (C.T. Eagle)

K. TOWN MANAGER'S REPORT:

L. MAYOR/COMMISSIONER'S REPORT:

M. PUBLIC COMMENTS[4]

N. ADJOURN

***Back up for agenda items is available on the Town's website at www.ladylake.org or contact the Town Clerk at (352) 751-1571.**

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact the Clerk's Office at least two (2) days prior to the meeting and an interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD), please call (352) 751-1565. Any handicapped person requiring special accommodations at this meeting should contact the Clerk's Office at least two (2) days prior to the meeting.

Advice to the Public: If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105)

Please be advised that one or more members of any other Town Board or Committee may be in attendance of this meeting.

NS/Word/Town Clerk/Agendas - Commission Meeting – 06-16-2014

---

[1] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[2] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[3] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[4] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

G-1

MINUTES OF THE REGULAR MEETING
OF THE LADY LAKE TOWN COMMISSION
LADY LAKE, FLORIDA
June 2, 2014

The regular meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida with Mayor Ruth Kussard presiding. The meeting convened at 6:00 p.m.

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE: Mayor Ruth Kussard

D. INVOCATION[i]**:** Minister Matt Malott – New Life Christian Church

E. ROLL CALL: Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Mike Burske, Parks and Recreation Director; Chief Chris McKinstry, Police Department; John Pearl, I.T. Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC COMMENTS[ii]

Mayor Kussard asked if anyone in the audience would like to speak on any item. There were no comments.

G. ANNOUNCEMENT:

1. <u>Announcement of Qualifying Period (Mayor Ruth Kussard)</u>

Mayor Kussard read the announcement of the qualifying period as follows: *There is hereby declared a general election for the offices of Town Commissioner for Wards Two and Four for which an election shall be held on November 4, 2014, in Lady Lake, Florida. Candidates for the office of Town Commissioner for Wards Two and Four of the Town of Lady Lake, Florida must qualify for office by filing a written petition pursuant to Section 10.02 of the Town of Lady Lake*

Charter with the Town Clerk, to be submitted beginning June 16, 2014 at 12:00 noon and ending June 20, 2014 at 12:00 noon.

H. CONSENT[iii]:

2. <u>Minutes</u> – May 19, 2014 – Regular Commission Meeting

Upon a motion by Commissioner Richards and a second by Commissioner Vincent, the Commission approved Consent Item #H-2, by a vote of 5 to 0.

I. OLD BUSINESS: There was no old business.

J. NEW BUSINESS:

3. <u>Consideration and Approval of the New "Distracted Driving Policy" (Tia O'Neal)</u>

Town Manager Kris Kollgaard stated that Human Resource Director Tia O'Neal was conducting a training session in the Police Department and she gave the background summary for this agenda item (on file in the Clerk's Office) in her place. She stated that distracted driving is an epidemic on America's roadways with texting and cell phone use behind the wheel taking your eyes off the road, your hands off the wheel, and your focus off of driving and putting lives in danger.

Ms. Kollgaard stated that employee safety is the Town's number one priority; therefore, via the Distracted Driving Policy, the Town will no longer tolerate texting or talking on a hand-held or hands-free phone while operating a Town vehicle or when using a Town-issued cell phone while operating a personal vehicle. If an employee must use their cell phone, they must pull over to the side of the road to safely complete the call or text. Ms. Kollgaard reported that this policy was recommended and approved by the Town's PRM Insurance Attorney Donovan Roper, as it will help protect the Town against liability. She stated that Town Attorney Derek Schroth has recommended an addition to the policy and asked him to review the proposed change.

Mr. Schroth stated that the Town should have an exception for emergency situations and read the proposed language addition to the policy as follows: *This policy does not apply to emergency situations where pulling over to make a cell phone call is not feasible. Emergency Situation is defined as reporting of a crime, reporting of an accident, or reporting of any matter to prevent harm or injury to person or property.* Mr. Schroth stated that if there is a situation where there is an emergency, then an employee would not be violating Town policy with this exception added.

Ms. Kollgaard stated that this policy is for general employees, as the Police Department employees will have their own policy due to the fact they have computers in the police cars, etc.

Commissioner Hannan stated that texting is a separate issue from talking on a cell phone, and that talking on a hands-free cell phone is not much different from talking to a passenger in a car. He suggested that the Town could provide hands-free devices such as a voice activated Bluetooth and that he is not in favor of the Town legislating personal behaviors.

Ms. Kollgaard stated that PRM Insurance considers that hands-free cell phone usage is still a distraction. She stated that this is for employees driving Town vehicles using Town issued cell

phones, or employees driving personal vehicles using Town issued cell phones, and does not govern what employees do on their own time. This policy will protect the Town against liability for using Town issued cell phones in Town vehicles or personal vehicles.

Commissioner Richards stated he is totally in favor of this policy and agrees that talking on a cell phone, even hands-free, is a distraction, and employees should pull over if they need to use them.

Commissioner Holden and Mayor Kussard also agreed.

Commissioner Vincent stated he was in favor of the policy to protect the Town against liability as per the insurance company.

Upon a motion by Commissioner Richards and a second by Commissioner Holden, the Commission approved the New "Distracted Driving Policy" with the language addition as noted above by the Town Attorney, by a vote of 5 to 0.

4. Consideration for the Lady Lake Soccer Association to Host Their Annual British Soccer Camp on June 23-27, 2014 at the Rolling Acres Sports Complex and to Donate the Field Rental Fees to the Lady Lake Soccer Association for Scholarships for the Fall Season (Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's office). He stated that the Lady Lake Soccer Association is seeking permission to once again host their summer British Soccer Camp through Challenger Sports and that the camp gives area children the opportunity to learn soccer skills from very skilled coaches, as they did last year. He stated that by watching how the camp was coordinated through the years, he believes that it is a benefit to the community.

Mr. Burske reported that all participants are given a soccer ball at the camp, and if they sign up early, are also given a shirt, or uniform. He stated you can visit the Challenger Sports website at www.challengersports.com for more information on who they are and what they teach. He stated that Challenger Sports provides their own insurance and also provides background checks for all of the coaches.

Mr. Burske reported that if approved, Challenger Sports will pay the fee to rent the fields, and last year, the Town donated the field rental fee to the Lady Lake Soccer Association to assist those who are unable to pay to play soccer in the fall season. He stated the funds would come in too late to help those who are unable to pay for the camp. The fee for the use of the fields could amount up to $1,050.00, plus $73.60 for tax, as it was last year. Mr. Burske reported that the soccer camp grew from around 35 in 2011 to around 80 in 2012, and was approximately 40 in 2013.

Commissioner Hannan asked if there were any changes from last year.

Mr. Burske replied that there were no changes, and that Challenger Sports sponsored a camp in The Villages and he will note if it effects the number of participants in Lady Lake this year.

Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the Consideration for the Lady Lake Soccer Association to Host Their

Annual British Soccer Camp on June 23-27, 2014 at the Rolling Acres Sports Complex and to Donate the Field Rental Fees to the Lady Lake Soccer Association for Scholarships for the Fall Season, by a vote of 5 to 0.

5. Consideration to Advertise a Request for Qualifications for the Design of the Rolling Acres Sidewalk Project Phase II (Mike Burske)

Parks and Recreation Director Mike Burske gave the background summary for this agenda item (on file in the Clerk's office). He stated that the Parks and Recreation Director is seeking permission to advertise a Request for Qualifications for design services for the Rolling Acres Road Sidewalk Project Phase II. Mr. Burske reported that the areas to be designed are as follows: This project includes the design of a 5 ft. wide sidewalk along the north side of Oak Street from Clay Avenue to CR 25 (1,020 ft.) and along the west side of CR 25 from Oak Street to Griffin Avenue (3,350 ft.). He stated that drainage design will be required, including minor ditch re-grading, removal of existing drainage structure, and inclusion of drainage inlets and Mitered End Section (MES). Mr. Burske stated that additional improvements include the construction of driveways (both concrete and asphalt), curb and gutter, curb ramps and pedestrian landings, the removal of an existing retaining wall, and the construction of a gravity wall with guiderail. He stated that all crosswalks, sidewalks, and pedestrian ramps will adhere to ADA standards; and improvements include detectable warning surfaces and required signing and pavement markings.

Mr. Burske stated that the project includes improvements at the intersection of CR 25 at Griffin Avenue, and includes installation of pedestrian signals, push button detectors, installation of traffic loops, updating traffic controller and signal timing to include new pedestrian phasing, and sidewalk connections to existing sidewalk. He stated that no additional ROW is anticipated, but that Utility coordination and adjustment is required and will be evaluated for reimbursement based on the final design.

Mr. Burske stated that project funding shall be reduced to an amount equal to the award of the actual design contract cost. The Town has been awarded $36,000.00 for this project. The copy of the F.D.O.T. letter from November 6, 2012 is attached for review of what the F.D.O.T. is going to design and construct as part of this project.

Mr. Burske noted that the F.D.O.T. will be putting in a crosswalk to the McDonald's across the street.

Commissioner Hannan asked if the new sidewalk on Rolling Acres Road will have to be torn up when the road is widened.

Mr. Burske replied that the sidewalk was designed and placed where it was in the hope that it would not have to be torn up when the road was widened. He agreed that if they did tear it up, F.D.O.T. would have to replace it.

Commissioner Richards asked if the design engineer on the first project bid on this, would he be evaluated on the matrix under experience and qualifications and knowledge.

Mr. Burske replied that he mentioned this, but they did not indicate interest.

Ms. Kollgaard asked if it was due to the last minute changes requested by the County.

Mr. Burske agreed with Commissioner Richards that it was due to the elevations that should have been considered in the design.

Commissioner Vincent asked for clarification on the sidewalk from CR 25 to Griffin to Oak Street.

Mr. Burske replied that traffic signals will be installed at Griffin, and there is an existing sidewalk in front of the post office, but a new sidewalk will be installed from the post office to Oak Street, which is almost to the Race Track gas station.

Upon a motion by Commissioner Richards and a second by Commissioner Hannan, the Commission approved the Request for Qualifications for the Design of the Rolling Acres Sidewalk Project Phase II, by a vote of 5 to 0.

6. <u>Consideration and Approval of Replacement of HVAC Systems for the Town Hall Server and UPS Rooms (John Pearl)</u>

I.T. Director John Pearl gave the background summary for this agenda item (on file in the Clerk's office). He stated that the current climate control systems in the Town Hall server room are undersized. These systems have not been able to maintain an adequate or consistent cooling set point, and this has created several operational and management challenges.

Mr. Pearl stated this project will provide a redundant, properly sized three-ton cooling capacity for the Town Hall server room and an additional two ton system for the Town Hall UPS room. He stated that the Town will "piggy-back" on the Duval County Public Schools RFP No. 3-12/LG, dated August 16, 2011, and that the complete RFP documentation is available for viewing in the Clerk's office upon request.

Mr. Pearl stated that the cost for this project has been included in the 2014 fiscal budget.

Commissioner Richards stated he looked at the Duval County School bid and it included many price multipliers; he asked why only lump sum prices were in the contract instead showing the breakdown using the cost multiplier.

Mr. Pearl stated that it was his understanding that the Trane sales representative used the multiplier in the RFP to come up with the lump sum price.

Town Manager Kris Kollgaard stated that staff could table this agreement until such time that Trane could provide the breakdown of the figures using the multiplier.

Public Works Director C.T. Eagle stated that he assisted Mr. Pearl with this contract, and that Duval County Schools had the cost plus multiplier of 10% and it was included in the lump sum prices, and that labor was a set rate, and was included in the contract. He stated that they should have included the equipment cost.

DRAFT

Commissioner Richards stated that Trane should show their figures using the multiplier and then they would be legally responsible, and the Town would be shown to have entered into the agreement on good faith while piggy-backing on the RFP.

Upon a motion by Commissioner Richards and a second by Commissioner Vincent, the Commission tabled the Request for Replacement of HVAC Systems for the Town Hall Server and UPS Rooms until a price breakdown could be obtained, by a vote of 5 to 0.

7. <u>Consideration and Approval of a Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement Between the Sumter County Sheriff's Office and the Lady Lake Police Department (Chris McKinstry)</u>

Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the Clerk's office). He stated that combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreements are accepted practice between law enforcement agencies in furtherance of their respective duties under law for the purpose of facilitating assistance as described with the agreement. Chief McKinstry stated that Town Attorney Derek Schroth has approved the agreement.

Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement Between the Sumter County Sheriff's Office and the Lady Lake Police Department by a vote of 5 to 0.

K. TOWN ATTORNEY'S REPORT:

Town Attorney Derek Schroth stated he had nothing to report.

L. TOWN MANAGER'S REPORT:

Town Manager Kris Kollgaard reported that she attended the American Legion's celebration of Memorial Day this past Friday and it was very nice.

She also mentioned that although there were not many items on this agenda, the next two meetings will have more items because there are several ordinances coming up for adoption.

M. MAYOR/COMMISSIONER'S REPORT:

Mayor Kussard asked if the Commissioners had anything to report.

Commissioner Hannan reported that he e-mailed Marty DelBovi from the Village Crossroads to mention that two businesses, Coldwater Creek and TGI Friday's, have recently closed in Lake Sumter Landing in The Villages. He informed Mr. DelBovi that although he does not know why they shut down in The Villages, they would be great to have in Lady Lake. Commissioner Hannan stated Mr. DelBovi replied, thanking him and stated that "we continue to reach out to the brokers and realtors, and I'll find out what caused the closing of these two".

DRAFT

Mayor Kussard stated she also attended the Memorial Day service and that it was very moving, and the American Legion did a wonderful job. She mentioned that June 14th is Flag Day and asked everyone to fly their flag.

Commissioner Hannan agreed the Memorial Day ceremony was very nice and that the turnout has increased, and he attributed that to increased media participation.

N. PUBLIC COMMENTS[iv]

Mayor Kussard asked if anyone had any further questions or comments. There were no questions or comments.

O. ADJOURN

There being no further discussion, the meeting was adjourned at 6:33 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

---

[i] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[ii] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[iii] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[iv] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

DRAFT

G-2

TOWN COMMISSION AGENDA ITEM

REQUESTED REGULAR COMMISSION MEETING DATE Jun 16, 2014

SUBJECT: Budget Amendment to establish budgets for various Grants, the Avenida Central Resurface Project, and Line Item Adjustments

DEPARTMENT: Finance Department

RECOMMENDED MOTION: Staff recommends approval of BT14-014 to establish budgets for 3 Grants (Alternative to Pursuit, Electronic Message Crime Life Protection, and Bullet Proof Vest) for $12,594; increase Fac Maint-OT and Fac Maint-Repairs and Maint budget for $4,413 for Lobby modifications from contingency; increase Village Fire Assessment Revenue and Expense for $14,318; increase Police Education 2nd Dollar expense using the 2nd Dollar Restricted fund for $7,056; and increase R&S Road Resurface for Avenida Central Resurface Project from General Fund Reserves for $760,000.

SUMMARY: Amendment BT14-014 appropriates a FY2014 budget for 3 Grants (Alternative to Pursuit, Electronic Message Crime Life Protection, and Bullet Proof Vest) and Police Education 2nd Dollar expense. This amendment will increase the revenue and expenses for Village Fire Assessment. This amendment will move money from Contingency to Fac Maint and appropriate money from Reserves for Avenida Central Resurface project. Commission approved Grants, Lobby Modification, and Avenida Central Project at prior Commission Meetings: Nov 18, 2013, March 17, 2014, May 5, 2014, and May 19, 2014.

FISCAL IMPACT: GF $793,968 Increase

[ ] Personal Budget
[X] Operating Budget
[ ] Other Capital Outlay

ATTACHMENTS: [ ] Ordinance [ ] Resolution [X] Budget Resolution

[X] Other (Budget Transaction FT14-014)

[ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	JRM	Submitted 6/4/2014	Date
FINANCE DEPARTMENT	JRM	Approved as to Budget Requirements	Date 6/4/14
TOWN MANAGER	KC	Approved Agenda Item for: Date 6/16/14	

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

Reviewed by: 6-4-14

TOWN OF LADY LAKE
BUDGET TRANSACTION FORM FY2014

TO: Town Manager **DATE:** 6/4/2014

FROM: Finance Director **TRANS NO :** BT14-014

FUND	ACCOUNT	DEPT	ACCT DESCRIPTION	INCREASE	(DECREASE)
REV					
001	0000-325-2200		Village Fire Assessment	14,318	
001	0000-389-1000		Tx fm PD Tng Fund	7,056	
001	0000-331-2100		Elec Msg Crime Life Prot	5,812	
001	0000-331-2300		Alternative to Pursuit	1,987	
001	0000-331-2200		Bullet Proof Vest Grant	4,795	
001	0000-389-9000		Transfer fm FB - Reserves	760,000	
EXP					
001	2201-522-3410	Vill Fire	Village Fire Prot Other Contrct	14,318	
001	2101-521-5420	Police	Police Ed 2nd Dollar	7,056	
001	2101-521-5240	Police	Elec Msg Crime Life Prot	5,812	
001	2101-521-6440	Police	Alternative to Pursuit	1,987	
001	2101-521-5245	Police	Bullet Proof Vest Grant	4,795	
001	4102-541-4622	R&S	R&S Road Resurface	760,000	
001	1901-519-9900	OGS	OGS Contingency		4,413
001	1902-512-1200	Facilties	Fac Maint Overtime Pay	1,407	
001	1902-512-4620	Facilties	Fac Maint Repairs & Maint	3,006	

JUSTIFICATION: Establish budgets for various Grants; adjustments for Line Items; and establish budget for Avenida Central Resurface Project from Reserves See attachment for additional details

Required Authorization/Approval

◉ **Town Commission Action Required**
From Fund Balance
Transfer of Budget Between Funds
Transfer of Budget Between Departments - Anything
Within Department - Capital
Increasing total revenue and expenditure bottom-line budget

TOWN COMMISSION ACTION:
☐ Approved
☐ Disapproved **DATE:** _____
Agenda Item #

○ **Town Manager**
Transfer of Budget Within Department
- Operating & Personal Services

○ **Department Heads**
Transfer of Budget Within Operating
- Not Capital or Personal Services
- With Town Manager Approval

Jeannine Michaud 6/4/2014
Department Head Signature and Date

Town Manager Signature and Date

Finance Dept. Action:
☑ **Amendatory Required**
☐ Disapproved
☐ Approved **Finance Director Date**

DATA ENTRY ACTION:
Accounting Period: _____
Posted by: _____
Data Entry Date: _____

Budget Admendatory

1 - 2 Adminstrative Adjustments - consent agenda

3 - 7 Commission already approved - consent agenda

Rev

			Increase	Decrease	
1	001-0000-325-2200	Village Fire Assessment	14,318		Actuals
2	001-0000-389-1000	Tx fm PD Tng Fund	7,056		2nd Dollar
3	001-0000-331-2100	Elec Msg Crime Life Prot	5,812		Grant
4	001-0000-331-2300	Alternative to Pursuit	1,987		Grant
5	001-0000-331-2200	Bullet Proof Vest Grant	4,795		Grant
6	001-0000-389-9000	Transfer fm FB - Reserves	760,000		Avenida

Exp

1	001-2201-522-3410	Village Fire Prot Other Contrct	14,318		Actuals
2	001-2101-521-5420	Police Ed 2nd Dollar	7,056		Used
3	001-2101-521-5240	Elec Msg Crime Life Prot	5,812		Crime & Life Protection
4	001-2101-521-6440	Alternative to Pursuit	1,987		Stop Stick
5	001-2101-521-5245	Bullet Proof Vest Grant	4,795		Vest
6	001-4102-541-4622	R&S Road Resurface	760,000		Resurface Avenida
7	001-1901-519-9900	OGS Contingency		4,413	Lobby
7	001-1902-512-1200	Fac Maint Overtime Pay	1,407		Counters
7	001-1902-512-4620	Fac Maint Repairs & Maint	3,006		Counters

Adjust Fire Assessment Fees to Actuals

Establish budget for 2nd Dollar Funds used in FY2014

Establish budget for Crime & Life Protection Grant

Establish budget for Stop Stick Grant

Establish budget for Bullet Proof Vest Grant

Move budget from Contingency for Lobby Counters & Door Construction

Establish budget for Avenida Road Resurface from Reserves

3

Justice Assistance Grant - County-wide
Project Expenditure Report
SUMMARY STATEMENT OF COSTS

County: Lake	Contract #: 2014-JAGC-LAKE-9-E5-204	Report #:2	Period:01/01/2014-03/31/2014

Subgrantee:Town of Lady Lake

Address: Ms. Jeannine R Michaud
Finance Director
409 Fennell Boulevard
Lady Lake, FL 32159-3158
Telephone: 352-751-1538

Project Title : ELECTRONIC MESSAGING FOR CRIME INTERCESSION AND LIFE PROTECTION

Budget Category	Category Total
Salaries and Benefits	$ 0.00
Contractual Services	$ 0.00
Expenses	$ 977.00
Operating Capital Outlay	$ 4,835.00
Indirect Costs	$ 0.00
Total Claim Amount	**$ 5,812.00**

This report should only include subgrantee payments made prior to or during the report period and within grant period. Only the final report is approved to include payments during the 30 day closeout period as well as during the report period.

