

## REGULAR MEETING OF THE LADY LAKE TOWN COMMISSION

**DATE:** Monday, August 4, 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**<sup>1</sup>: Reverend Jerry Montgomery – Immanuel Baptist Church
- E. **ROLL CALL**
- F. **PUBLIC COMMENTS**<sup>2</sup>
- G. **PROCLAMATION:**
  - 1. Florida Water Professionals Month (Mayor Kussard/C.T. Eagle)
- H. **CONSENT**<sup>3</sup>:
  - 2. Minutes – July 17, 2014 – Budget Workshop Meeting  
– July 21, 2014 – Regular Commission Meeting
  - 3. Consideration of Budget Amendment to Appropriate Budget for the Biosolid Dewatering Unit in FY 2014 and to Move \$3,600 to the General Operating Budget (Jeannine Michaud)
- I. **OLD BUSINESS:**

**J. NEW BUSINESS:**

4. Consideration of Approval to Award Bid No. 2014-0002 for the Guava Street Park Baseball Field Fence Upgrades to All-Rite Fence Services, Inc. (Mike Burske)
5. Consideration of Mutual Agreement for Pavement Management-Preservation Services with Asphalt Paving Systems, Inc. for the Avenida Central Resurfacing Project (C.T. Eagle)

**K. TOWN ATTORNEY'S REPORT:**

6. Ordinance No. 2014-05 – Second/Final Reading – An Ordinance of the Town of Lady Lake, Florida Relating to Medical Marijuana; Amending the Land Development Regulations, Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter VI, "Conditional Uses And Special Exceptions" (Thad Carroll)
7. Ordinance No. 2014-06 – First Reading – An Ordinance of the Town of Lady Lake Amending Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of the Code of Ordinances of the Town of Lady Lake, by Amending Section 8-196, Definitions; Amending Section 8-200, Responsibility for False Alarm; Amending Section 8-202, Appeal of False Alarm Fee (Thad Carroll)

**L. TOWN MANAGER'S REPORT:**

**M. MAYOR/COMMISSIONER'S REPORT:**

**N. PUBLIC COMMENTS<sup>4</sup>**

**O. ADJOURN**

**\*Back up for agenda items is available on the Town's website at [www.ladylake.org](http://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 - 08-04-2014

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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

## ~Proclamation~

*Whereas*, the Florida Water & Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment reuse and disposal of wastewater and stormwater; and

*Whereas*, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification and licensing of water industry personnel as a means to achieve these goals; and

*Whereas*, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as a liaison between the Florida Department of Environmental Protection and industry personnel; and

*Whereas*, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

*Now, Therefore*, I, Ruth Kussard, Mayor of the Town of Lady Lake, Florida, do hereby extend greetings and best wishes to all observing the month of **August, 2014** as

### *Florida Water Professionals Month*

and call upon all Town of Lady Lake citizens to recognize their contributions to our health, safety, comfort, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Town of Lady Lake to be affixed this 4<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Ruth Kussard, Mayor

ATTEST:

\_\_\_\_\_  
Kristen Kollgaard, Town Clerk



1 Commissioner Hannan asked that the Finance Director read the Transmittal Letter/Budget  
2 Message for Fiscal Year 2014/2015.

3  
4 Ms. Michaud read the transmittal letter word for word (on file in the Clerk's Office), and there  
5 were questions and answers/discussion regarding some of the items mentioned in the letter as  
6 follows.

7  
8 Personnel Costs:

9  
10 Commissioner Hannan stated one of his missions today is to attempt to find funds to give staff a  
11 COLA increase, as he thinks they should get some type of raise.

12  
13 Commissioner Vincent agreed that staff should get an increase, but suggested a one-time  
14 compensation at the end of the year if and when the Commission finds funds to cover it.

15  
16 Mayor Kussard stated she would like to see staff get some type of increase also, and figured that  
17 just a 1% increase would amount to \$44,196 from the general fund and \$5,437 from the utility  
18 fund. She stated it does not seem right to tell the employees they are doing a wonderful job and  
19 then not compensating them with a merit or cost of living raise. Mayor Kussard stated that  
20 although the budget is already in trouble with lost revenue from the Communication Services  
21 Tax, she would like to see the employees receive something, perhaps as Commissioner Vincent  
22 suggested.