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement

Electronically Signed By:

Date 05/13/2014

Pamela S Winegardner
Chief Financial Officer or Designated Representative

COPY

(4)

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: November 18, 2013

SUBJECT: Application for the Edward Byrne Memorial Justice Assistance Grant Program

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION:

Recommend approval to apply for, and if awarded,accept the Federal Fiscal Year 2013 Edward Byrne Memorial Justice Assistance Grant – Florida JAG Direct.

SUMMARY:

Staff is requesting approval to apply for, and accept if awarded, the 2013 Edward Byrne Memorial Justice Assistance Grant to purchase additional tire deflation devices to equip our police fleet. The acquisition of tire deflation devices by the Lady Lake Police Department reduces most of the risks associated with initiating, participating, and terminating a pursuit. Most importantly, it keeps our personnel safer. Designed for officer safety and chase-ending effectiveness, tire deflation devices change the focus of a pursuit. Rather than being drawn into an escalating chase, officers position tire deflation devices well ahead of a target vehicle resulting in a fast, safe end to the pursuit. This equipment has been proven nationally in thousands of documented successful stops.

FISCAL IMPACT: **$1,987.00**

[ ] Capital Budget
[ ] Operating
[X] Other – Grant Funding

ATTACHMENTS: **[ ] Ordinance** **[ ] Resolution** **[ ] Budget Resolution**

[X] Other – FDLE Grant Allocation Notification Letter

[ ] Support Documents

DEPARTMENT HEAD **Submitted** **Date 11/12/2013**

FINANCE DEPARTMENT JRM **Approved as to Budget Requirements** **Date** 11/12/2013

TOWN MANAGER **Approved Agenda Item for:** 11/18/13 **Date** 11/12/13

Reviewed

COMMISSION ACTION:

[✓] Approved as Recommended HOL/HAN 5-0 **[ ] Disapproved** **[ ] Tabled Indefinitely**

cc: CHIEF - P.D.
FIN

Justice Assistance Grant - Direct
Project Expenditure Report
SUMMARY STATEMENT OF COSTS

County: Lake	Contract #: 2014-JAGD-LAKE-1-E6-080	Report #:1	Period:02/01/2014-03/31/2014

Subgrantee: Town of Lady Lake

Address: Ms. Jeannine R Michaud
Finance Director
409 Fennell Boulevard
Lady Lake, FL 32159-3158
Telephone: 352-751-1538

Project Title : ALTERNATIVES TO PURSUIT

Budget Category	Category Total
Salaries and Benefits	$ 0.00
Contractual Services	$ 0.00
Expenses	$ 1,987.00
Operating Capital Outlay	$ 0.00
Indirect Costs	$ 0.00
Total Claim Amount	**$ 1,987.00**

This report should only include subgrantee payments made prior to or during the report period and within grant period. Only the final report is approved to include payments during the 30 day closeout period as well as during the report period.

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement

Electronically Signed By:

Date 05/13/2014

Pamela S Winegardner
Chief Financial Officer or Designated Representative

COPY

(5)

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: **May 5, 2014**

SUBJECT: Application to the Bulletproof Vest Partnership Initiative for Sworn Police Personnel vest purchases and replacements.

DEPARTMENT: POLICE

STAFF RECOMMENDED MOTION: Approval to apply for, and accept if awarded, the Bulletproof Vest Partnership Initiative for the 2014 open solicitation period.

SUMMARY: Staff is requesting approval to apply for, and accept if awarded, the 2014 U.S. Department of Justice Bulletproof Vest Partnership Initiative during the open solicitation period beginning April 1, 2014 and ending May 13, 2014. The Bulletproof Vest Partnership Initiative is a 50%/50% grant that provides assistance to local law enforcement agencies with the purchase of new vests or replacement vests coming out of warranty. Vests carry a 5 year warranty.

The Police Department anticipates the need to purchase seven new/replacement vests. The average cost per vest is $625.00 plus shipping (estimated at $60.00 per vest) for an estimated total of $4795.

Funding decisions are made within 3 months after the application period closes.

FISCAL IMPACT: 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[x] Other – 2014 BVP Solicitation for Application

[ ] Support Documents

DEPARTMENT HEAD	Submitted	Date 4/25/2014
HR	Approved as to Form	Date
FINANCE DEPARTMENT JRM	Approved as to Budget Requirements $4900 in Budget	Date 4/28/2014
TOWN MANAGER	Approved Agenda Item for: 5/5/14	Date 4/29/14

Reviewed

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

(5)

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2014 BVP application funding period.

Applications for FY 2014 BVP funds will be accepted beginning Tuesday, April 1, 2014. All applications must be submitted online at http://www.ojp.usdoj.gov/bvpbasi/ by 6:00 pm (e.d.t.), Tuesday, May 13, 2014.

Important Information Regarding FY 2014 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2014 BVP applications are submitted. Please see the BVP mandatory FAQs for further guidance on this new requirement: http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf

2. Each vest purchased with FY 2014 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html
3. Jurisdictions with more than one law enforcement agency (LEA) associated with the jurisdiction account may not submit a separate application. Instead, the LEAs associated with jurisdictions with more than one LEA must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA.
4. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2014 BVP funds:

a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)

b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.

c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team
Bureau of Justice Assistance
http://www.ojp.usdoj.gov/bvpbasi/

(6)

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: May 19th, 2014

SUBJECT: Discussion/Direction for Staff to Proceed with Procurement of Contractors to Perform the Avenida Central Resurfacing Project for this Fiscal Year.

DEPARTMENT: Public Works – Streets

STAFF RECOMMENDED MOTION: Approve staff to pursue the procurement of a contractor to perform the work associated with the proposed Avenida Central Resurfacing Project.

SUMMARY: Staff had previously proposed the budgeting of funds to perform a major resurfacing project on Avenida Central. In efforts of performing due diligence, staff has received traffic classification count data on the busy corridor which confirmed the high volumes of daily vehicular usage of the street. Staff has also coordinated with the newly contracted Pavement Management Consultant, VHB, for a third party assessment with assistance of the MPO. Town Commission was previously presented a resurfacing method known as CIR or Cold In-place Recycling by the current resurfacing contractor, Asphalt Paving Systems Inc. to demonstrate a possible resurfacing solution on Avenida Central. As seen in the attached memo from the consultant VHB, the proposed resurfacing solution CIR appears to be the best method of treatment. An estimated $760,000 of reserve funds were allocated this FY for this resurfacing project based on previous pricing. Upon approval to proceed, updated costs will be determined during the process of contractor procurement reflecting actual current rates and will be presented in the near future to Town Commission along with a recommended contract to perform the work. Avenida Central was originally constructed in the early 1990's. The last major resurfacing work on Avenida Central was performed and funded by The Villages in the late 1990's.

FISCAL IMPACT: None at this time
Allocated Reserve Funds = $760,000

[ ] **Capital Budget**
[ ] **Operating**
[X] **Other-Reserve Funds**

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**
[ ] **Other**
[X] **Support Documents – Memo from VHB, MPO Classification Count Summary**

DEPARTMENT HEAD	Submitted	Date: 5/12/2014
HR	Approved as to Form	Date 5/13/14
FINANCE DEPARTMENT JRM	Approved as to Budget Requirements	Date
TOWN MANAGER	Approved Agenda Item for: 5/19/14	Date 5/13/14

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

(7)

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: March 17th, 2014

SUBJECT: Consideration of Town Hall Lobby Window and Door Modification Project.

DEPARTMENT: Public Works – Facilities Maintenance

STAFF RECOMMENDED MOTION: Approve the use of contingency funds for Facilities Maintenance Staff to perform the proposed Town Hall Lobby Modifications.

SUMMARY: In a combined effort with Customer Service, Growth Management, and Building Departments, staff is proposing the addition of a customer service window in the lobby for the GM/Building Department. This will allow for the removal of the small enclosed customer service area for the GM/Building Department. The existing code lock will be moved to the lobby access door to provide secured public access to the area. An additional staff door will be added in the main corridor area to provide more efficient secured access to the other departments. A counter will also be installed at the new window location for customers to utilize. The existing Utilities Customer Service counter will be extended to allow for extra room for customers to utilize for writing. The proposed project will be performed in-house by Facilities Maintenance Staff after normal operating hours as to not disrupt daily operations. The cost estimate and conceptual drawing are attached to this document. Upon approval, staff will request the transfer of the required funds from contingency funds to the budgetary departmental line items to cover the additional costs for this project.

FISCAL IMPACT: Est. $5,100.00
Available Contingency Funds = $110,102.00

[ ] **Capital Budget**
[ ] **Operating**
[X] **Other- Contingency Funds**

ATTACHMENTS: [ ] **Ordinance** [·] **Resolution** [ ] **Budget Resolution**
[X] **Other** – *Cost Estimate and Conceptual Drawing of Town Hall Lobby*
[ ] **Support Documents**

DEPARTMENT HEAD	**Submitted**	**Date:** 3/05/2014
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT JKM	**Approved as to Budget Requirements**	**Date** 3/6/14
TOWN MANAGER	**Approved Agenda Item for:** 3-17-14	**Date**

COMMISSION ACTION:
[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

G-3

TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL COMMISSION MEETING DATE June 16, 2014

SUBJECT: Budget Amendment to use Library Impact Fees to pay Library Loan instead of Special Revenue

DEPARTMENT: Finance Department

RECOMMENDED MOTION: Staff recommends approval of BT14-015 to use Library Impact Fees ($52,961) for Library Loan payment instead of Special Revenue and to use the additional Special Revenue saved to make the last loan payment on the Wastewater Treatment Plant ($60,846) due in FY2015 in FY2014.

SUMMARY: Our auditor recommended that we use our Library Impact Fees to help make a Library Loan payment as the Library Impact Fees are restricted funds and can only be used on the Library. This will free up Special Revenue which be used to pay off the last Wastewater Loan payment due in FY2015 in FY2014. This will free up Special Revenue in FY2015.

This amendment requires Commission approval because it involves increasing revenue and expenditures and increases the bottom line budget.

FISCAL IMPACT: Utility $60,846

[ ] Personal Budget
[ ] Operating Budget
[X] Other Debt Services

ATTACHMENTS: [ ] Ordinance [ ] Resolution [X] Budget Resolution

[X] Other (Budget Transaction FT14-015)

[ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD JRM Submitted 6/4/2014 Date

FINANCE DEPARTMENT JRM Approved as to Budget Requirements Date 6/4/14

TOWN MANAGER Approved Agenda Item for: Date 6/16/14

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

Reviewed by: Paul

TOWN OF LADY LAKE
BUDGET TRANSACTION FORM FY2014

TO: Town Manager **DATE:** 6/4/2014

FROM: Finance Director **TRANS NO :** BT14-015

FUND	ACCOUNT	DEPT	ACCT DESCRIPTION	INCREASE	(DECREASE)
REV					
001	0000-389-2700	Impact Fee	Transfer fm Library Impact Fee	52,961	
001	0000-381-1000	Gen Fund	Transfer fm Special Revenue		52,961
401	0000-381-1000	Gen Fund	Transfer fm Special Revenue	60,846	
EXP					
401	3503-535-7100	Swr	Swr Principal Payments	60,846	
101	9901-599-9101	Spec Rev	Transfer to Gen Fund		52,961
101	9901-599-9199	Spec Rev	Transfer to Reserves		7,885
101	9901-599-9104	Spec Rev	Transfer to Utility Fund	60,846	

JUSTIFICATION: Use balance in Library Impact Fees to make Library Loan Payment instead of Special Revenue

Use Special Revenue saved to make last WW Loan payment (due FY2015) in FY2014

Required Authorization/Approval

◉ **Town Commission Action Required**
From Fund Balance
Transfer of Budget Between Funds
Transfer of Budget Between Departments - Anything
Within Department - Capital
Increasing total revenue and expenditure bottom-line budget

TOWN COMMISSION ACTION:
☐ Approved
☐ Disapproved **DATE:** _____
Agenda Item #

○ **Town Manager**
Transfer of Budget Within Department
- Operating & Personal Services

○ **Department Heads**
Transfer of Budget Within Operating
- Not Capital or Personal Services
- With Town Manager Approval

Jeannine Michaud 6/4/2014
Department Head Signature and Date

Town Manager Signature and Date

Finance Dept. Action:
☐ **Amendatory Required**
☐ Disapproved
☐ Approved **Finance Director** **Date**

DATA ENTRY ACTION:
Accounting Period: _____
Posted by: _____
Data Entry Date: _____

Town of Lady Lake
Impact Fee Disclosure
Pursuant to FS 163.31801

ACTIVITY	IMPACT FEE TYPE				
Collections/Interest Projects Funded by Impact Fees	**Water Impact Fees**	**Sewer Impact Fees**	**Reuse Impact Fees**	**Parks & Rec. Impact Fees**	**Library Impact Fees**
Balance 9/30/2013	**709,409.74**	**585,078.92**	**28,514.05**	**266,703.58**	**41,567.82**
Collections	53,964.00	92,937.22	3,796.00	58,300.00	11,339.00
Interest earnings	481.47	386.10	19.74	192.43	54.20
Uses					
Interconnect Between VCCDD & Village	-39,061.27	-39,061.28			
Biosolid Dewatering Box		-55,650.00			
Wastewater Master Plan		-1,000.00			
Reserve Balance					
001-0000-151-1080 SBA Lib					-48,635.96
001-0000-151-1070 SBA Park/Rec				-308,872.01	
401-0000-151-10-30 SBA Water	-710,830.74				
401-0000-151-10-50 SBA Sewer		-547,658.54			
401-0000-151-10-90 Reclaimed			-29,993.79		
Difference 12/24/2013	13,963.20	35,032.42	2,336.00	16,324.00	4,325.06
SBA Account #	211004	211003	211006	211001	211005
	Water	**Sewer**	**Reuse**	**Parks & Rec.**	**Library**
Current Balance 3/31/2014	**724,793.94**	**582,690.96**	**32,329.79**	**325,196.01**	**52,961.02**

H-4

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 16, 2014

SUBJECT: Consideration and Approval of Replacement of HVAC Systems for Town Hall Server and UPS Rooms

DEPARTMENT: IT, Public Works

STAFF RECOMMENDED MOTION: **Approval of the June 2, 2014 Trane project proposal to install three new Trane split system HVAC units; two three-ton units in the Town Hall Server room and one two-ton unit in the Town Hall UPS room.**

SUMMARY: The current climate control systems in the Town Hall Server room are undersized. These systems have not been able to maintain an adequate or consistent cooling set point. This has created several operational and management challenges.

This project will provide a redundant, properly sized three-ton cooling capacity for the Town Hall server room and an additional two-ton system for the Town Hall UPS room. The Town will 'piggy back' on the Duval County Public Schools August 16, 2011 RFP No. 3-12/LG. The complete RFP documentation is available for viewing in the Clerk's office upon request.

The cost for this project has been included in the 2014 Fiscal Budget.

FISCAL IMPACT:	$17,161.00 HVAC Systems (3)	[X] Capital Budget
	$ 4,975.00 Electrical	[ ] Operating
	$ 3,896.07 Fire Disconnect Relays	[ ] Other
	$26,032.10 Total	

This project will be funded from account 001-1901-519-6410.

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other

[X] Support Documents

DEPARTMENT HEAD	Submitted	Date 6/3/14
HR	Approved as to Form	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements 6/9/14	Date
TOWN MANAGER	Approved Agenda Item for: 6/16/14	Date 6/9/14

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

TRANE
Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751
Phone: (407) 660-1111
Fax: (407) 660-0303

June 2, 2014

Attn:	Site:
John Pearl	Lady Lake complex 409 Fennel Blvd. Lady Lake, FL 32159

Project Name: **Install 3 new Trane split systems two 3 ton units one 2 ton**

Scope of Service:

- Reclaim refrigerant using EPA approved methods
- Remove old unit and line set and dispose of
- Install new air handlers, insulated line set, thermostat, and condensers
- Supply pads for the outdoor units
- Secure outside units to the pads
- Install condensate drain lines
- Connect wiring to disconnects
- Includes ductwork on the AHU discharge with diffuser
- Permit included

Equipment List Attached

Split System Air Conditioning Units
Qty: 1
1.5-5 (B)Ton split sys clg R410a 17 SEER 4TTB6024A1000
2 Ton Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
2 Ton air handler GAM5B0A24M-1S
Better, Entry level Hi EFF, multispeed
200 - 230 Volt 1 Phase 60 Hertz
3.60/4.80 kW Electric Heater for 208/240V 1 Phase 60 Hertz (Fld)
1st Year labor warranty
Total .....$ 1,751.00

Qty: 2
1.5-5 (B)Ton split sys clg R410a 17 SEER 4TTB6036A1000
3 Ton Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
3 Ton air handler GAM5B0B36M-1S
Better, Entry level Hi EFF, multispeed
200 - 230 Volt 1 Phase 60 Hertz
3.60/4.80 kW Electric Heater for 208/240V 1 Phase 60 Hertz (Fld)
1st Year labor warranty
Total .....$ 4,090.00

Exclusions:

1. Fire alarm wiring or testing,
2. Painting of any kind
3. Premium time labor
4. Load calculations or engineering
5. Engineering and mechanical drawings are not included
6. Power wiring from the breakers to the unit disconnects

Clarifications

1. This proposal is valid for 30 days from June 2, 2014
2. Any service not listed is not included.
3. Applicable taxes are included.
4. Work will be performed during normal Trane business hours.

Unit stands, ductwork, electrical wire and conduit fittings, outdoor unit pads, condensate drains and pumps, refrigerant piping and insulation, refrigerant
$3,130.67 x 1.2 = $3,756.80

Equipment cost ..... $5,841.00 x 1.2= $7,009.20
Labor 56 hours at 105.....$5,880.00
Permit..... .....$515.00

Total Investment for this project..... $17,161.00

Thank you for the opportunity to be of service. If you have any questions or require any additional information, please contact me in the office at (407) 551 1175 or by cellular telephone at (407)509 7372. We appreciate the opportunity to earn your business, and look forward to working with you on this project.

Very Truly Yours,

Alex Saxon
Account Manager, Existing Building Solutions

This proposal is valid 30 days from June 2, 2014
This agreement is subject to Customer's acceptance of the attached Terms and Conditions.

SUBMITTED BY: Alex Saxon

_____

CUSTOMER ACCEPTANCE:

_____
Authorized Representative

_____
Printed Name

Title _____

Purchase Order _____

Acceptance Date _____

TERMS AND CONDITIONS - INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions.. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement. 18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Trane or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117.

Dalton & Owens

Commercial & Residential Electric Services

Scott A. Stewart, Service Manager
PO Box 491672
Leesburg, Fl. 34749-1672
LICENSE # EC13002080

e-mail: scotts@daltonowens.com

Telephone (352) 787-1566
Fax (352) 326-5893

March 21, 2014

Bid Confirmation and Scope of Work

For: Town of Lady Lake ATTN: John Pearl

Electrical connections to new server room HVAC equipment @ 409 Fennell Blvd. Lady Lake, FL

Scope of Work:

- Provide and install new 12 circuit load center in main electrical room, supplied at 100 amps, 3-phase from MDP.
- Extend (2) 30 amp, 208 volt, 1-phase circuits from new sub-panel, into server room for connection of (2) air-handlers.
- Extend (2) 20 amp, 208 volt, 1-phase circuits from new sub-panel, just outside server room for connection of (2) condensers.
- Relocate existing 20 amp, 208 volt, 1-phase circuit to room adjacent to electrical room for relocated, (or new) mini-split a/c system.

❖ Town of Lady Lake permit included.

Total cost for project listed above

$4,975.00

Four Thousand Nine Hundred Seventy-Five Dollars

SimplexGrinnell LP
6830 Shadowridge Dr. Suite 211
Orlando, Florida 32812
www.simplexgrinnell.com

Proposal # 291417118

The Town of Lady Lakes AHU Fire Alarm Shutdown

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Thank you for the opportunity to provide this pricing to you.

Please read the notes below and call if you have any questions.

We are enclosing the bid of SimplexGrinnell LP (herein "Contractor") We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties obligations. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty. If you wish to discuss this letter with us prior to making a determination as to our bid, we will be pleased to do so.

Please read the notes below and call if you have any questions.

Contact Information:
Arturo Nieto
Electronic System Service Sales Representative
Phone: 321.698.2672
Fax: 407.235.1150
Anieto@simplexgrinnell.com

SimplexGrinnell's Scope of Work:

This proposal includes the devices as indicated on this proposal installed by SimplexGrinnell. The scope is to install devices, cabling, programming testing, and permitting.

- Provide and install (3) shutdown relays for three new AHU units.
- Provide scope letter for permitting
- Test AHU shutdown function with AHJ
- Program existing fire alarm panel.

SimplexGrinnell is not responsible for this design. Additional devices may be deemed necessary by the AHJ and will result in additional cost.

THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]":

Verbal request

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

[X] Equipment as listed
[X] Tax
[X] Freight (F.O.B. shipping point)
[] Shop Drawings
[X] Panel terminations
[X] Technical installation support including programming
[X] Permit
[X] Inspection Fees
[ ] Interfacing Elevator Recall Functions
[X] 1 functional system certification test
[X] 1 AHJ test
[ ] 1 10% Re-Test
[X] Close out documentation
[X] One year standard warranty

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

120vac power
Door access controller for room 129
Fire department radio transmitter
Fire department radio repeater
Fire protection switches or gas solenoids
Phone lines
Remote station monitoring contract (available upon request)
Fire alarm Maintenance agreement (available upon request)
Knox box
Patching, painting, or drywall repairs
Fire watch
Conduit raceway to be provided by the electrical contractor
Electrical contractor provided back boxes and box supports.
MC fire alarm cable
Elevator recall function interface relays and modules.
Magnetic door holders
Fire damper and fire damper connections (120v shut down)
New fire system initiating devices(heat and smoke detector are not shown on plans)
Weatherproof and conditioned control equipment housing
No asbestos abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
No Lead paint abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
Cost for CAD background files.

It is SimplexGrinnell's (SG) understanding that these drawings and specifications represent the work to be accomplished in its entirety and no additional work or materials is expected or required this quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

Base Bid: $3,896.07

Please sign in the signature box below and return a copy of this proposal.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers

and directors. 6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-
444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption
losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.
7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. –5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or
equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction
in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising there from. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS,
ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.
8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising there from. Customer shall further:
•supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
•Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
•Provide Company access to any system(s) to be serviced,
•Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to

Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

• "permit confined space," as defined by OSHA,
• risk of infectious disease,
• need for air monitoring, respiratory protection, or other medical risk,
• asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities.

1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged efficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared

detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers,

and representatives as additional insured on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign

this Agreement to an affiliate without obtaining Customer's consent.
32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.
33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.
35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388:AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencie , #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office. (Rev. 10/08) ©2006-8 SimplexGrinnell LP. All rights reserved.

IMPORTANT NOTICE TO CUSTOMER
In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

Offered By:
SimplexGrinnell LP
6830 Shadowridge Drive
Suite #211
ORLANDO, FL 32812

Representative: Arturo Nieto
Telephone: (407) 235 1100
Email: anieto@simplexgrinnell.com

Accepted by:

Company/Owner: : _____.

Address: _____.

Title: _____.

P.O.# : _____.

Signature: _____.

EXHIBIT B

Prices for Owner Responsible Calls and Project Work
(Applies to Group A and Group B Proposals)

Note: Bid Items listed below will be used to calculate basis-of-award price for Group A and basis-of-award price for Group B independently. District is not obligated to award all bid items.

Respondent's bidding Group A, B or Both Groups, must fill in all grey boxes. <u>If any grey boxes are left blank, basis-of-award price can not be calculated and bid will be considered unresponsive</u>. Unit price for each item multiplied by specified quantity must **exactly** equal extended price for each item. Extended prices will be used to calculate basis-of-award price.

NOTE: DCPS Contract Manager will determine the level of mechanic required.

Item #	Pricing for work outside the scope of the Base Contract	Unit Price	Qty	Extended Price (Unit Price x Qty)
21	Owner responsible service call first one-half hour ..... Description -- Price for **service mechanic** to get to school and spend up to ½ hour at school, all transit related costs, labor while in transit, vehicle operation and maintenance, etc. (First 200 Owner Resp. Calls are included in Base Contract price. Rates shown here will be used for 201st call and beyond.)	$ 47.50 Per Owner Responsible Call	50	$ 2,375.00
22	Owner responsible service call hourly rate..... Description -- **Service mechanic** hourly sell price to be applied to additional time spent at the school beyond the first ½ hour. (First 200 Owner Resp. Calls are included in Base Contract price. Rates shown here will be used for 201st call and beyond.)	$ 95.00 Per hour	100	$ 9,500.00
	Project work hourly sell price rates for personnel described below. No additional charges will be allowed for administrative staff, senior management staff, etc. (Rates are for in-house personnel, except as noted below.)			
23	HVAC helper/apprentice.....	$ 90.00	500	$ 45,000.00
24	HVAC journeyman mechanic.....	$ 105.00	1,000	$ 105,000.00
25	HVAC site supervisor.....	$ 110.00	200	$ 22,000.00
26	HVAC project manager.....	$ 110.00	100	$ 11,000.00
27	FL Registered Mechanical/Electrical PE (in-house or out-sourced).....	$ 188.00	25	$ 4,700.00
28	Engineering Technician/CAD Operator (in-house or out-sourced).....	$ 125.00 Per hour	50	$ 6,250.00
29	Labor overhead and profit ..... Description -- Price for individuals not listed above but needed to perform certain additional services will be determined on a time and material basis. Overhead and profit shall be added to direct labor costs (without fringe benefits) to determine total labor sell price. **Example:** person's direct labor cost/hr X **bid multiplier** = sell price/hr $10/hr X **2** = $20/hr	1.6 Bid multiplier	$1,000	1,600.00
30	Material and Equipment overhead and profit ..... Description -- Price to perform certain additional services may be determined on a time and material basis. Overhead and profit shall be added to direct material costs (direct costs may include shipping and sales taxes, if applicable) to determine total material sell price. Applicable Florida purchasing statues governing competitive bids must be followed for all purchases. **Example:** third-party direct material cost X **bid multiplier** = material sell price $10,000 X **1.1** = $11,000	1.2 Bid multiplier	$200,000	$ 240,000.00
31	Subcontractor overhead and profit ..... Description -- Price to perform certain additional services may be determined on a time and material basis. Subcontractor overhead and profit shall be added to any subcontracted costs to determine total sell price. Subcontractors may include rigging, electrical contractor, sheet metal contractor, insulation contractor, etc., but not engineering. For engineering services, labor rates in bid items 27 and 28 will be used. Applicable Florida purchasing statues governing competitive bids must be followed for all purchases. **Example:** subcontractor cost X **bid multiplier** = subcontractor sell price $10,000 X **1.1** = $11,000	1.25 Bid multiplier	$250,000	$ 312,500.00
33	**Sum of Items 21-31**			$ 759,925.00

MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Heating, Ventilation and Air Conditioning (HVAC) Services

Effective Date: _____, 2014

I. DESCRIPTION

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Trane U.S Inc ("CONTRACTOR") to perform HVAC services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and Duval County Public Schools, Florida for HVAC services, Contract No. RFP-3-12/LG, dated August 16, 2011. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

Ms. Kristen Kollgaard
Town Manager
Town of Lady Lake
409 Fennell Boulevard
Lady Lake, FL. 32159
Office 352.751.1545
Email: kkollgaard@ladylake.org

Trane U.S. Inc
2301 Lucien Way, Suite 430
Maitland, FL. 32751
Phone: (407) 660-1111
Fax: (407) 660-0303

Please acknowledge CLIENT's acceptance of Duval County Public Schools contract terms and conditions by having an authorized representative of CLIENT sign below.

APPROVED BY TOWN OF LADY LAKE, FL. :

Signature: _____
Name:
Date: _____

ATTEST:

Signature: _____
Name:
Date: _____

APPROVED BY Trane U.S. Inc. :

Signature: _____
Name:
Date: _____

ATTEST:

Signature: _____
Name:
Date: _____

Exhibit A: Duval County Public Schools, Florida, RFP No. 3-12/LG.

John Pearl

From: Mitchum, Louis <mitchuml@duvalschools.org>
Sent: Monday, May 05, 2014 11:27 AM
To: John Pearl
Subject: RE: Piggy Back

If the vendor is willing, DCPS has no objections.

Louis

From: John Pearl [mailto:jpearl@ladylake.org]
Sent: Monday, May 05, 2014 9:08 AM
To: Mitchum, Louis
Cc: cteagle@ladylakepw.org
Subject: FW: Piggy Back

Mr. Mitchum,

The Town of Lady Lake would like to request authorization to utilize or 'piggyback' RFP #03-12/LG related to the solicitation for Heating, Venting and Air Conditioning (HVAC) services.

Thank you in advance for your consideration and assistance. Please let me know if you have any questions or concerns.

Regards,

John Pearl
Town of Lady Lake
IT Director
Town Hall
409 Fennell Blvd.
Lady Lake, FL. 32159
D: (352) 751-1539
F: (352) 751-1510
jpearl@ladylake.org

From: Bond, Allan [mailto:ABOND@TRANE.COM]
Sent: Monday, May 05, 2014 8:57 AM
To: John Pearl
Subject: Piggy Back

Dear Mr Pearl,

Here is the signed agreement between Duval Schools and Trane.

Allan Bond, LEED AP
EBS Team Leader
Trane Commercial Systems
Ingersoll Rand
8929 Western Way
Jacksonville , Fl 32256

Phone: 904-596-7208
Cell: 386-233-4665
Fax: 904-596-7254
abond@trane.com
www.trane.com

Miami: March 31 – April 1
Orlando: April 7 – 8
Jacksonville: April 10 – 11

Register Today!
www.Trane.com/RUReady

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments

This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Florida has broad public records laws and virtually all written communications are public records unless specifically deemed confidential pursuant to state or federal law.

I-5

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 16, 2014

SUBJECT: **Review/Discussion of Draft Ordinance pertaining to regulations and prohibitions of Medical Marijuana Dispensaries, Non-Medical Marijuana Sales, and Cannabis Farms in the Town of Lady Lake.**

DEPARTMENT: **Growth Management /Town Manager**

STAFF RECOMMENDATIONS:

This ordinance has been drafted solely for review and discussion at this time; therefore, no recommendation from staff is merited.

SUMMARY:

Attached is a draft Ordinance for consideration by the Town Commission pertaining to the regulation and prohibition of Medical Marijuana Dispensaries, Non-Medical Marijuana Sales, and Cannabis Farms in the Town of Lady Lake. The attached ordinance provides for the following:

- Defines the terms necessary for regulation; these amendments will be reflected in Chapter 2 of the Land Development Regulations, "Definitions and Interpretations".

- Contains language that prohibits the production of medical marijuana within all zoning districts of the Town; these amendments will be reflected in Chapter 5 of the Land Development Regulations, "Zoning District Regulations".

- Provides for the dispensing of Medical Marijuana in the Heavy Commercial (HC) zoning district as a Special Exception Use (SEU).

- Defines the criteria which must be satisfied to qualify as an appropriate location to establish a medical marijuana dispensary in the Heavy Commercial zoning district as a Special Exception Use (SEU); this language will be reflected in Chapter 6 of the Land Development Regulations, "Conditional Uses and Special Exceptions".

At this time, no formal actions are being requested of the Town Commission, the draft document has been provided as a matter of discussion. A synopsis of House Bill 843/Senate Bill 1030 has also been provided, as well as a copy of the enrolled bill SB 1030. The Town's regulations would be ancillary to the measures provided in the bill.

FISCAL IMPACT: $ 0

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other – Consideration and Discussion of Draft Form

6-9-14 DEPARTMENT HEAD Submitted Date 6/9/14

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: 6/16/14 Date 6/9/14

COMMISSION ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

DRAFT ORDINANCE (FOR DISCUSSION)

AN ORDINANCE OF THE TOWN OF LADY LAKE, FLORIDA RELATING TO MEDICAL MARIJUANA; AMENDING THE LAND DEVELOPMENT REGULATIONS AMENDING THE LAND DEVELOPMENT REGULATIONS, CHAPTER II " DEFINITIONS AND INTERPRETATIONS"; AMENDING CHAPTER V, "ZONING DISTRICT REGULATIONS"; AMENDING CHAPTER VI, "CONDITIONAL USES AND SPECIAL EXCEPTIONS"; PROVIDING THAT MEDICAL MARIJUANA DISPENSARIES, NON-MEDICAL MARIJUANA SALES, AND CANNABIS FARMS ARE PROHIBITED USES IN CERTAIN ZONING DISTRICTS; PROVIDING THAT MEDICAL MARIJUANA DISPENSARIES ARE A PERMITTED SPECIAL EXCEPTION USE IN THE HEAVY COMMERCIAL ZONING DISTRICT; PROVIDING FOR STANDARDS AND CONSIDERATIONS FOR APPROVAL OF A SPECIAL EXCEPTION USE PERMIT APPLICATION FOR A MEDICAL MARIJUANA DISPENSARY; UPDATING DEFINITIONS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is considering legalizing the dispensing of marijuana for medical purposes; and

WHEREAS, the Town Commission of the Town of Lady Lake has determined that it is in the best interests of the citizenry and general public to regulate the location of medical marijuana dispensaries in the event the State of Florida legalizes said dispensaries; and

WHERAS, the Town Commission has the responsibility and authority to determine which uses are best suited to particular zoning categories as well as land use categories within the Town; and

WHEREAS, the Town Commission of the Town of Lady Lake has determined that given the potential impact on the surrounding area, that Medical Marijuana Dispensaries should only be allowed within the "Heavy Commercial" zoning district as a Special Exception use; and

WHEREAS, the Town Commission of the Town of Lady Lake has determined that it is advisable and in the public interest to consider certain distance and other siting standards in regard to the location of operation of medical marijuana dispensaries as a special exception use; and

WHEREAS, the Planning and Zoning Board, has found this ordinance to be consistent with the Town's Comprehensive Development Plan and recommended approval; and

WHEREAS, the Town Commission of the Town of Lady Lake finds that this ordinance promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Lady Lake, Florida, as follows:

Section 1. Amendment.

"The Land Development Code of the Town of Lady Lake, Florida," dated August 15, 1994 (the "Land Development Code") is hereby amended as provided below:

Chapter II, Section 2-2, of the Land Development Regulations entitled "Definitions" is amended as set forth in Exhibit "A", attached hereto and incorporated herein.

Chapter V, Section 5-4, of the Land Development Regulations entitled "Zoning District Uses", is amended as set forth in Exhibit "B", attached hereto and incorporated herein.

Chapter VI, Section 6-2, of the Land Development Regulations entitled "Special Exception Uses", is amended as set forth in Exhibit "C", attached hereto and incorporated herein.

NOTE: Underlined words constitute additions to the original text of the *Land Development Regulations* strikethroughs constitute deletions to the original text of the *Land Development Regulations;* and asterisks (***) indicate omissions from the original text of the *Land Development Regulations* which is intended to remain unchanged.

Section 2. Severability.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 3. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Codification.