23  
24 Highlighted Expenditures:

25  
26 After Ms. Michaud read that the budget includes \$3,100 for the volunteer dinner, Commissioner  
27 Hannan suggested that the Town hold a casual cook-out instead of the more formal and  
28 structured volunteer dinner, stating it would probably cost a lot less money.

29  
30 Mayor Kussard replied that she thinks the volunteers look forward to and enjoy the volunteer  
31 appreciation dinner, and that she does not like the idea of a cook-out.

32  
33 Ms. Michaud explained that the Library budget shows an increase despite budget cuts because of  
34 a \$744,000 increase in the loan payment and revenues were transferred from the Infrastructure  
35 Sales Surtax.

36  
37 Commissioner Hannan asked if it is possible to make an interest only payment on the loan, and  
38 forgo paying the principle for one year.

39  
40 Ms. Michaud stated it may be possible, but might involve a refinance.

41  
42 Town Manager Kris Kollgaard commented that the Town will pay more interest if the loan is  
43 extended.

44  
45 Commissioner Holden mentioned that the interest rate on the Library loan is only 3.2%, and that  
46 the Town would never get another loan at that low of an interest rate, and the bank would  
47 probably not go with an interest only payment and would want it to be refinanced.

1  
2 Ms. Kollgaard stated that Town is using funds from the infrastructure sales surtax, and if the  
3 revenue from that drops or the tax is stopped, the Town would have to pay off the loan from the  
4 general fund, and she would prefer to pay the loan off as soon as we can.

5  
6 Commissioner Hannan asked about the \$10,000 reduction in the budget for book purchases to  
7 \$55,000. He stated that with today's technology, perhaps the library could look into buying  
8 fewer books and obtain e-books instead.

9  
10 Ms. Kollgaard replied that this figure includes the purchase of e-books as the Town purchases  
11 quite a few of them.

12  
13 Commissioner Hannan stated he would like to see a breakdown of that.

14  
15 Mayor Kussard stated the reason the Town paid off the wastewater treatment facility early was  
16 so it could put more money toward being able to pay off the Library loan early, and that the  
17 Town should continue to try to do that.

18  
19 Ms. Michaud concluded the reading of the transmittal letter.

20  
21 Commissioner Hannan asked if there is a target date for coming to an agreement since the Town  
22 is in negotiations with Fruitland Park regarding wastewater.

23  
24 Ms. Kollgaard stated that staff is meeting with Fruitland Park next week, and clarified that if an  
25 agreement is reached, any funds will not effect the general funds as it goes into the special/utility  
26 funds.

27  
28 Ms. Kollgaard pointed out that Ms. Michaud has highlighted and given detail on any budget line  
29 item that has over a 25% increase.

30  
31 The Mayor and Commissioner commented that it has been very helpful.

32  
33 Ms. Michaud stated that the proposed budget for FY 2015 is balanced in all the funds and is  
34 based on the millage rate of 3.2808, which is the same rate used for the last five fiscal years. She  
35 stated that government-wide, the total is \$13,093,884 for all funds, and broken down, the  
36 General fund is at \$9,754,322, the Special Revenue fund is at \$1,126,100, and the Utilities fund  
37 is at \$2,213,462. Ms. Michaud noted that the increase in expenses is due to the \$744,000  
38 increased Library loan payment and the \$200,000 increased expense for road resurfacing. She  
39 explained that the decreased expense in the Utilities fund is because the wastewater loan was  
40 paid off in 2014.