The provisions of this Ordinance shall be codified as and become part of the Codes of Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 5. **Applicability.**

This Ordinance does not have retroactive applicability and does not apply to applications filed prior to the effective date of this Ordinance.

Section 6. **Effective Date.**

This ordinance shall become effective upon adoption.

PASSED AND ORDAINED this _____day of _____, 2014 in the regular meeting of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

DRAFT

EXHIBIT "A"

Chapter II, Section 2-2, of the Land Development Regulations entitled "Definitions and Interpretations", is amended as follows:

***

Cannabis. Any plant(s) or part of a plant(s) of the genus *Cannabis,* whether growing or not; the seeds thereof; the resin extracted from any part of the plant(s); and every compound, manufacture, salt, derivative, mixture, or preparation of the plants) or its resin

Cannabis farm. Any property used in whole or in part for the growing or cultivation of Cannabis plant(s), whether or not such growing or cultivation is lawful under federal or state law.

***

Medical Marijuana Dispensary. A facility that is operated by an organization or business holding all necessary licenses and permits from which marijuana, cannabis, cannabis based products, or cannabis plant(s) are delivered, purchased, possessed, or dispensed for medical purposes and operated in accordance with all local federal and state laws.

Medical Use. The prescriptive use of any form of cannabis to treat a qualifying medical condition and the symptoms associated with that condition or to alleviate the side effects of a qualifying medical treatment.

***

Non-Medical Marijuana Sales, The purchase, sale, transfer or delivery of marijuana, cannabis, cannabis-based products or cannabis plant(s) when such sale, transfer, or delivery is not associated with any medical purpose or use, whether or not such purchase sale, transfer or delivery is lawful under federal or state law.

***

EXHIBIT "B"

Chapter V Section 5-4, of the Land Development Regulations entitled "Zoning District Uses", is amended as follows:

***

a) *AG-1 "Agriculture Residential"*

***

3) Uses expressly prohibited.

A) Single-family attached dwelling units.
B) Multi-family residential dwelling units.
C) Two-family (duplex) dwelling units.
D) Manufactured Home, Standard Design (SDMH).
E) Farmers markets.
F) Flea markets.
G) Dairies.
H) Kennels: Boarding
I) Kennels: Breeding
J) Horse breeding farms.
K) Poultry ranches.
L) Mushroom farms.
M) Hog farms.
N) Any use prohibited by Town, state or federal law.
O) Agriculture: Processing-Packing and slaughter houses.
P) Medical marijuana dispensaries
Q) Non-medical Marijuana sales
R) Cannabis Farms

***

b) RS -1 "Single-Family Very Low Density Residential"

***

3) Uses expressly prohibited.

A) Single-family attached dwelling units.
B) Multi-family residential dwelling units.
C) Two-family (duplex) dwelling units.
D) Commercial land uses.
E) Industrial land uses.
F) Any use prohibited by Town, state or federal law.
G) Manufactured homes (SDMH and RDMH).
H) Bed and breakfast inns.
I) Medical marijuana dispensaries
J) Non-medical Marijuana sales
K) Cannabis Farms

***

c) RS -3 "Single-Family Low Density Residential"

***

3) Uses expressly prohibited.

A) Single-family attached dwelling units.
B) Multi-family residential dwelling units.
C) Two-family (duplex) dwelling units.
D) Commercial land uses.
E) Industrial land uses.
F) Any use prohibited by Town, state or federal law.
G) Manufactured homes (SDMH and RDMH).
H) Bed and breakfast inns.
I) Medical marijuana dispensaries
J) Non-medical Marijuana sales
K) Cannabis Farms

***

d) RS-6 "Single-family Medium Density"

***

3) Uses expressly prohibited.

A) Single-family attached dwelling units.
B) Two-family (duplex) dwelling units.
C) Multi-family residential dwelling units.
D) Commercial land uses.
E) Industrial land uses.
F) Bed and breakfast inns.
G) Manufactured homes (SDMH and RDMH).
H) Any use prohibited by Town, state or federal law.
I) Medical marijuana dispensaries
J) Non-medical Marijuana sales
K) Cannabis Farms

***

e) MX-5 "Mixed Low Density Residential"

***

3) Uses expressly prohibited.

A) Commercial land uses.
B) Industrial land uses.
C) Any use prohibited by Town, state or federal law.
D) Multi-family dwelling units.

E) Manufactured home, standard design (SDMH).
F) Medical marijuana dispensaries
G) Non-medical Marijuana sales
H) Cannabis Farms

***

f) MX-8 "Mixed Residential Medium Density"

***

3) Uses expressly prohibited.

A) Commercial land uses (except restaurants permitted by a Special Exception).
B) Industrial land uses.
C) Multi-family dwelling units.
D) Bed and breakfast inns.
E) Manufactured home, standard design (SDMH).
F) Any use prohibited by Town, state or federal law.
G) Medical marijuana dispensaries
H) Non-medical Marijuana sales
I) Cannabis Farms

***

g) MH-9 "Manufactured Homes High Density"

***

3) Uses expressly prohibited.

A) Commercial land uses (except restaurants permitted as a Special Exception).
B) Industrial land uses.
C) Conventional single-family dwelling units.
D) Two-family (duplex) dwelling units.
E) Multi-family dwelling units.
F) Any use prohibited by Town, State or Federal law.
G) Medical marijuana dispensaries
H) Non-medical Marijuana sales
I) Cannabis Farms

***

h) MF-12 "Multi-Family High Density Low Rise"

***

3) Uses expressly prohibited.

A) Manufactured home, standard design (SDMH).
B) Commercial land uses, over five thousand (5,000) square feet (GFA).
C) Industrial land uses.
D) Uses prohibited by Town, state or federal law.
E) Medical marijuana dispensaries
F) Non-medical Marijuana sales
G) Cannabis Farms

***

i) MF-18 "Multi-Family High Density 18"

***

3) Uses expressly prohibited.

A) Manufactured home, standard design (SDMH).
B) Commercial land uses, over five thousand (5,000) square feet (GFA).
C) Industrial land uses.
D) Uses prohibited by Town, state or federal law.
E) Medical marijuana dispensaries
F) Non-medical Marijuana sales
G) Cannabis Farms

***

j) RP "Residential Professional"

***

3) Uses expressly prohibited.

A) Manufactured homes (RDMH and SDMH).
B) Wholesalers and distributors.
C) Industrial land uses.
D) Retail sales.
E) Adult entertainment.
F) Commercial recreational facilities.
G) Uses prohibited by Town, state or federal law.
H) Medical marijuana dispensaries
I) Non-medical Marijuana sales
J) Cannabis Farms

***

k) CT "Commercial Tourist"

***

3) Uses expressly prohibited.

A) Single-family residential.

B) Multi-family residential.
C) Industrial land uses.
D) Wholesalers and distributors.
E) Retail commercial land uses.
F) Any use prohibited by Town, State or Federal law.
G) Campgrounds.
H) Sweepstakes cafes/establishments housing simulated gaming devices
I) Medical marijuana dispensaries
J) Non-medical Marijuana sales
K) Cannabis Farms

***

l) LC "Light Commercial"

***

3) Uses expressly prohibited.

A) Manufacturing: processing.
B) Adult entertainment.
C) RV parks.
D) Uses prohibited by Town, state and federal law.
E) Agriculture: Processing-Packing and slaughter houses.
F) Sweepstakes cafes/establishments housing simulated gaming devices.
G) Medical marijuana dispensaries
H) Non-medical Marijuana sales
I) Cannabis Farms

***

m) HC "Heavy Commercial/Wholesale Commercial"

***

2) Uses permitted as a special exception use upon approval.

A) Gun and archery ranges.
B) Accessory structures and uses incidental to agricultural activities.
C) Trucking terminals.
D) Farmers markets.
E) Motor vehicle repair facilities.
F) Motor vehicle towing and impoundment facilities.
G) Games/video arcades.
H) Boat sales.
I) Convenience stores with fuel operations.
J) Equipment rental.
K) Contractor offices with enclosed storage area.
L) Mini storage warehouses.

M) Mobile home sales.
N) Motor vehicle, RV and boat storage facilities.
O) Motor vehicle dealer sales.
P) Tattoo parlors.
Q) Internet cafés (cybercafé).
R) Massage parlors.
S) Religious facilities.
T) Medical marijuana dispensaries

***

3) Uses expressly prohibited.

A) Industrial uses.
B) Adult entertainment.
C) RV parks.
D) Flea markets.
E) Agriculture: Processing-Packing and slaughter houses.
F) Pawn shops.
G) Uses prohibited by Town, state and federal law.
H) Sweepstakes cafes/establishments housing simulated gaming devices.
I) Non-medical Marijuana sales
J) Cannabis Farms

***

n) I "Industrial"

***

3) Uses expressly prohibited.

A) Residential dwelling units except as allowed above.
B) Adult entertainment.
C) Uses prohibited by Town, state and federal law.
D) Used motor vehicle parts yards.
E) Agriculture: Processing-Packing and slaughter houses.
F) Medical marijuana dispensaries
G) Non-medical Marijuana sales
H) Cannabis Farms

***

0) PUD "Planned Unit Development"

***

2) Uses permitted as special exception use upon approval: Special Exception Uses as listed under other commercial zoning districts shall be reviewed as part of the Memorandum of Agreement.

3) Uses expressly prohibited.

A) Industrial uses except manufacturing fabrication.
B) Adult entertainment.
C) RV parks.
D) Uses prohibited by Town, state and federal law.
E) Sweepstakes cafes/establishments housing simulated gaming devices
F) Non-medical Marijuana sales
G) Cannabis Farms

***

q) CP "Planned Commercial"

***

3) Uses expressly prohibited.

A) Industrial uses except manufacturing fabrication.
B) Adult entertainment.
C) RV parks.
D) Uses prohibited by Town, state and federal law.
E) Sweepstakes cafes/establishments housing simulated gaming devices
F) Non-medical Marijuana sales
G) Cannabis Farms

DRAFT

EXHIBIT "C"

Chapter VI, Section 6-2, of the Land Development Regulations entitled "Special Exception Uses", is amended as follows:

***

40) Medical Marijuana Dispensaries (SEU in HC). A Special Exception Use may be granted under the following conditions including, but not limited to:

A) A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitee to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, sidewalks, right-of-way or neighboring properties for any period of time longer than that reasonably required to arrive and depart.

B) No medical marijuana dispensary shall have a drive through or drive in service aisle. All dispensing, payment-for and receipt of products shall occur from inside the medical marijuana dispensary.

C) No consumption of alcoholic beverages shall be allowed on the premises on which a medical marijuana dispensary is located, including the parking areas and sidewalks.

D) No medical marijuana dispensary shall operate within one thousand five hundred (1,500) feet of any pre-existing school, religious facility, day care facility, or Public Park. This distance shall be applicable from such facilities located outside of the Town Limits as well.

E) No medical marijuana dispensary shall operate within two thousand five hundred (2,500) feet of any other established dispensary. This distance shall be applicable from such establishments located outside of the Town Limits as well.

F) Medical marijuana dispensaries shall only be allowed to operate between the hours of 7:00 A.M. and 7 P.M., and 7 A.M. and 2 P.M. on Saturdays. Marijuana dispensaries shall not be permitted to operate on Sundays.

G) All medical marijuana dispensaries shall at all times remain in compliance with all federal, state and local laws and regulations.

Compassionate Medical Cannabis Act of 2014

House Bill # 843 - Cannabis

Sponsored by Judiciary Committee, Criminal Justice Subcommittee, Rep. Gaetz and **Rep. Edwards**
Co-Sponsored by Rep. Ahern, Rep. Antone, Rep. Caldwell, Rep. Clelland, Rep. Combee, Rep. Cruz, Rep. Danish, Rep. Fitzenhagen, Rep. Fresnen, Rep. Hood, Rep. Hooper, Rep. Hutson, Rep. Jones, S., Rep. Kerner, Rep. Moskowitz, Rep. Nelson, Rep. Pigman, Rep. Pilon, Rep. Raschein, Rep. Richardson, Rep. Rooney, Rep. Saunders, Rep. Smith, Rep. Stewart, Rep. Van Zant, and **Rep. Wood**

Senate Bill # 1030 - Cannabis

Sponsored by Health Policy, Sen. Bradley, Sen. Bean, and **Sen. Brandes**
Co-Sponsored by Sen. Galvano, Sen. Sobel, Sen. Soto, Sen. Gardiner, Sen. Stargel, and **Sen. Simpson**

Synopsis

CS/CS/SB 1030 passed the Senate on April 28, 2014. The bill was amended by the House on May 1, 2014, and subsequently passed the Senate on May 2, 2014.

The bill creates a regulatory scheme overseen by the Department of Health that authorizes the use of low-THC cannabis for medicinal purposes. Low-THC means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol (THC) and more than 10 percent of cannabidiol (CBD) weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

The bill authorizes a Florida-licensed physician (MD or DO) received education in cannabis-based medicine through the Florida Medical Association or the Florida Osteopathic Medical Association, who has examines and is treating a patient suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms may order low-THC cannabis to treat such disease, disorder, or condition or to alleviate symptoms of such disease, disorder, or condition, if no other satisfactory alternative treatment options exist for that patient and obtain a voluntary informed consent.

Criminal misdemeanor penalties are created for a physician who orders low-THC cannabis for a patient without reasonable belief that the patient is suffering from a qualifying condition and for

any person who fraudulently represents himself or herself as having a qualifying condition for the purpose of obtaining an order for low-THC cannabis.

In addition to creating and maintaining the compassionate use registry, the bill requires DOH to authorize the establishment of five dispensing organizations to supply the state with low-THC cannabis. A dispensing organization is required to employ a medical director, who must be a physician and have successfully completed a course and examination that encompasses appropriate safety procedures and knowledge of low-THC cannabis. Additional criteria for approval as a dispensing organization include:

- Possess a certificate of registration for the cultivations of more than 400,000 plants that is issued by the Department of Agriculture and Consumer Services.
- Be operated by a nurseryman.
- Have been operating as a registered nursery in Florida for at least 30 consecutive years.
- And provide certified financials.
- Upon approval, a dispensing organization must post a $5 million performance bond.

Florida Department of Health will also be required to establish the Office of Compassionate Use, under the direction of the Deputy State Health Officer. The Deputy State Health Officer is authorized to enhance access to investigational new drugs to Florida patients through approved clinical treatment plans or studies.

Two research programs are administered under this bill to develop or participate in Federal Food and Drug Administration-approved research:

- Low-THC and Cannabidiol Research
    - Authorizes medical centers and state universities to conduct research on cannabidiol and low-THC cannabis.
- Research of Cannabidiol and its effect on Intractable Childhood Epilepsy
    - Provides the James and Esther King Biomedical Research Program an annual and perpetual source of funding in order to support research initiatives in the areas of tobacco-related cancer, cardiovascular disease, stroke, and pulmonary disease. The Biomedical Research Advisory Council, consisting of 11 members, including: the CEOs of the American Lung Association of Florida, Greater Southeast Affiliate of the American Heart Association, Florida Division of the American Cancer Society; and the remaining members are appointed by the Governor, President of the Senate, and Speaker of the House.

- See more at: http://fldecides.org/index.php/the-plan/about-florida-legislature/medical-grade-marijuana#sthash.MnsgA0Ho.pflF5PLI.dpuf

CS/CS/HB 843 / CS/CS/SB 1030 Activity and Text

CS/CS/HB 843: Cannabis

May 2, 2014 -
CS/CS/SB 1030 filed Enrolled
May 2, 2014 -
CS/CS/SB 1030 passed the Florida Senate; YEAS 30 NAYS 9
May 1, 2014 -
CS/CS/SB 1030 passed the Florida House of Representatives; YEAS 111 NAYS 7
April 22, 2014 -
CS/CS/HB 843 filed Committee Substitute 2
April 21, 2014 -
Judiciary Committee voted favorable for PCS for CS/HB 843; YEAS 15 NAYS 3
April 20, 2014 -
Proposed Committee Substitute (PCS) for CS/HB 843 was added to the Judiciary Committee agenda for April 21, 2014
March 20, 2014 -
Appropriations Committee voted favorable for CS/HB 843; YEAS 24 NAYS 0
March 18, 2014 -
CS/HB 843 was added to the Appropriations Committee agenda for March 20, 2014
March 10, 2014 -
HB 843 reported out of the Criminal Justice Subcommittee with Committee Substitute filed Committee Substitute 1
March 5, 2014 -
With a 12-1 vote, HB 843 passed the Criminal Justice Subcommittee with the following amendments: First AmendmentFirst Amendment to AmendmentSecond Amendment to Amendment
March 4, 2014 -
HB 843 had its First Reading
March 3, 2014 -
HB 843 was placed on the Criminal Justice Subcommittee agenda for March 5, 2014
February 14, 2014
HB 843 was referred to the following Committees:
Criminal Justice Subcommittee
Appropriations
Judiciary
February 12, 2014 -
HB 843 was filed Original Bill Text

CS/CS/SB 1030: Cannabis

May 2, 2014 -
CS/CS/SB 1030 filed Enrolled
May 2, 2014 -
CS/CS/SB 1030 passed the Florida Senate; YEAS 30 NAYS 9

May 1, 2014 -

CS/CS/SB 1030 passed the Florida House of Representatives; YEAS 111 NAYS 7

April 28, 2014 -

The Senate voted favorably for CS/CS/SB 1030; YEAS 36 NAYS 3

April 24, 2014 -

CS/CS/SB 1030 was placed on the Special Order Calendar for April 28, 2014

April 24, 2014 -

Committee Substitute for CS/SB 1030 filed Committee Substitute 2

April 22, 2014 -

Appropriations Committee voted favorably for CS/CS/SB 1030; YEAS 36 NAYS 3

April 17, 2014 -

CS/SB 1030 was placed on the Appropriations Committee agenda for April 22, 2014

March 24, 2014 -

Criminal Justice Committee voted favorably for CS/SB 1030; YEAS 5 NAYS 1

March 19, 2014 -

CS/SB 1030 was placed on the Criminal Justice Committee agenda for March 24, 2014

March 11, 2014 -

Committee Substitute by Health Policy for Senate Bill 1030 passed; YEAS 8 NAYS 0
Committee Substitute 1

March 6, 2014 -

SB 1030 was placed on the Health Policy Committee agenda for March 11, 2014

February 19, 2014 -

SB 1030 was referred to the following Committees:
Health Policy
Criminal Justice
Appropriations

February 12, 2014 -

SB 1030 was filed Original Bill Text

- See more at: http://fldecides.org/index.php/the-plan/about-florida-legislature/medical-grade-marijuana#sthash.MnsgA0Ho.pfIF5PLI.dpuf

1
2 An act relating to cannabis; providing a short title;
3 creating s. 381.986, F.S.; defining terms; authorizing
4 specified physicians to order low-THC cannabis for use
5 by specified patients; providing conditions;
6 prohibiting specified acts by physicians or persons
7 seeking low-THC cannabis; providing criminal
8 penalties; requiring physician education; providing
9 duties of the Department of Health; requiring the
10 department to create a compassionate use registry;
11 providing requirements for the registry; requiring the
12 department to authorize a specified number of
13 dispensing organizations; authorizing rulemaking;
14 providing requirements and duties for a dispensing
15 organization; providing exceptions to specified laws;
16 creating s. 385.211, F.S.; defining the term "low-THC
17 cannabis"; authorizing certain medical centers to
18 conduct research on cannabidiol and low-THC cannabis;
19 authorizing state or privately obtained research funds
20 to be used to support such research; creating s.
21 385.212, F.S.; requiring the department to establish
22 an Office of Compassionate Use; authorizing the office
23 to engage in specified activities; authorizing
24 rulemaking; amending s. 893.02, F.S.; revising the
25 term "cannabis" as used in the Florida Comprehensive
26 Drug Abuse Prevention and Control Act and as
27 applicable to certain criminal offenses proscribing
28 the sale, manufacture, delivery, possession,
29 dispensing, distribution, or purchase of cannabis, to

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

30 which penalties apply; creating s. 1004.441, F.S.;
31 defining the term "low-THC cannabis"; authorizing
32 state universities with both medical and agricultural
33 research programs to conduct specified research on
34 cannabidiol and low-THC cannabis; authorizing state or
35 privately obtained research funds to be used to
36 support such research; providing an appropriation to
37 the department for research of cannabidiol and its
38 effect on intractable childhood epilepsy; specifying
39 how biomedical research funding for research of
40 cannabidiol and its effect on intractable childhood
41 epilepsy shall be awarded; specifying who may apply
42 for such funding; providing an effective date.
43
44 Be It Enacted by the Legislature of the State of Florida:
45
46 Section 1. This act may be cited as the "Compassionate
47 Medical Cannabis Act of 2014."
48 Section 2. Section 381.986, Florida Statutes, is created to
49 read:
50 381.986 Compassionate use of low-THC cannabis.—
51 (1) DEFINITIONS.—As used in this section, the term:
52 (a) "Dispensing organization" means an organization
53 approved by the department to cultivate, process, and dispense
54 low-THC cannabis pursuant to this section.
55 (b) "Low-THC cannabis" means a plant of the genus *Cannabis*,
56 the dried flowers of which contain 0.8 percent or less of
57 tetrahydrocannabinol and more than 10 percent of cannabidiol
58 weight for weight; the seeds thereof; the resin extracted from

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

59 any part of such plant; or any compound, manufacture, salt,
60 derivative, mixture, or preparation of such plant or its seeds
61 or resin that is dispensed only from a dispensing organization.
62 (c) "Medical use" means administration of the ordered
63 amount of low-THC cannabis. The term does not include the
64 possession, use, or administration by smoking. The term also
65 does not include the transfer of low-THC cannabis to a person
66 other than the qualified patient for whom it was ordered or the
67 qualified patient's legal representative on behalf of the
68 qualified patient.
69 (d) "Qualified patient" means a resident of this state who
70 has been added to the compassionate use registry by a physician
71 licensed under chapter 458 or chapter 459 to receive low-THC
72 cannabis from a dispensing organization.
73 (e) "Smoking" means burning or igniting a substance and
74 inhaling the smoke. Smoking does not include the use of a
75 vaporizer.
76 (2) PHYSICIAN ORDERING.—Effective January 1, 2015, a
77 physician licensed under chapter 458 or chapter 459 who has
78 examined and is treating a patient suffering from cancer or a
79 physical medical condition that chronically produces symptoms of
80 seizures or severe and persistent muscle spasms may order for
81 the patient's medical use low-THC cannabis to treat such
82 disease, disorder, or condition or to alleviate symptoms of such
83 disease, disorder, or condition, if no other satisfactory
84 alternative treatment options exist for that patient and all of
85 the following conditions apply:
86 (a) The patient is a permanent resident of this state.
87 (b) The physician determines that the risks of ordering

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

88 low-THC cannabis are reasonable in light of the potential
89 benefit for that patient. If a patient is younger than 18 years
90 of age, a second physician must concur with this determination,
91 and such determination must be documented in the patient's
92 medical record.
93 (c) The physician registers as the orderer of low-THC
94 cannabis for the named patient on the compassionate use registry
95 maintained by the department and updates the registry to reflect
96 the contents of the order. The physician shall deactivate the
97 patient's registration when treatment is discontinued.
98 (d) The physician maintains a patient treatment plan that
99 includes the dose, route of administration, planned duration,
100 and monitoring of the patient's symptoms and other indicators of
101 tolerance or reaction to the low-THC cannabis.
102 (e) The physician submits the patient treatment plan
103 quarterly to the University of Florida College of Pharmacy for
104 research on the safety and efficacy of low-THC cannabis on
105 patients.
106 (f) The physician obtains the voluntary informed consent of
107 the patient or the patient's legal guardian to treatment with
108 low-THC cannabis after sufficiently explaining the current state
109 of knowledge in the medical community of the effectiveness of
110 treatment of the patient's condition with low-THC cannabis, the
111 medically acceptable alternatives, and the potential risks and
112 side effects.
113 (3) PENALTIES.—
114 (a) A physician commits a misdemeanor of the first degree,
115 punishable as provided in s. 775.082 or s. 775.083, if the
116 physician orders low-THC cannabis for a patient without a

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

117 reasonable belief that the patient is suffering from:
118 1. Cancer or a physical medical condition that chronically
119 produces symptoms of seizures or severe and persistent muscle
120 spasms that can be treated with low-THC cannabis; or
121 2. Symptoms of cancer or a physical medical condition that
122 chronically produces symptoms of seizures or severe and
123 persistent muscle spasms that can be alleviated with low-THC
124 cannabis.
125 (b) Any person who fraudulently represents that he or she
126 has cancer or a physical medical condition that chronically
127 produces symptoms of seizures or severe and persistent muscle
128 spasms to a physician for the purpose of being ordered low-THC
129 cannabis by such physician commits a misdemeanor of the first
130 degree, punishable as provided in s. 775.082 or s. 775.083.
131 (4) PHYSICIAN EDUCATION.—
132 (a) Before ordering low-THC cannabis for use by a patient
133 in this state, the appropriate board shall require the ordering
134 physician licensed under chapter 458 or chapter 459 to
135 successfully complete an 8-hour course and subsequent
136 examination offered by the Florida Medical Association or the
137 Florida Osteopathic Medical Association that encompasses the
138 clinical indications for the appropriate use of low-THC
139 cannabis, the appropriate delivery mechanisms, the
140 contraindications for such use, as well as the relevant state
141 and federal laws governing the ordering, dispensing, and
142 possessing of this substance. The first course and examination
143 shall be presented by October 1, 2014, and shall be administered
144 at least annually thereafter. Successful completion of the
145 course may be used by a physician to satisfy 8 hours of the

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

146 continuing medical education requirements required by his or her
147 respective board for licensure renewal. This course may be
148 offered in a distance learning format.
149 (b) The appropriate board shall require the medical
150 director of each dispensing organization approved under
151 subsection (5) to successfully complete a 2-hour course and
152 subsequent examination offered by the Florida Medical
153 Association or the Florida Osteopathic Medical Association that
154 encompasses appropriate safety procedures and knowledge of low-
155 THC cannabis.
156 (c) Successful completion of the course and examination
157 specified in paragraph (a) is required for every physician who
158 orders low-THC cannabis each time such physician renews his or
159 her license. In addition, successful completion of the course
160 and examination specified in paragraph (b) is required for the
161 medical director of each dispensing organization each time such
162 physician renews his or her license.
163 (d) A physician who fails to comply with this subsection
164 and who orders low-THC cannabis may be subject to disciplinary
165 action under the applicable practice act and under s.
166 456.072(1)(k).
167 (5) DUTIES OF THE DEPARTMENT.—By January 1, 2015, the
168 department shall:
169 (a) Create a secure, electronic, and online compassionate
170 use registry for the registration of physicians and patients as
171 provided under this section. The registry must be accessible to
172 law enforcement agencies and to a dispensing organization in
173 order to verify patient authorization for low-THC cannabis and
174 record the low-THC cannabis dispensed. The registry must prevent

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

175 an active registration of a patient by multiple physicians.
176 (b) Authorize the establishment of five dispensing
177 organizations to ensure reasonable statewide accessibility and
178 availability as necessary for patients registered in the
179 compassionate use registry and who are ordered low-THC cannabis
180 under this section, one in each of the following regions:
181 northwest Florida, northeast Florida, central Florida, southeast
182 Florida, and southwest Florida. The department shall develop an
183 application form and impose an initial application and biennial
184 renewal fee that is sufficient to cover the costs of
185 administering this section. An applicant for approval as a
186 dispensing organization must be able to demonstrate:
187 1. The technical and technological ability to cultivate and
188 produce low-THC cannabis. The applicant must possess a valid
189 certificate of registration issued by the Department of
190 Agriculture and Consumer Services pursuant to s. 581.131 that is
191 issued for the cultivation of more than 400,000 plants, be
192 operated by a nurseryman as defined in s. 581.011, and have been
193 operated as a registered nursery in this state for at least 30
194 continuous years.
195 2. The ability to secure the premises, resources, and
196 personnel necessary to operate as a dispensing organization.
197 3. The ability to maintain accountability of all raw
198 materials, finished products, and any byproducts to prevent
199 diversion or unlawful access to or possession of these
200 substances.
201 4. An infrastructure reasonably located to dispense low-THC
202 cannabis to registered patients statewide or regionally as
203 determined by the department.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

204 5. The financial ability to maintain operations for the
205 duration of the 2-year approval cycle, including the provision
206 of certified financials to the department. Upon approval, the
207 applicant must post a $5 million performance bond.
208 6. That all owners and managers have been fingerprinted and
209 have successfully passed a level 2 background screening pursuant
210 to s. 435.04.
211 7. The employment of a medical director who is a physician
212 licensed under chapter 458 or chapter 459 to supervise the
213 activities of the dispensing organization.
214 (c) Monitor physician registration and ordering of low-THC
215 cannabis for ordering practices that could facilitate unlawful
216 diversion or misuse of low-THC cannabis and take disciplinary
217 action as indicated.
218 (d) Adopt rules necessary to implement this section.
219 (6) DISPENSING ORGANIZATION.—An approved dispensing
220 organization shall maintain compliance with the criteria
221 demonstrated for selection and approval as a dispensing
222 organization under subsection (5) at all times. Before
223 dispensing low-THC cannabis to a qualified patient, the
224 dispensing organization shall verify that the patient has an
225 active registration in the compassionate use registry, the order
226 presented matches the order contents as recorded in the
227 registry, and the order has not already been filled. Upon
228 dispensing the low-THC cannabis, the dispensing organization
229 shall record in the registry the date, time, quantity, and form
230 of low-THC cannabis dispensed.
231 (7) EXCEPTIONS TO OTHER LAWS.—
232 (a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

233 any other provision of law, but subject to the requirements of
234 this section, a qualified patient and the qualified patient's
235 legal representative may purchase and possess for the patient's
236 medical use up to the amount of low-THC cannabis ordered for the
237 patient.
238 (b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or
239 any other provision of law, but subject to the requirements of
240 this section, an approved dispensing organization and its
241 owners, managers, and employees may manufacture, possess, sell,
242 deliver, distribute, dispense, and lawfully dispose of
243 reasonable quantities, as established by department rule, of
244 low-THC cannabis. For purposes of this subsection, the terms
245 "manufacture," "possession," "deliver," "distribute," and
246 "dispense" have the same meanings as provided in s. 893.02.
247 (c) An approved dispensing organization and its owners,
248 managers, and employees are not subject to licensure or
249 regulation under chapter 465 for manufacturing, possessing,
250 selling, delivering, distributing, dispensing, or lawfully
251 disposing of reasonable quantities, as established by department
252 rule, of low-THC cannabis.
253 Section 3. Section 385.211, Florida Statutes, is created to
254 read:
255 385.211 Refractory and intractable epilepsy treatment and
256 research at recognized medical centers.—
257 (1) As used in this section, the term "low-THC cannabis"
258 means "low-THC cannabis" as defined in s. 381.986 that is
259 dispensed only from a dispensing organization as defined in s.
260 381.986.
261 (2) Notwithstanding chapter 893, medical centers recognized

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

262 pursuant to s. 381.925 may conduct research on cannabidiol and
263 low-THC cannabis. This research may include, but is not limited
264 to, the agricultural development, production, clinical research,
265 and use of liquid medical derivatives of cannabidiol and low-THC
266 cannabis for the treatment for refractory or intractable
267 epilepsy. The authority for recognized medical centers to
268 conduct this research is derived from 21 C.F.R. parts 312 and
269 316. Current state or privately obtained research funds may be
270 used to support the activities described in this section.
271 Section 4. Section 385.212, Florida Statutes, is created to
272 read:
273 385.212 Powers and duties of the Department of Health;
274 Office of Compassionate Use.—
275 (1) The Department of Health shall establish an Office of
276 Compassionate Use under the direction of the Deputy State Health
277 Officer.
278 (2) The Office of Compassionate Use may enhance access to
279 investigational new drugs for Florida patients through approved
280 clinical treatment plans or studies. The Office of Compassionate
281 Use may:
282 (a) Create a network of state universities and medical
283 centers recognized pursuant to s. 381.925.
284 (b) Make any necessary application to the United States
285 Food and Drug Administration or a pharmaceutical manufacturer to
286 facilitate enhanced access to compassionate use for Florida
287 patients.
288 (c) Enter into any agreements necessary to facilitate
289 enhanced access to compassionate use for Florida patients.
290 (3) The department may adopt rules necessary to implement

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

291 this section.
292 Section 5. Subsection (3) of section 893.02, Florida
293 Statutes, is amended to read:
294 893.02 Definitions.—The following words and phrases as used
295 in this chapter shall have the following meanings, unless the
296 context otherwise requires:
297 (3) "Cannabis" means all parts of any plant of the genus
298 *Cannabis*, whether growing or not; the seeds thereof; the resin
299 extracted from any part of the plant; and every compound,
300 manufacture, salt, derivative, mixture, or preparation of the
301 plant or its seeds or resin. The term does not include "low-THC
302 cannabis," as defined in s. 381.986, if manufactured, possessed,
303 sold, purchased, delivered, distributed, or dispensed, in
304 conformance with s. 381.986.
305 Section 6. Section 1004.441, Florida Statutes, is created
306 to read:
307 1004.441 Refractory and intractable epilepsy treatment and
308 research.—
309 (1) As used in this section, the term "low-THC cannabis"
310 means "low-THC cannabis" as defined in s. 381.986 that is
311 dispensed only from a dispensing organization as defined in s.
312 381.986.
313 (2) Notwithstanding chapter 893, state universities with
314 both medical and agricultural research programs, including those
315 that have satellite campuses or research agreements with other
316 similar institutions, may conduct research on cannabidiol and
317 low-THC cannabis. This research may include, but is not limited
318 to, the agricultural development, production, clinical research,
319 and use of liquid medical derivatives of cannabidiol and low-THC

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

320 cannabis for the treatment for refractory or intractable
321 epilepsy. The authority for state universities to conduct this
322 research is derived from 21 C.F.R. parts 312 and 316. Current
323 state or privately obtained research funds may be used to
324 support the activities authorized by this section.
325 Section 7. (1) As used in this section, the term
326 "cannabidiol" means an extract from the cannabis plant that has
327 less than 0.8 percent tetrahydrocannabinol and the chemical
328 signature 2-[(1R,6R)-6-isopropenyl-3-methylcyclohex-2-en-1-yl]-
329 5-pentylbenzene-1,3-diol, or a derivative thereof, as determined
330 by the International Union of Pure and Applied Chemistry.
331 (2) For the 2014-2015 fiscal year, $1 million in
332 nonrecurring general revenue is appropriated to the Department
333 of Health for the James and Esther King Biomedical Research
334 Program and shall be deposited into the Biomedical Research
335 Trust Fund. These funds shall be reserved for research of
336 cannabidiol and its effect on intractable childhood epilepsy.
337 (3) Biomedical research funding for research of cannabidiol
338 and its effect on intractable childhood epilepsy shall be
339 awarded pursuant to s. 215.5602, Florida Statutes. An
340 application for such funding may be submitted by any research
341 university in the state that has obtained approval from the
342 United States Food and Drug Administration for an exploratory
343 investigational new drug study of cannabidiol and its effect on
344 intractable childhood epilepsy. For purposes of this section,
345 the Biomedical Research Advisory Council created under s.
346 215.5602, Florida Statutes, shall advise the State Surgeon
347 General as to the direction and scope of research of cannabidiol
348 and its effect on intractable childhood epilepsy and the award

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

349 of research funding.

350 Section 8. This act shall take effect upon becoming a law.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

I-6

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE : June 16, 2014

SUBJECT: **1) Town Managers Employment Contract.**
2) Annual Evaluation and Merit Performance Adjustment

DEPARTMENT: Town Manager

STAFF RECOMMENDED MOTION: To be determined by Town Commission

SUMMARY:

1) My current employment contract for the Town Manager position expires June 21, 2014. If it is the pleasure of the Commission to renew this contract, I would be agreeable to renewing the contract under the existing terms for another two years.

2) According to the Town Manager's contract with the Town of Lady Lake, an annual evaluation must be done by the Town Commission on the Town Manager's performance, and if it is the Commission's desire, a performance merit adjustment can be made to the base salary.

The Town is proposing for the employees this year a 1.5% COLA and up to a 1.5% merit increase for a total of 3%

FISCAL IMPACT: To be determined

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other- Contract, Contract Addendum (5th) and Evaluation Form

[ ] Support Documents

DEPARTMENT HEAD KK	**Submitted**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 6/16/14	**Date** 6/9/14

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] Continued to Date Certain **[ ] Approved with Modification**

6/9

Fifth Addendum to Town Manager Employment Agreement

This Fifth Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent the terms of this Fifth Addendum conflict with the terms of the Employment Agreement or any other addenda thereto, the terms of this Fifth Addendum control and supersede.

The Employment Agreement is extended for another two years and terminates on June 21, 2016

Should Employer authorize Town employees to receive a percentage increase in salary for fiscal year 2014-2015, Employee shall receive the same percentage increase to her salary. For example, Employee's current salary is $111,515.04. Should Town employees receive a 3% increase in salary (1.5% Cost of Living Adjustment and 1.5% Merit Increase) for fiscal year 2014-2015, Employee shall also receive a 3% increase (1.5% Cost of Living Adjustment and 1.5% Merit Increase) and be paid $114,860.49 until the Employment Agreement is terminated or amended by the parties.