41  
42 Ms. Michaud reviewed the Millage Rate Analysis for FY 2015. She stated the current year's  
43 rolled back millage rate is 3.1345. She stated currently the Town's budget is based on the  
44 millage rate of 3.2808 mills, which is a 4.67% increase above the rolled back rate and will bring  
45 in approximately \$2,781,248 in ad valorem taxes. Ms. Michaud stated the majority vote  
46 maximum millage rate is 3.8781%, which would bring in \$3,287,600 and requires a favorable  
47 vote of at least three of the five Commissioners to pass; and the two-thirds vote maximum rate is

1 4.2659%, which yields \$3,616,351 and would require four out of five favorable votes by the  
2 Commission, and anything over that would require a unanimous vote by the Commission.  
3

4 Commissioner Hannan asked Ms. Michaud to explain the rolled back rate.  
5

6 Ms. Michaud explained that the rolled back rate is the rate given last year's taxable values were  
7 smaller, so the millage rate to give us the same amount of money would be less than the current  
8 rate we are using, so it gives the Town the same amount of money it took in last year with the  
9 higher millage rate, taking into account the per capita increase that is in the formula that  
10 calculates the rolled back rate.  
11

12 Ms. Michaud stated that the taxable property assessed value had declined since FY 2008, and  
13 took a small upward turn in 2014 resulting in a growth increase of 5.94% for 2015, which will  
14 yield the Town an additional \$4,700 in taxable value, and increased the Town's ad valorem  
15 \$156,000 budget at 95%.  
16

17 Ms. Michaud reviewed the millage rate graph showing that the Town has had the same millage  
18 rate for the last five years.  
19

20 Ms. Michaud stated that it is the Town's policy to have six months of expenses in reserves, and  
21 as of last year, Lady Lake had 7.9 months in reserves at the end of FY 2013.  
22

23 Ms. Michaud reviewed the general revenue fund percentages by type, stating the largest revenue  
24 source is property taxes at 27.12%; with franchise fees at 13.4%, and state revenue sharing  
25 coming in third now at 12.47%. She noted that Communication Services was the Town's third  
26 largest revenue source last year, but it dropped to number six now at 5%, or a loss of 7% from  
27 last year's budget.  
28

29 Ms. Michaud reviewed the general budget expenditures. She stated the expenditures in this  
30 category have been reduced by 7.28% from FY 2014. She stated there is no cost of living  
31 (COLA) increase, no merit raise, no increase for medical, a 9.5% increase for dental, and liability  
32 and workers' compensation insurances were increased by 15%, but final numbers are not in yet  
33 on this. She noted there is no contingency in this budget.  
34

35 Ms. Michaud reviewed the proposed FY 2015 general fund purchases for Capital Improvement  
36 and Equipment totaling \$136,663.00, stating the first ten items were for Information Technology  
37 and the last two items were for Public Works.  
38

39 Commissioner Vincent questioned whether the current 1992 Ford F350 is really unserviceable  
40 and if it is use now, and if not, why it is not up for bid.  
41

42 Ms. Kollgaard stated that Public Works is not using it now as it does not run, and it will  
43 eventually be put up for surplus.  
44

45 Commissioner Richards asked the specifics of the problem with the truck.  
46

1 Public Works Director C.T. Eagle replied that the truck has issues with the engine and the  
2 electronic components are fouled out and it will not run. He stated it has been to the dealer many  
3 times and the lead mechanic cannot fix it.  
4

5 Commissioner Richards commented that even a \$10,000 repair of the vehicle may be more  
6 economical at this time if you are not spending over half the value of it. He asked how many  
7 miles are on it.  
8

9 Mr. Eagle stated that there are not that many miles on it as it was just used in town, but the  
10 engine and electronics would have to be replaced.  
11

12 Commissioner Richards stated that with low mileage, and if everything else is in good shape  
13 such as the body, frame, axle and transmission, it may be worth it to repair it.  
14

15 Mr. Eagle stated he did not believe that repair was feasible.  
16

17 Commissioner Vincent asked why spend the extra \$6,000 to purchase a diesel truck, as it is more  
18 expensive to purchase and repair, and diesel engines break down more often.  
19

20 Commissioner Hannan asked if the Town Manager was furnished with options for replacement  
21 of this truck.  
22

23 Ms. Kollgaard stated she was given specifications on different vehicles, and Mr. Eagle's  
24 preference for purchase. She stated staff can get a breakdown on the cost to repair the engine  
25 and electrical components on the vehicle and bring it back to the Commission next week.  
26

27 Mayor Kussard stated that the Town repaired equipment for years, and then a few years back, the  
28 Commission decided on a replacement plan.  
29