Wherefore, the parties have executed this Fifth Addendum:

The Town of Lady Lake **Date:**_____

_____
Ruth Kussard, Mayor

Employee

_____
Kristen Kollgaard, Town Manager

Attest:

_____
Kristen Kollgaard, Town Clerk

Approved as to Form:

_____
Derek A. Schroth, Town Attorney

Town of Lady Lake
Town Manager Evaluation

When completed, please return your to the Town Manager.

Supervision		
Does the Town Manager maintain a standard of respect for department head's ability and encourage their initiative? Does she challenge them to perform at their highest level?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Leadership		
Does the Town manager inspire others to succeed? Does she actively promote efficiency in operations? Does she demonstrate a high regard for personal ethics?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Execution of Policy		
Does she understand the laws and ordinances of the Town and cause them to be fairly enforced?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Community Relations		
Does the Town manager work well with citizens and properly handle their complaints?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Administrative Duties		
Does the Town manager properly handle her administrative duties?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Economic Development		
Does the Town manager work well with developers while protecting the Town's interest? Does she work to increase the Town's tax base through economic development?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Intergovernmental Relations		
Does the Town manager cooperate cordially with neighboring communities and citizens while looking after the interests of the Town?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Town Council Relations		
Does the Town manager work well with the Town commission in making sure there is adequate information available prior to meetings? Is she willing to meet with council members to deal with individual problems and issues?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Planning		
Does the Town manager involve herself in the planning process to the correct degree? Does she review the process and look for better ways to handle development activities?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Financial Management / Budget		
Does the Town manager ensure the budget is prepared and executed in the manner approved by the Town council? Has the Town Manager been a good steward of the Town's finances?	Rating (circle) Exceeds Expectations Meets Expectations Needs Improvement	Comments:

Additional Comments:

Name of Rater: _____ Date: _____

Employment Agreement

This Agreement, made and entered into June 21, 2010, by and between the Town of Lady Lake of the State of Florida, a municipal corporation, hereinafter also called "Employer," as party of the first part, and Kristen Kollgaard hereinafter called "Employee," as party of the second part, both of whom understand as follows:

Recitals

Whereas, Employer desires to employ the services of Kristen Kollgaard as Town Manager of the TOWN OF LADY LAKE as provided by Home Rule Charter; and

Whereas, it is the desire of the governing board, hereinafter called "Town Commission," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

Whereas, it is the desire of the Town Commission to secure and retain the services of the Employee and to provide inducement for her to remain in such employment, and to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

Whereas, Employee desires to accept employment as Town Manager of the TOWN OF LADY LAKE and retain her position as Town Clerk; and

Whereas, in addition to serving as Town Manager, Employer desires to continue to employ Employee as Town Clerk.

Now Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties. Employer hereby agrees to employ Kristen Kollgaard as Town Clerk and Town Manager of the TOWN OF LADY LAKE to perform the Town Manager functions and duties specified in the Town Charter and to perform other legally permissible and proper duties and functions as the Town Commission shall from time to time assign including duties as Town Clerk pursuant to Chapter II, Article IV, Division III of the Code of Ordinances for the Town of Lady Lake.

Section 2: Term.

A. Employee agrees to remain employed by Employer as Town Manager until June 21, 2012 and to not become employed by any other employer until resignation or termination as provided in this Agreement.

B. Prior to the end of the two year contract period, this Agreement may be extended on the same terms and conditions as herein provided, or new terms and conditions may be negotiated by the parties hereto. Nothing in this Agreement shall obligate the Town Commission to extend this Agreement beyond the initial two year period. The parties hereby agree that Employee's services as Town Manager are terminable at will by the Town Commission.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee, in her capacity as Town Manager, at any time, subject only to the provisions set forth in Section 3 of this agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provision set forth in Section 4 of this Agreement.

Section 3: Termination As Town Manager and Retention As Town Clerk

A. Termination As Town Manager. Employee's status as Town Manager and this Agreement may be terminated by the Town at any time for any reason by a majority vote of the Town Commission. If Employee is terminated as Town Manager or resigns as Town Manager, no severance shall be paid to Employee as result of the her termination or resignation as Town Manager.

B. Retention as Town Clerk. If Employee is terminated as Town Manager or resigns as Town Manager, Employee shall remain employed as Town Clerk as an at will employee who can be terminated by her successor Town Manager at anytime for any reason like all other employees of the Town in accordance with Florida law. If Employee is terminated as Town Manager, Employee's benefits as Town Clerk shall be the same as all other employees pursuant to the rules, regulations, ordinances, and resolutions generally applicable to Town employees. If terminated as Town Manager, Employee's annual salary as Town Clerk shall be the amount of the Town Clerk's salary, $70,116.80, plus any annual percentage increases given to other Town employees by the Town Commission while Employee was employed as Town Manager. For example, if Employee, in her capacity as Town Manager, resigns or is terminated in 2012 and the Commission in 2010 gave a 1 percent raise to Town employees and a 3 percent raise in 2011 to Town employees, Employee's annual salary as Town Clerk would be $72,942.50 after her termination or resignation as Town Manager.

Section 4: Resignation. In the event Employee voluntarily resigns her position as both Town Manager and Town Clerk before expiration of the aforesaid term of her employment, then Employee shall give Employer 2 months notice in advance. At any time during the two month period after Employee tenders her notice of resignation as Town Clerk and as Town Manager, Employer can terminate Employee without cause.

Section 5: Salary. Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of $100,110.40 payable in installments at the same time as other management employees of the Employer are paid.

Section 6: Performance Evaluation.

A. On or before June 21, 2011 and at least once a year thereafter, the Town Commission shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted as the Town Commission may from time to time determine. Further, the Town Commission shall provide the Employee with a written evaluation appraisal and provide an adequate opportunity for the Employee to discuss her evaluation with the Town Commission in an open meeting held for that purpose.

B. Within 60 days after the effective date of this Agreement, the Town Commission and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the TOWN OF LADY LAKE and in the attainment of the Town Commission's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. Thereafter, at its discretion, the Town Commission may periodically review the goals and performance objectives to determine whether revisions should be made. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided toward the goals and objectives.

C. In conjunction with the annual evaluation process, Employee may be eligible for an annual performance merit adjustment to base salary increase, with the amounts to be determined by the Town Commission.

D. In effecting the provisions of this Section, the Town Commission and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work. Employer recognizes that Employee must devote a great deal of time outside the normal office hours to do business of the Employer. Accordingly, Employee is allowed a work schedule different than the work schedule of other Town employees, provided the Employee works sufficient hours to perform her duties hereunder satisfactorily. Employee is expected to be available to the Town Commission 24 hours a day seven days a week.

Section 8: Outside Activities. Employee shall obtain prior written approval of the Town Commission before engaging in teaching, consulting or other non-Employer related business.

Section 9: Vacation, Sick Leave, Disability, Health, and Life Insurance and Other Benefits

A. All provisions of the TOWN OF LADY LAKE Charter, Code of Ordinances, regulations, resolutions and personnel rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, mileage reimbursement, and all other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

B. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment as Town Manager and Town Clerk.

Section 10: Dues and Subscriptions. Employer agrees, at its discretion, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 11: Professional Development

A. Employer, at its discretion, hereby agrees to budget for and to pay for travel and subsistence expenses of Employee in accordance with IRS guidelines for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the Florida League of Cities, and such other regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. Employer, at its discretion, also agrees to budget for and to pay for travel and subsistence expenses of Employee in accordance with IRS guidelines for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer as per the Town's Tuition Reimbursement Policy.

C. Employer, at its discretion, also agrees to consider to budget for and to pay for books, tuition and associated costs for Employee's course work if such funds are budgeted, and the program shall be administered in accordance with the Town's Tuition Reimbursement Policy but shall be limited to the amount budgeted and approved by the Town Commission.

Section 12: Civic Club Membership. Employer recognizes the desirability of representation in and before local Civic and other organizations, and Employee is authorized to become a

member of such civic clubs or organizations, for which Employer shall pay all expenses. Employee shall obtain prior approval from the Employer on each membership that she intends to take out at Employer's expense.

Section 13: Indemnification. The Town agrees to defend, hold harmless, and indemnify Employee for any damages, fees, costs or expenses arising out of any and all Employee's acts performed within the scope of Employee's employment in accordance with state law. Employee agrees to defend, hold harmless and indemnify Employer for any and all damages, fees, costs or expenses arising out of any and all Employee's acts performed outside the scope of her employment.

Section 14: Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Amendment to Agreement

The Town Commission, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the TOWN OF LADY LAKE Charter or any other law. Any amendment to this Agreement must be in writing signed by both parties.

Section 16: No Reduction of Benefits By Employer. Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 17: Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. **Employer:** Town Commission
Lady Lake Town Hall
409 Fennell Boulevard
Lady Lake, Florida 32159

B. **Employee:** Kristen Kollgaard
10211 Joanies Run
Leesburg, Fl 34788

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. The obligations created by this Agreement shall become effective upon execution of the Agreement by both parties.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

In Witness Whereof, the TOWN OF LADY LAKE has caused this Agreement to be signed and executed in its behalf by its TOWN COMMISSION, and duly approved as to form by the TOWN OF LADY LAKE ATTORNEY, attested by the TOWN OF LADY LAKE CLERK, and the EMPLOYEE has signed and executed this Agreement, the day and year first above written.

Town Of Lady Lake

By:_____
Mayor: Jim Richards

Attest:

_____
Town Of Lady Lake Clerk

Approved As To Form:

_____
Town Of Lady Lake Attorney

Employee:

_____
Kristen Kollgaard

Addendum to Town Manager Employment Agreement

This Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent that the terms of this Addendum conflict with the terms of the Employment Agreement, the terms of this Addendum shall control.

Employee's salary for the next year beginning June 22, 2011, shall be $104,110.40 and shall remain $104,110.40 per annum until the Employment Agreement terminates on June 21, 2012, or if again amended by the parties.

Wherefore, the parties have executed this Addendum:

The Town of Lady Lake

Date: July 6, 2011

Jim Richards, Mayor

Employee

Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth, Town Attorney

Second Addendum to Town Manager Employment Agreement

This Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent that the terms of this Addendum conflict with the terms of the Employment Agreement or any Prior Addendum, the terms of this Second Addendum shall control.

The Employment Agreement is extended for another two years and terminates on June 21, 2014.

Wherefore, the parties have executed this Second Addendum:

The Town of Lady Lake **Date:** June 18, 2012

Jim Richards, Mayor

Employee

Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth, Town Attorney

Third Addendum to Town Manager Employment Agreement

This Third Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent the terms of this Third Addendum conflict with the terms of the Employment Agreement or any other Addendum thereto, the terms of this Third Addendum shall control.

Employee shall receive a 2% raise in salary effective retroactively June 18, 2012, because Employer intends to approve a raise for all Town employees of 2% for fiscal year 2012-2013. Should Employer not approve the Town employees 2% salary percentage increase for fiscal year 2012-2013, this Third Addendum terminates and Employee shall immediately pay back to the Town the raise she received pursuant to this Third Addendum.

Wherefore, the parties have executed this Addendum:

The Town of Lady Lake **Date:** July 16, 2012

Jim Richards, Mayor

Employee

Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth, Town Attorney

Fourth Addendum to Town Manager Employment Agreement

This Fourth Addendum constitutes a part of that certain Employment Agreement entered into between the Town of Lady Lake ("Employer") and Kristen Kollgaard ("Employee") on June 21, 2010. To the extent the terms of this Fourth Addendum conflict with the terms of the Employment Agreement or any other addenda thereto, the terms of this Fourth Addendum control and supersede.

Should Employer authorize Town employees to receive a percentage increase in salary for fiscal year 2013-2014, Employee shall receive the same percentage increase to her salary. For example, Employee's current salary is $106,204.80. Should Town employees receive a 5% increase in salary (1.5% Cost of Living Adjustment and 3.5% Merit Increase) for fiscal year 2013-2014, Employee shall also receive a 5% increase (1.5% Cost of Living Adjustment and 3.5% Merit Increase) and be paid $111,515.04 until the Employment Agreement is terminated or amended by the parties.

Wherefore, the parties have executed this Fourth Addendum:

The Town of Lady Lake **Date:** 7/15/2013

Jim Richards, Mayor

Employee

Kristen Kollgaard, Town Manager

Attest:

Kristen Kollgaard, Town Clerk

Approved as to Form:

Derek A. Schroth, Town Attorney

J-7

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 16, 2014

SUBJECT: **Ordinance No. 2014-04 – First Reading – Amending the Town of Lady Lake Land Development Regulations (Ordinance No. 94-08); Chapter 1, Article III – Regarding Merging the Parks & Recreation and Tree & Beautification Boards into the Parks, Recreation and Tree Advisory Committee; and Changes to the Technical Review Committee (TRC), Economic Development Advisory Committee, and Special Magistrate (Kris Kollgaard/Thad Carroll/Mike Burske)**

DEPARTMENT: Town Manager/Growth Management/ Parks & Recreation

---

STAFF RECOMMENDED MOTION:

Staff recommends approval of the First Reading of Ordinance No. 2014-04

SUMMARY:

The attached ordinance, Ordinance 2014-04, amends Chapter 1, Article III (Ord. No. 94-08) of the Town of Lady Lake Land Development Regulations, merging the Parks & Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board – the Parks, Recreation and Tree Advisory Committee. Changes to the Technical Review Committee (TRC) include cessation of regularly scheduled meetings; allowing the TRC to consider applications at any time. Minor changes were also made to Section 1-83, deleting Code Enforcement Board; now referred to as the Special Magistrate. Changes to the Economic Development Advisory Committee include having quarterly meetings instead of monthly, and reducing the number of members to five, with a member of the Growth Management staff acting as liaison rather than as a member. By removing Growth Management staff from the committee, constraints of the "Sunshine Law" which currently limit communication between staff and committee members, will no longer impede discussions and the relay of information with staff regarding matters being considered by the committee.

FISCAL IMPACT: N/A

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [X] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents

DEPARTMENT HEAD	Submitted	Date 6/9/14
HR	Approved as to Form	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
TOWN MANAGER	Approved Agenda Item for: 6/16/14	Date 6/9/14

WE 6-9-14

COMMISSION ACTION:

[ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely

[ ] Continued to Date Certain [ ] Approved with Modification

ORDINANCE NO. 2014-04

AN ORDINANCE OF THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA; AMENDING THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS (ORDINANCE NO. 94-08); CHAPTER 1 ARTICLE III IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Code of the Town of Lady Lake, Florida in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Town of Lady Lake has elected to amend Chapter 1 Article III of the Land Development Regulations finding it is in the best interests of the Town of Lady Lake and promotes the general welfare of its citizens.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA:

Section 1. <u>Amendment</u>.

"The Land Development Code of the Town of Lady Lake, Florida," dated August 15, 1994 (the "Land Development Code") is hereby amended as provided below:

Chapter 1, Article III, of the Land Development Regulations entitled "Boards and Commissions", is amended in its entirety as set forth in Exhibit "A", attached hereto and incorporated herein.

Section 2. <u>Severability</u>.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this ordinance; and it shall be construed to have been the Town Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part

or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 3. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Codification.

The provisions of this Ordinance shall be codified as and become part of the Codes of Ordinances, Town of Lady Lake. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 5. Applicability.

This Ordinance does not have retroactive applicability and does not apply to applications filed prior to the effective date of this Ordinance.

Section 6. Effective Date.

This ordinance shall become effective upon adoption.

PASSED AND ORDAINED this 16th day of December, 2013 in the regular meeting of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

_____

~~James Richards~~Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

EXHIBIT "A"

ARTICLE III. BOARDS AND COMMISSIONS

Sec. 1-81. Technical Review Committee (TRC).

There is hereby created the Technical Review Committee ("TRC") to provide technical review for all development applications ~~for development approval and grant final approval for development plans when~~ authorized by this Code.

~~*a) Meetings.* The TRC shall hold regularly scheduled meetings on the first and third Tuesday of each month, unless there are no applications requiring review at that time. A special meeting may be called by the chairman to allow extra time for the review of large or complex applications that have been submitted by the appropriate deadline for the next regularly scheduled meeting. TRC meetings shall be open to the public for the review of formal development applications; however, a developer or landowner may request a preliminary meeting with the TRC for the purpose of discussing proposed development prior to the formal application for approval.~~

a) Membership and organization. The TRC shall consist of the following individuals or their designees: Public Works/Town Engineer, Building Official, Police Department representative, Town Planner, and the Growth Management Director. A designated representative of the Growth Management Department shall be the custodian of the comments and shall serve as the liaison with the applicant. On an as needed basis, the TRC may request the assistance of other professionals, experts and personnel.

~~b) *Membership and organization.* The TRC shall consist of the following individuals or their designees: Public Works/Town Engineer, building representatives and police department representative. The TRC shall be chaired by the Growth Management Director or designated representative. On an as needed basis, the TRC may request the assistance of a planning consultant and the Town Attorney.~~

b) *Review.* Applications may be considered by the individual members of the Technical Review Committee at any time. Upon submittal of an application and full payment, the application will be distributed to the individual committee members. Individual committee members, without meeting on the substance of the application, shall summarize and deliver to the applicant all comments. The response to the applicant shall consist of one of the following:

1) Comments to the applicant that outline the necessary corrections to be addressed by a subsequent submittal, or;

2) A Department of Growth Management letter indicating that the application is sufficient to advance to the next stage for review, along with the dates as scheduled for the Public Hearing process, or;

3) The Town Manager shall grant final approval for certain applications as authorized by the Land Development Regulations, when they are found to be sufficient through the TRC.

c) Meetings. The TRC shall not meet or confer regarding an application or their comments unless a TRC meeting is called by the Town Manager to review applications which, in the Town's Manager's sole discretion, warrant a public TRC meeting due to the scope of the development or other issues concerning the development. TRC meetings, when and if called, shall be noticed to the public and be open to the public in accordance with Florida law.

d) Additional Review Fee. Where it has been determined by the Technical Review Committee that the applicant has not addressed the comments as provided by the committee after two (2) full reviews of the application, the applicant shall remit a fifty dollar ($50) review fee as part of the application for a third review and all reviews thereafter, if any.

Sec. 1-82. Planning and Zoning Board.

There is hereby created the Town of Lady Lake Planning and Zoning Board to review comprehensive planning policies and specific development applications as required by this Code, and provide recommendations to the Town Commission on planning and land development related matters.

a) Membership. The Planning and Zoning Board shall consist of five (5) members appointed by, and serving at the pleasure of, the Town Commission. Members shall be qualified electors residing in the Town.

1) Members shall be appointed for two (2) year terms. A member whose term expires may continue to serve until a replacement is appointed.

2) Members shall hold office as indicated above through February of the year such member's term expires.

3) Members may be removed without notice or without cause by a majority vote of the Town Commission.

4) If any member fails to attend two of three (3) consecutive meetings without cause and without prior approval of the Chairman, the Board shall declare the position vacant and request a replacement be appointed by the Town Commission.

5) When a vacancy occurs prior to the expiration of a term, the Town Commission shall appoint a member to fill the vacancy for the duration of the term within thirty (30) days after the vacancy occurs.

6) No member of the Board shall be an elected official of the Town.

b) Organization and Procedures.

1) The Board shall annually elect a Chairman and Vice-Chairman from among its members in the month of March.

2) The Board shall adopt rules of procedure in accordance with this Code and applicable law to carry out its functions and duties.

3) The Board shall meet on the second Monday of each month, unless canceled by the Board or its Chairman, and at such additional times as requested by the Chairman or Town Commission.

4) A quorum shall consist of a majority of the members of the Board.

5) The Town shall provide a recording secretary to keep minutes of the Board's meetings.

c) General Functions and Duties.

1) The Board shall obtain and review information necessary to prepare and amend the Comprehensive Plan, Development Code of the Town, and the Official Zoning Map of the Town.

2) The Board shall monitor the operation and effectiveness of the Comprehensive Plan and this Code, and recommend amendments to the Town Commission.

3) The Board shall conduct public hearings and perform other duties as required by the Code.

(Ord. No. 2005-40, § l(Exh. A), 8-4-2005; Ord. No. 2008-20, § 1 (Exh. A), 7-21-2008

Sec. 1-83. Code Enforcement ~~Board/~~Special Magistrate.

a) Code Enforcement ~~/~~Special Magistrate.

1) The Town Commission shall appoint one (1) or more persons to act in the capacity of a Special Magistrate to hear cases involving violations of the Town of Lady Lake Code of Ordinances and the Land Development Regulations.

2) In order to serve as a Code Enforcement~~/~~Special Magistrate (hereinafter referred to as "Special Magistrate"), a person must be either a lawyer in good standing with the Florida Bar or a Florida Supreme Court certified mediator.

3) The Town shall include within the statement of violation and notice of hearing the date, time, and location the ~~name of the code enforcement/~~ Special Magistrate ~~assigned to~~ will hear the case.

b) Jurisdiction and Powers. The ~~Code Enforcement/~~Special Magistrate shall have jurisdiction to hear and decide cases involving alleged violations of any provision of the Town of Lady Lake Code, the Land Development Regulations, or any resolution duly enacted by the Town Commission. The Special Magistrate shall have all powers granted by applicable law, in accordance with the Florida Statutes Chapter 163, or as amended.

c) Enforcement Procedure.

1) The Growth Management Director or designee shall have the duty of enforcing the various codes pursuant to this chapter. The Special Magistrate shall not have the power to initiate enforcement proceedings pursuant to this chapter. The Growth Management Director or designee shall accept anonymous code violation complaints.

2) If a violation of a code provision is found, the Growth Management Director or designee shall notify the alleged violator of the violation and give the alleged violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, the Growth Management Director or designee shall schedule a hearing in front of the Special Magistrate and provide written notice to the alleged violator of a scheduled hearing in the manner prescribed in subsection (d). If the violation is not corrected by the time specified for correction by the Growth Management Director or designee, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.

3) If a repeat violation is found, the Growth Management Director or designee shall notify the alleged violator, but shall not be required to give the alleged violator a reasonable time to correct the violation. The Growth Management Director or designee, upon notifying the alleged violator of a repeat violation, shall schedule a hearing, and shall provide written notice to the alleged violator of a scheduled hearing in the manner prescribed in subsection (d). The case may be presented to the Special Magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the Special Magistrate shall retain the right to hold a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. For purposes of this chapter, a repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found to have violated or who has admitted violating the same provision within five (5) years prior to the violation, notwithstanding the violations occur at different locations.

4) Notwithstanding the provisions of paragraphs (1), (2), and (3), [above], if the Growth Management Director or designee has reason to believe a violation presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, the Growth Management Director or designee shall make a reasonable effort to notify the alleged violator and may immediately schedule a hearing in front of the Special Magistrate.

d) Written Notice.

1) All written notices required by this section shall be provided to the alleged violator by certified mail, return receipt requested, to the owner of the property in question at the address listed in the property appraiser or tax collector's office for tax notices and at any other address provided to the Town by such owner (hereinafter collectively "owner's address"). If such notice is returned as unclaimed or refused, notice shall be provided by posting and by first-class mail directed to the owner's address or by leaving the notice at the alleged violator's usual place of residence with some person of his or her family above fifteen (15) years of age, and informing such person of the contents of the written notice; or in the case of commercial premises, leaving the notice with the manager, registered agent, or other person in charge.

2) In addition to providing written notice as set forth in subsection (a), written notice may also be served by publication or posting as provided in F.S. § 162.12(2).

3) Evidence that an attempt has been made to hand deliver or mail notice, as provided in subsection (1) together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met without regard to whether or not the alleged violator actually received such notice.

e) Public hearings.

1) Upon request of the Growth Management Director, a hearing in front of the Special Magistrate shall be scheduled. Minutes shall be kept of all hearings before the Special Magistrate and proceedings shall be open to the public. The alleged violator shall be given at least fifteen (15) days written notice of the hearing, pursuant to the provisions of subsection (d), above. The Special Magistrate is a quasi-judicial official and shall follow all statutes and common law concerning ex-parte communications.

2) Each case before the Special Magistrate shall be presented by the Town.

3) The Special Magistrate shall proceed to hear cases on the agenda for the day of the scheduled hearing. All testimony shall be under oath or affirmation, and shall be recorded. The Special Magistrate, Town Attorney, Town Clerk, or Deputy Clerk shall have power to administer oaths and affirmations. The Town and the alleged violator shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, impeach witnesses and rebut evidence. All persons appearing before the Special Magistrate shall be sworn in prior to giving any testimony relevant to the case. However, hearings shall be informal and need not be conducted according to technical rules of evidence.

4) Any relevant evidence shall be admitted if determined by the Special Magistrate to be the sort of evidence upon which reasonable and prudent persons are accustomed to rely in the conduct of their affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible in civil actions. Hearsay evidence may be used to supplement or explain other evidence, but shall not be sufficient in itself to

support a finding of fact unless it would be admissible over objection in a civil action. The Special Magistrate may exclude irrelevant or unduly repetitious evidence.

5) After the conclusion of the hearing, if enforcement action is necessary, the Special Magistrate shall issue findings of fact and conclusions of law in the form of an Order of Enforcement, which shall command whatever steps are necessary to bring a violation into compliance by the time set in the order. The Order of Enforcement may include a notice that it shall be complied with by a specified date and that a fine may be imposed if the order is not complied with by such date. At the discretion of the Growth Management Director or designee and based upon the individual circumstances of a case, a certified copy of such Order of Enforcement may be recorded in the public records of the county prior to compliance and shall constitute notice to 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, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If such an Order of Enforcement is recorded in the public records pursuant to this section, and the order is complied with by the date specified in the order, the Special Magistrate shall issue an order acknowledging compliance, which shall be also recorded in the public records of the county.

6) The Town Clerk or the clerk's designee shall maintain all official records and orders of the Special Magistrate.

f) Subpoena Powers. The Special Magistrate, the Growth Management Director or designee, or the alleged violator may request that witnesses and evidence, including records, surveys, plats, and other materials be subpoenaed for any code enforcement hearing. Subpoenas, if requested in writing at least ten (10) days prior to the hearing, shall be signed by the Special Magistrate. Subpoenas may be served by the sheriff, or in any other manner provided by law. Proof of such service shall be made by affidavit of the person making service if not served by an officer authorized by law to do so.

g) Decisions and Orders.

1) The Growth Management Director or designee, or the violator may appeal a final administrative order of the Special Magistrate to the Circuit Court of the Fifth Judicial Circuit in Lake County. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

2) Every Order of Enforcement entered by the Special Magistrate shall be in writing, and shall include findings of fact and conclusions of law, and shall contain a notice that the violation(s) shall be complied with by a specified date or that the stated fine will be imposed; that an administrative fee may be imposed; and that the violator shall have twenty (20) days from the imposition of the fine to request a due process hearing before the Special Magistrate to appeal the fine but such hearing shall not be a hearing de novo. Requesting a hearing on the Order of Enforcement shall not toll the time for appeal to the Circuit Court sitting in Lake County, Florida.

3) Every Order of Enforcement entered by the Special Magistrate shall be filed in the office of the clerk for the Special Magistrate. A copy of the executed order shall be mailed, regular mail and certified mail, to the owner's address.

4) The Special Magistrate shall, in every proceeding, reach a decision without unreasonable or unnecessary delay.

h) Orders of Enforcement; Liens. Reduction of Fine; Liens.

1) The Growth Management Director or designee having knowledge that an Order of Enforcement has not been complied with by the time set out in the Order of Enforcement, may cause to have the certified Order of Enforcement recorded in the public records of the county along with an affidavit of noncompliance.

a) A fine imposed pursuant to this section shall not exceed two hundred and fifty dollars ($250.00) per day for a first violation and shall not exceed five hundred dollars ($500.00) per day for a repeat violation. However, if the Special Magistrate finds the violation to be irreparable or irreversible in nature, the Special Magistrate may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

b) In determining the amount of the fine, if any, the Special Magistrate shall consider the following factors:

i) The gravity of the violation;

ii) Any actions taken by the violator to correct the violation; and

iii) Any previous violations committed by the violator.

2) The violator shall have the right to request a hearing in front of the Special Magistrate to challenge the imposition of a fine, as contained in the Order of Enforcement, provided such hearing is requested within twenty (20) days of the date of imposition of the fine. If the hearing is timely requested, it shall be scheduled as soon as practicable in front of the Special Magistrate. The hearing shall be limited to consideration of only those new findings necessary to imposing the fine as contained in the Order of Enforcement and shall in no event be a complete re-hearing of the case. If the violator fails to make a timely request for a hearing on the imposition of a fine contained in the Order of Enforcement, the order shall remain as recorded in the public records of Lake County, Florida. Requesting a hearing on the Order of Enforcement shall not toll the time for appeal to the Circuit Court sitting in Lake County, Florida.

3) A certified copy of an Order of Enforcement shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the

sheriff, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever shall first occur. After three (3) months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the Town attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest, attorney fees, and costs pursuant to the provisions of F.S. § 162.09.

4) No lien created pursuant to this chapter shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction.

5) Upon complying with the Order of Enforcement as executed by the Special Magistrate, the violator may request a hearing to ask for a reduction of fine accrual of the Order of Enforcement. Such request shall be made in writing addressed to the Growth Management Director or designee. Upon receipt of such request, Growth Management Director or designee shall verify that the violator has complied with the Order of Enforcement, and if in compliance, shall schedule the reduction request to be heard by the Special Magistrate. A request for reduction of fine shall not toll the time for filing an appeal of the Order of Enforcement to the Circuit Court. Should the Special Magistrate recommend a fine reduction, the Town Clerk shall place the fine reduction recommendation on the next available regular commission meeting agenda to consider approval of the Special Magistrate's recommendation. Upon approval, the Town Commission shall authorize the Mayor to sign an amended order or any other legal document necessary to satisfy or reduce the lien.

i) Conflicts. All ordinances or part of ordinances in conflict with any of the provisions of this section are hereby repealed.

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

(Ord. No. 2005-11, § 2 (Exh. A), 5-19-2005; Ord. No. 2007-29, §§ 3-1-3-11,10-18-2007)

Editor's note: Ord. No. 2005-11, § 1, adopted May 19, 2005, repealed § 1-83, in its entirety. Section 2 (Exh. A), of said ordinance, enacted new provisions to read as herein set out. Prior to amendment, § 1-83 pertained to similar subject matter and derived from the original Land Development Code Regulations.

State law reference: Code enforcement boards and special magistrates, F.S. § 162.01 et *seq.*

Sec. 1-84. Local Planning Agency.

a) Authority. This section is enacted pursuant to, and in accordance with, provisions of F.S. Ch. 163 (Local Government Comprehensive Planning and Land Development Regulations), or as amended.

b) Designation and Establishment of Local Planning Agency. Pursuant to, and in accordance with, F.S. § 163.3174, or as amended, the Town Commission is hereby designated and established as the Local Planning Agency for the incorporated territory of the Town.

c) Organization. The Local Planning Agency shall consist of the five (5) elected officials to the Town Commission and their term shall run concurrently with their terms as Town Commissioners. The officers of the Local Planning Agency shall be the same officers as the Town Commissioners.

d) Rules of Procedures. The Local Planning Agency shall follow the same rules of procedures as the Town Commission and may adopt any additional rules of procedures they may deem necessary and expedient when sitting as the Local Planning Agency.

e) Public Meetings and Records. All meetings of the Local Planning Agency shall be public meetings and all agency records shall be public records. The Local Planning Agency shall encourage public participation.

f) Appropriation of Funds. The Local Planning Agency, in accord with the fiscal practices thereof, has the authority to expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources, provided however, acceptance of loans must be approved as the Town Commission.

g) Financial Support for Staffing and Work. The Town Commissioners, sitting as the Town Commission, as well as sitting as the Local Planning Agency, is hereby authorized to provide financial support for the staffing and work of the agency, and may provide for the financial support and staffing as they may deem necessary and expedient.

h) Comprehensive Plan. The Local Planning Agency may designate any agency, committee, department or person to prepare the Comprehensive Plan or any element thereof, but the final responsibility for the recommendation of the adoption of the plan shall be the responsibility of the Local Planning Agency.

i) Powers and Duties. The Local Planning Agency, in accordance with F.S. Ch. 163, or as amended, shall:

1) Conduct the comprehensive planning program and prepare the Comprehensive Plan or elements or portions thereof for the Town.

2) Coordinate the Comprehensive Plan or elements or portions thereof with the Comprehensive Plans of other appropriate local governments and the state.

3) Monitor and oversee the effectiveness and status of the Comprehensive Plan.

Sec. 1-85. ~~Tree and Beautification~~ Parks, Recreation, and Tree Advisory Committee; established.

a) Purpose and Intent. ~~The Lady Lake Tree and Beautification Advisory Committee is hereby established to assist the Lady Lake Town Commission with the formulation of a Comprehensive Tree Plan for the purpose of implementing and fostering the planting, growth and protection of trees in the Town of Lady Lake.~~ The Lady Lake Parks, Recreation and Tree Advisory Committee is hereby established to advise the Parks and Recreation Department of needed recreation and beautification projects in the Towns' parks and green areas: and for the purpose of identifying and formulating programs to promote the beautification in the Town through the planting of new trees and the protection of existing trees and to assist with the formulation of a comprehensive tree plan for the Town of Lady Lake;

b) Duties. The Lady Lake Parks, Recreation and Tree Board Advisory Committee shall serve as an advisory board to the Lady Lake Town Commission and shall be responsible for the following duties in addition to other Town wide park related activities:

1) ~~To facilitate the planting, growth and protection of trees;~~ To identify needed improvements to our parks and green areas;

2) ~~To foster the communication among the citizens of the Town that would provide the needed protection of trees and to coordinate active measures to support their health and growth;~~ To foster the communication among the citizens of the Town and to accept and relay new ideas for recreation and park and green area improvements;

3) ~~To establish a comprehensive tree plan and present the plan to the Town Commission for adoption~~; To make recommendations to the Parks and Recreation Director on needed equipment, potential safety hazards and make recommendations for the purchase of parks and recreation related items.

4) ~~To investigate available grants, loans or contributions from other governmental agencies, public or private corporations or individuals; and to recommend the expenditure of any proceeds toward the accomplishment of the committees purpose;~~ When requested by the Lady Lake Town Commission, to consider, investigate, make findings of fact, report, and make recommendations upon any special matter or question coming within the scope of its duties

5) To provide recommendations to the Town Commission regarding landscaping materials (plant species), landscaping buffers, and landscaping plans as prepared for Major Site Plan applications to be considered by the Town Commission. ~~To conduct continuing research, planning and feasibility studies necessary to support the purpose stated in this Ordinance; and~~

~~6) To consider, investigate, make findings of fact, report, and make recommendations upon any special matter or question coming within the scope of its duties when requested by the Town Commission.~~

~~*e) Implementation of Tree Plan.* Upon the adoption of a Comprehensive Tree Plan, it shall be the duty of the Town Manager or designee to undertake the day-to-day care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas.~~

d) Members; Qualifications; Appointments. ~~The Tree and Beautification Advisory Committee~~ The Lady Lake Parks, Recreation and Tree Board Advisory Committee shall be comprised of initially ~~five~~ seven (7) members who are residents of the Town of Lady Lake and membership may be reduced to five (5) members through attrition. Members shall serve without compensation and shall be appointed by the Mayor with a consensus from the Town Commission.

e) Terms. ~~The initial terms of members shall be staggered so that two members serve an initial term of three (3) years; two (2) members serve an initial term of two (2) years; and one (1) member serves an initial term of one (1) year. Upon the expiration of each of the initial terms, successor members shall be appointed for a term of two (2) years.~~ As this Board was combined from members of both the Tree and Beautification Committee and the Parks and Recreation Advisory Board, the members shall continue their current terms. In the event a vacancy occurs and the remainder of the current term is more than three months, the position shall be filled for remainder of the term. In the event a vacancy occurs and the remainder of the term is less than three (3) months, new appointments shall complete the term that has been vacated and serve a two (2) year term thereafter.

f) Election and Terms of Officers. ~~The Tree and Beautification Advisory Committee~~ The Lady Lake Parks, Recreation and Tree Board Advisory Committee shall elect a Chairperson and a Vice-chairperson to serve as officers for a one (1) year term. The Town will provide a staff member to take minutes at the meetings. Members shall not serve for more than two consecutive terms as officers in the same position ~~A Secretary may be elected or provided by the Town. This position will also serve a one (1) year term if this position is elected. Members shall not serve for more than two (2) consecutive terms as officers in the same position.~~

g) Meetings; Sunshine Law. ~~The Tree and Beautification Advisory Committee~~ The Lady Lake Parks, Recreation and Tree Board Advisory Committee shall set a regular schedule for meetings and shall coordinate with the Lady Lake Town Clerk to assure that notice of the meetings has been posted in accordance with Florida Law. The Town Manager may call a special meeting of the committee in the event a matter warrants the timely attention of the committee. There must be a quorum at all meetings. In accordance with Florida Law, the

Lady Lake Parks, Recreation and Tree Board ~~Tree and Beautification~~ Advisory Committee members are subject to Florida Law regarding open meetings and may not discuss with any other committee member matters that are pending before the committee or are reasonably anticipated to come before the committee unless such discussions occur at a duly noticed public meeting of the committee.

h) Quorum. A quorum in the meetings of the ~~Tree and Beautification~~ The Lady Lake Parks, Recreation and Tree Board Advisory Committee shall consist of a majority of the committee members. In the event the Chairperson and the Vice-Chairperson are not at the meeting, the board will vote on the person to act as Chairperson for the meeting.

i) Attendance at Meetings and Removal. Faithful attendance at the meetings of the ~~Tree and Beautification~~ Lady Lake Parks, Recreation and Tree Board Advisory Committee Advisory Committee is essential to the effectiveness of the committee. Any member missing three (3) consecutive meetings may be removed from the committee by the Lady Lake Town Commission. Any member not able to attend a regularly scheduled meeting must give notice to the Town Clerk or designee, who shall be responsible for notifying the chairperson. In the event the chairperson is not able to attend a regularly scheduled meeting, the chairperson shall notify the Town Clerk or her designee, who shall be responsible for notifying the vice-chairperson.

j) Rules; Records of Proceedings. The ~~Tree and Beautification~~ Lady Lake Parks, Recreation and Tree Board Advisory Committee Advisory Committee shall adopt rules for the transaction of its business and shall keep a record of its members' attendance. The rules shall be modeled after Roberts' Rules of Order. The committee secretary shall keep a record of its discussion, recommendations, findings and minutes, and shall provide the Town Clerk or designee with all such records which shall be public record on file in the Town Clerk's office. The committee's records shall be provided to the Town Commission on a quarterly basis for its review.

k) Report to Commission. The committee shall prepare a quarterly report to be provided to the Lady Lake Town Commission for its review and consideration along with a copy of the committee's records of its meetings.

l) Severability. If any section, sentence, clause or phrase of this section is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this section.