30 Commissioner Hannan commented that this is the year for bandaids.  
31

32 Commissioner Richards stated that it should be fixable.  
33

34 Ms. Kollgaard asked if it was the consensus of the Commission to leave it in the budget for now  
35 and staff would look at other repair and replacement options, and if the Commission decided to  
36 go with a cheaper option, any excess from the budget could go into contingency.  
37

38 The Commission agreed with this.  
39

40 Commissioner Hannan asked why Public Works needed a brand new mower at \$17,500.  
41

42 Ms. Kollgaard stated that the Town has the equipment on a five year replacement plan, and this  
43 will allow for a spare mower.  
44

45 Commissioner Hannan stated that with this being a tight budget, perhaps the replacement of the  
46 mower could be put off another year and use those funds toward raises.  
47

1 Mr. Eagle stated that Public Works currently has one spare mower that is not running at this  
2 time, but is fixable.

3  
4 Ms. Kollgaard asked the Parks and Recreation Director if he has spare mowers, and if so, would  
5 Public Works be able to use one of their mowers.

6  
7 Parks and Recreation Director Mike Burske stated that his department currently has three  
8 mowers, and an 11 year old alternate mower, that all run at this time. He stated Public Works  
9 could use one of their mowers if need be, but it may not be a perfect mower for their situation.

10  
11 Ms. Kollgaard stated that although Public Works may be able to use a mower from Parks and  
12 Recreation, it may take them twice as long as it would if they had the correct type of mower.

13  
14 Commissioner Holden asked how many hours can be put on a new mower before it needs major  
15 repairs.

16  
17 Mr. Eagle replied that they can get a lot of hours from the diesel Grasshopper mowers as they are  
18 used more for the right of ways; not like the finish mowers for Parks and Recreation. He stated  
19 they get anywhere from five to ten years of use from a mower, and use them at least 40 hours a  
20 week (2080 hours).

21  
22 Commissioner Holden stated he is favor of leaving the mower on the purchase list.

23  
24 Mayor Kussard asked for a consensus on the mower, and all the Commissioners agreed to leave  
25 the mower in the budget except for Commissioner Hannan (4-1).

26  
27 Ms. Michaud reviewed the proposed capital improvements and equipment purchases from the  
28 general fund-sales surtax as being two new equipped and marked Dodge Charger vehicles for the  
29 Police Department.

30  
31 Ms. Kollgaard pointed out that emergency vehicles are considered an appropriate use of the sales  
32 surtax, although no other Town equipment or vehicles can use this funding source.

33  
34 Ms. Michaud reviewed the capital improvements and equipment purchases from the utility fund  
35 revenues.

36  
37 Commissioner Vincent questioned again the proposed purchase of a diesel Ford pickup at a  
38 \$6,000 higher price tag than normal gas.

39  
40 Mr. Eagle replied that the state contract will cover a diesel and it is supposed to have a more cost  
41 efficient service life, and that it was part of the five year replacement plan. He stated that the  
42 vehicle it will replace will be cycled to the Parks and Recreation Department for their use.

43  
44 Ms. Kollgaard stated that the Town tries to cycle the vehicles out, but it will eventually be  
45 surplussed.

1 Commissioner Hannan reiterated that he has a problem adhering to the five year replacement  
2 plan this year because of the budget.

3  
4 Commissioner Richards explained that the Commissioners were questioning the necessity of  
5 replacing this equipment this year because they would like to see staff get a cost of living  
6 increase. He stated he has always been in favor of replacing equipment and building roads, but  
7 what we would like to have versus what is absolutely necessary may need to be looked at.

8  
9 Ms. Kollgaard asked Mr. Eagle if staff could get by with the current truck, and he confirmed they  
10 could.

11  
12 Commissioner Holden commented that staff will be more efficient with better equipment and he  
13 is in favor of replacing the equipment per the plan. He stated he is in favor of funding as needed,  
14 even if it means raising the taxes a little.

15  
16 Ms. Kollgaard explained that the five year plan was put in place to try to avoid having to come  
17 up with funding for equipment breakdowns all in one year.

18  
19 Commissioner Richards suggested looking at cheaper options for replacing or fixing up the  
20 truck, and any money saved could go toward raises.

21  
22 Mayor Kussard pointed out that this is strictly utility funding, and it would not do to only give  
23 increases to utility employees without giving to the rest of the employees.