(Ord. No. 2005-55, § 1 (Exh. A, §§ 1-12), 11-03-2005)

Editor's note: Ord. No. 2005-55, § 1, repealed § 1-85, in its entirety. Section I (Exhibit A, §§ 1-12) of said ordinance enacted new provisions to read as herein set out. Prior to amendment, § 1-85 pertained to similar subject matter and derived from Ord. No. 2005-28, §§ 1-12.

Sec. 1-86. Economic Development Advisory Committee.

a) Purpose and Intent. The Lady Lake Economic Advisory Committee is hereby established to formulate projects for carrying out such economic development programs through attraction of new businesses and encouragement of existing businesses in the Town of Lady Lake.

b) Duties and Goals. The Economic Development Advisory Committee will make recommendations to the Town Commission that will contribute to the establishment of a persisting and comprehensive strategic economic development plan, including:

1) To identify, promote, solicit and coordinate economic development in the Town of Lady Lake through existing businesses and economic enterprises within the Town.

2) Development of a business recruitment strategy including identifying target businesses and planning incentive and marketing programs.

3) To develop and provide recommendations to the Town Commission regarding the establishment of a balanced and sustainable economic development program and the use and distribution of public funds committed to enhancing economic development.

4) To develop and implement a phased and interrelated strategic plan for the economic development of the Town, including internet based (web) marketing applications.

5) To conduct market analyses that will provide information and data that will allow the Town to target businesses and industries that will result in the Town being the beneficiary of economic advances and benefits.

6) To inventory the available lands and facilities that can accommodate future development and assess the need for various infrastructure improvements to provide the necessary capacity for sustainable economic development.

7) To locate and evaluate grants and other funding sources that may be available to the Town to further its economic development programs.

8) To serve as ambassadors to the business community by representing the Town's interest in local and regional business development organizations in an effort to build partnerships.

c) *Members; qualifications; appointments.* The Economic Development Advisory Committee shall be comprised of ~~six (6)~~ five (5) voting members who are residents or business owners/representatives of the Town of Lady Lake. ~~and one (1) voting~~ One member from the Lady Lake Growth Management Department shall serve as the committee liaison. Members shall be appointed by the Mayor with a consensus from the Town Commission. Whenever possible, the Commission shall strive to appoint members including, but not limited to, the following professions: Realtors, Developers, Contractors, Bankers, as well as any member of

the business community or the Lady Lake Chamber of Commerce. There shall also, whenever possible, be a representative at the meetings from the Lake Sumter Metropolitan Planning Organization and the Lake County Department of Economic Development [and] Tourism; these representatives shall serve in an advisory/guidance capacity to the Economic Development Advisory Committee and shall not have voting rights.

d) *Terms.* The initial terms of members shall be staggered so that three (3) members serve an initial term of three (3) years; two (2) ~~four (4)~~ members serve an initial term of two (2) years. Upon the expiration of each of the initial terms, successor members shall be appointed for a term of two (2) years. In the event a vacancy occurs and the remainder of the current term is more than three (3) months, the position shall be filled for the remainder of the term. In the event a vacancy occurs and the remainder of the term is less than three (3) months, new appointments shall complete the term that has been vacated and serve a two-year term thereafter.

e) *Election and terms of officers.* The Economic Development Advisory Committee shall elect a Chairperson and a Vice-Chairperson to serve as officers for a one-year term.

f) *Meetings; Sunshine Law.* The Economic Development Advisory Committee shall ~~set a regular schedule for meetings~~ meet on a quarterly basis on the first Tuesday of January, April , July and October, with additional workshops scheduled as needed by the Chairperson. ~~and~~ The Committee Chair -shall coordinate with the Lady Lake Town Clerk to assure that notice of the meetings has been posted in accordance with Florida Law. The Town Manager may call a special meeting of the Committee in the event a matter warrants the timely attention of the Committee. There must be a quorum at all meetings. In accordance with Florida Law, Economic Development Advisory Committee members are subject to Florida Law regarding open meetings and may not discuss with any other Committee member matters that are pending before the Committee or are reasonably anticipated to come before the Committee unless such discussions occur at a duly noticed public meeting of the Committee.

g) Quorum. A quorum in the meetings of the Economic Development Advisory Committee shall consist of a majority of the members.

h) Attendance at Meetings and Removal. Faithful attendance at the meetings of the Economic Development Advisory Committee is essential to the effectiveness of the Committee. Any member missing three consecutive meetings may be removed from the Committee by the Lady Lake Town Commission. Any member not able to attend a regularly scheduled meeting must give notice to the Town Clerk or designee, who shall be responsible for notifying the Chairperson. In the event the Chairperson is not able to attend a regularly scheduled meeting, the Chairperson shall notify the Town Clerk or designee, who shall be responsible for notifying the Vice-Chairperson.

i) Rules; Records of Proceedings. The Economic Development Advisory Committee shall adopt rules for the transaction of its business and shall keep a record of its members' attendance. The Town Clerk's Office shall keep a record of its discussions, recommendations, findings and minutes. All such records shall be public record on file in the Town Clerk's office. The Committee's records shall be provided to the Town Commission.

j) Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

(Ord. No. 2011-32).

TECHNICAL REVIEW COMMITTEE COMMENTS
FIRST REVIEW 7/12/14

These comments do not pertain to any project in the Town; this is strictly to demonstrate the format of the reviews that will be supplied to the applicant following each review. When all departments are satisfied, the application will advance to the next step in the process for approval as required by the Land Development Regulations (i.e., P&Z, Town Commission, or approval by the Town Manager).

Project: Orange Blossom Apartments
Proposal: Site Plan – 1st Submittal

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. Perimeter Wall. On sheet 3 of the site plan, there is a note indicating that the proposed perimeter wall location will be shown on the landscape plan. Please amend the landscape plan to reflect the location of the perimeter wall. If it has been indicated within the landscape plan, feel free to dismiss this comment.

2. East Elevation Windows. On sheet 3 of the site plan, please amend the plan to indicate the percentage of the building facade which contains windows. Please be aware that per the Land Development Regulations, windows maybe false but shall not appear false.

3. Open space. On sheet 3 of the site plan, there is a note indicating that open space accounts for 2.3 acres of the project acreage. Please give the details of the open space area noting any proposed outdoor amenities incorporated within the open space area

4. Two-Way perimeter road must be a minimum of 24' wide. Plans show 20'.

5. Two-Way drive aisle in parking lot must be 24' wide. Plans show 22'.

6. At the completion of the project please submit as-builts to the Town of Lady Lake in electronic format.

POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. There are no comments at this time pertaining to any issues concerning the police department for this application.

FIRE

Questions may be directed to Kerry Barnett k-l5122@peoplepc.com or Capt. Dan Hickey at

1. The site work being conducted on the property will comply with the Florida Fire Prevention Codes.

2. Dead end roadways shall not exceed 150 feet unless a proper turn-about is in place at the end of the roadway which has a turning radius of 60 feet. (18. 2, NFPA 1, 2003 Edition)

3. The outer roadway must have a clear width of 24 feet.

4. A second point of water service needs to be provided for this project.

5. The Fire Sprinkler System being provided for the project shall be a NFPA 13 system.

BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com

1. Building separation shall remain at a minimum of 10' wall to wall.

PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

Water:

1. **Sheet #5**---- Proposed 8" water line, fire hydrants assembly, and flow control valves on the outer perimeter of the proposed Roadway indicated on plans—Ok.

2. **Sheet #5**----Note: (1) Talked with the engineer about the water services proposed to each lot. He stated that all the internal lines would be private and requested that the meters be maintained by the Town. Note: (2) Indication on the plans should reflect the internal water lines to be private and maintained and repaired by the owner in case of breaks and etc. Note: (3) The proposed internal water lines to the condo's individual groups section should have flow control valves to control flow separation in case of breaks within the proposed internal lines.

3. Comments subject to changes based on construction submittal and TRC review.

4. All materials and installations shall meet Town specifications.

Sewer:

1. The sewer on this project should be gravity to lines at the first manhole on Old Dixie Hwy.

Reuse:

1. Reuse is not available to serve this project.

ENGINEERING CONSULTANT

Questions may be directed to Chris Schultz, P.E., at chris.schultz@neel-schaffer.com

1) Provide copies of all outside agency permits (SJRWMD, County, FDEP, FWC).

2) The parking provided (100) is less that required by the Town's code (136). The number provided is based upon ITE parking generation rates for Senior Adult Housing - Attached. The provided parking represents a minimum for this type of use. While the ITE rate is an accepted industry standard, efforts should be made to meet the Town's code. There is area available within the site that could provide additional parking. It should be considered for grassed, overflow parking to bring the total closer to the Town's standard.

3) The sewer system calls for an on-site lift station with a forcemain connecting to a manhole at Old Dixie. The tie-in point is all downhill from the project site. The sewer system should be redesigned as a gravity system coming from on-site manhole to the Old Dixie Hwy manhole. This would eliminate the lift station, about 1,000 ft of forcemain and a directional bore. Also, a

gravity line down Griffin Drive would facilitate future tie-ins from the undeveloped property on the west side of the road.

LAKE COUNTY PUBLIC WORKS

Questions may be directed to Ross Pluta at rpluta@lakecountyfl.gov

1) Left and right turn lanes are required on Lemon Drive at the proposed entrance.

2) The existing right-of-way is +/- 33' from road centerline; additional right-of-way dedication should be required for the road improvements and to accommodate a sidewalk – if sidewalk is required by the Town .

3) Lake County Driveway Permit shall be required before construction plans approval.

DRAFT

J-8

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: June 16th, 2014

SUBJECT: Consideration of Resolution Number 2014-112, authorizing the Town Manager to execute and sign the State of Florida, Department of Transportation (FDOT), Traffic Signal Maintenance and Compensation Agreement.

DEPARTMENT: Public Works

STAFF RECOMMENDED MOTION: Approve Resolution No. 2014-112.

SUMMARY: The State has programs that allow the Maintaining Agency (Town of Lady Lake) to be reimbursed for a portion of the cost to maintain highway traffic signals. A previous agreement was entered into by the Town in 2002 via Resolution Number 2002-103. Staff is requesting the authorization to enter into this agreement. The resolution authorizes the Town Manager to execute and sign said agreements.

FISCAL IMPACT: None

[ ] **Capital Budget**
[ ] **Operating**
[ ] **Other**

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**
[ ] **Other**
[X] **Support Documents –** FDOT Agreement and supporting documents.

DEPARTMENT HEAD	**Submitted**	**Date:** 6/05/2014
HR	**Approved as to Form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 6/10/14	**Date** 6/9/14

COMMISSION ACTION:

[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

RESOLUTION NO. 2014-112

A RESOLUTION OF THE TOWN OF LADY LAKE, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND SIGN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA:

WHEREAS, the Town of Lady Lake, Florida, hereinafter referred to as the "Maintaining Agency" has been maintaining and causing to be maintained and assuming the cost to operate the traffic signals; and

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operations of traffic signals or signal systems on the State Highway System, and the FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida hereby authorizes the Town Manager to execute the State of Florida Department of Transportation "Traffic Signal Maintenance and Compensation Agreement".

Section 1. Effective Date. This resolution shall become effective immediately upon adoption.

RESOLVED this **16th** day of **June**, **2014**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 25, 2014

To: Traffic Signal Maintaining Agencies

Re: Traffic Signal Maintenance and Compensation Agreement

Dear Colleagues:

At the outset, I want to thank the Maintaining Agencies, FACERS and Department staff for the valuable input and feedback in finalizing the revised *Traffic Signal Maintenance and Compensation Agreement*. The intent is that this Agreement will be used for the period July 1, 2014 through June 30, 2015 and we will begin negotiations for an Agreement that will be used in future years. The revisions in this Agreement include compensation for new traffic signals and additional warning beacons and other devices; clarifying language on the responsibilities for maintenance of mast arms; a requirement of an annual report with performance measures to include detection device malfunction repairs or restoration within sixty days; and each traffic signal shall receive at least one minor preventative maintenance inspection per year.

The Department is requesting that this new Agreement be signed by all Maintaining Agencies and returned to the Department by June 15, 2014 so that the Agreement can be executed effective July 1, 2014. If your Agency is unable to meet the June 15, 2014 deadline, please contact your local District Traffic Operations Engineer and let them know of the anticipated date by when the Agreement will be signed.

The Department intends to begin negotiations for developing a new Agreement for future years, which will include additional performance measures, and a review of the overall compensation structure and all contract language. The Department is committed to discussing compensation, performance measures or other aspects of the Agreement during negotiations. In preparing for these negotiations, we will be requesting the Maintaining Agencies to provide information on the costs for operating and maintaining traffic signals and other devices on the state highway system. This information was very helpful during the initial discussions for developing the compensation amounts that are currently used.

Once again, thank you for your assistance, and we look forward to our continued partnership in providing traffic signal services on the state highway system. The Department looks forward to working with all parties on developing the future Agreement. If any Maintaining Agency has any questions concerning the Agreement, they should contact their local District Traffic Operations Office.

Sincerely,

Mark C. Wilson, P.E.
State Traffic Operations Engineer

cc: Ananth Prasad, P.E., Secretary
District Secretaries
District Traffic Operations Engineers

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of_____, ____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 2. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

a) Payment shall be made only after receipt and approval of service.
b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.

b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____
(Seal if Applicable)

Reviewed:

_____
Attorney Date

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Legal Review:

_____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY

Effective Date: To:

Maintaining Agency:

Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compen -sation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency /Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD)	Traffic Warning Beacon (TWB)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)

Total Lump Sum	$0.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of $0.00.

Maintaining Agency Date

District Traffic Operations Engineer Date

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $2,622 x (2/4) = $1,311

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $675 x (2/3) = $450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be {($295*1) + ($148*2)} = $591

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
11-12	$2,701	$675				
12-13	$2,782	$696				
13-14	$2,866	$716				
14-15	$2,951	$738	$295	$738	$148	$148
15-16	$3,040	$760	$304	$760	$152	$152
16-17	$3,131	$783	$313	$783	$157	$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

RESOLUTION NO. 2002-103

A RESOLUTION OF THE TOWN OF LADY LAKE, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND SIGN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT AND THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT. PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA:

WHEREAS, the Town of Lady Lake, Florida, hereinafter referred to as the "Maintaining Agency" has been maintaining and causing to be maintained and assuming the cost to operate the traffic signals and the street lights; and

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting the State Highway System, and the FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operations of traffic signals or signal systems on the State Highway System, and the FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders.

NOW, THEREFORE, the following person(s) have been authorized to execute the State of Florida Department of Transportation, "Traffic Signal Maintenance and Compensation Agreement" and "State Highway Lighting, Maintenance and Compensation Agreement".

Section 1. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Commission for the Town of Lady Lake, Florida, this 19th day of August, 2002.

TOWN OF LADY LAKE, FLORIDA

M. E. Francis

Michael E. Francis, Mayor

ATTEST:

Sue Gay

Sue Gay, Town Clerk

Approved as to Form:

Leslie Campione

Leslie Campione, Town Attorney

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Blvd.
DeLand, FL 32720

ANANTH PRASAD, P.E.
SECRETARY

April 11, 2013

Mr. C. T. Eagle, Sr
Town of Lady Lake
Public Works Director
136 Skyline Drive
Lady Lake, Florida 32159

RE: TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT
CONTRACT NO.: AM 597, REVISED EXHIBIT A

Dear Mr. Eagle:

Enclosed is the revised Exhibit A for Fiscal Year 2013/2014 which lists each traffic signal that will qualify for reimbursement from July 1, 2013 to June 30, 2014. The traffic signals at SR 25 at CR25/Water Oaks Blvd. and SR 25 at Rolling Acres Road have been added changing the total reimbursement to $12,897.00. Please sign this Exhibit as your certification that the traffic signals will be maintained according to the Agreement.

If you have any questions, please contact me at 386-943-5310.

Sincerely,

Richard B. Morrow, P.E.
District Traffic Operations Engineer
District Five

RBM:ms:cac
Enclosure

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR **FY 2013/2014**

Effective Date: 7/1/2013 To: 6/30/2014

Maintaining Agency: **Town of Lady Lake**

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
See Attached					

Total Lump Sum	**$12,897.00**

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of **$12,897.00.**

Maintaining Agency 8/7/2013 Date

District Traffic Operations Engineer Date

Town of Lady Lake
Exhibit A
Fiscal Year 2013/2014

Section	MP	SR No.	Intersection	Compensation (Yes or No)	Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
11040	10.626	25/500	Griffin View Dr.	Yes	TS	$2,865.00	50	$1,433.00
11040	11.309	25/500	CR 466 (Lemon St.)	Yes	TS	$2,865.00	50	$1,433.00
11230	0.174	25	CR 25/Water Oaks Blvd.	Yes	TS	$2,865.00	50	$1,433.00
11230	0.328	25/500	CR 25 Realignment	No	TS	$2,865.00	(67)	$0.00
11230	0.801	25/500	Fennell Blvd.	Yes	TS	$2,865.00	50	$1,433.00
11230	1.055	25/500	Old Vineyard Rd (2nd St.) (Crossroads)	Yes	TS	$2,865.00	50	$1,433.00
11230	1.303	25	Rolling Acres Rd.	Yes	TS	$2,865.00	50	$1,433.00
11230	1.641	25/500	Griffin Ave. / Avenida Central	Yes	TS	$2,865.00	50	$1,433.00
11230	2.154	25/500	Main Street	Yes	TS	$2,865.00	50	$1,433.00
11230	2.460	25/500	Avienda Central / Wales Plaza	Yes	TS	$2,865.00	50	$1,433.00
								$12,897.00