24  
25 Commissioner Richards stated it must start somewhere.

26  
27 Ms. Kollgaard agreed that cuts will be made where they can, but any increases for employees  
28 would have to be across the board. She clarified that the \$50,000 for the truck will remain in the  
29 budget, but staff will look at cheaper options, and any savings would go back into retained  
30 earnings for the utility department.

31  
32 Commissioner Hannan asked about the accessories for the Kubota tractor.

33  
34 Ms. Kollgaard replied that accessories are for safety purposes.

35  
36 Mr. Eagle stated the Kubota tractor is new and cost \$30,000 last year, but there was not enough  
37 funds for the accessories. He stated they will help with the loading of bleach, etc.

38  
39 Commissioner Holden confirmed that the loader accessory requested will double the efficiency  
40 use of the tractor and that he is in favor of it.

41  
42 The other Commissioners agreed.

43  
44 Ms. Michaud reviewed the purchases proposed using the utility fund-sewer impact fees.

45  
46 Mayor Kussard called for a short recess before proceeding.  
47

1 Ms. Michaud began the review of the department budget breakdown and commented that it may  
2 look like there is a small increase in some of the personnel costs per department, but they are due  
3 to changes in benefits, not wage increases.  
4

5 **Town Commission:**  
6

7 This budget has decreased by -2.06% since last year.  
8

9 Mayor Kussard proposed that all travel and training for the Commissioners be suspended for a  
10 one year period as it is not a first term for any Commissioners and it would save \$1,500.  
11

12 Commissioner Vincent stated that he believes travel to different functions such as Florida  
13 League of Cities is worth the money and provides valuable information.  
14

15 Commissioner Richards remarked that the budget has already been reduced by \$1,000.00.  
16

17 After further discussion, it was the consensus of the Commissioners to leave this budget as  
18 proposed although Mayor Kussard did not agree.  
19

20 **Town Manager:**  
21

22 This budget decreased overall by -1.04%.  
23

24 **Town Clerk:**  
25

26 This budget has decreased overall by -1.24%.  
27

28 **Town Clerk - Elections:**  
29

30 This budget was decreased by -37.5% due to the fact that no election needs to be held in the next  
31 fiscal year as no opponents signed up during the qualifying period this year for the two  
32 commissioners whose terms expired.  
33

34 Ms. Kollgaard noted that three commissioners' terms are up next year, but the election will not  
35 be held until FY 2016-17 if there are opponents.  
36

37 Commissioner Hannan suggested that the commissioners' terms be increased to three years  
38 instead of two to save the town money on elections.  
39

40 Commissioner Richards stated he did not agree as he thinks that the public should be able to  
41 change the makeup of the Board if they are not happy.  
42

43 **Finance Department:**  
44

45 This budget was decreased by -1.04%.  
46

47 Commissioner Hannan asked where the savings came from.

1  
2 Ms. Michaud stated that \$1,105 was cut from the books, publications, subscriptions and  
3 membership line item as some of this information is available from the FGOA.  
4

5 Ms. Kollgaard pointed out that most of the departments cut training and supplies expenses,  
6 although some required certifications were necessary under training.  
7

8 **Information Technology:**  
9

10 This budget decreased by -11.5% overall.  
11

12 Commissioner Hannan asked about the proposed purchase of Dell 6520 laptop computers as they  
13 are no longer being sold by Dell.  
14

15 IT Director John Pearl explained that during the budget process, this model was used as a spec  
16 and was used the previous year. He stated the newer model was recently made available and the  
17 Town recently purchased three replacement computers although he could not recall the exact  
18 model number.  
19

20 Ms. Kollgaard commented that these are the laptops the police officers use in their vehicles.  
21

22 Commissioner Richards asked about the increase in the IT budget for vehicles repairs and repairs  
23 and maintenance as there was previous no vehicle related costs in this budget.  
24

25 Mr. Pearl stated that the Town repurposed a vehicle for use by the IT Department.  
26

27 Ms. Kollgaard explained that Mr. Pearl has been assigned a take-home vehicle as he is the  
28 department's director and is on call 24/7 and this has been included in this year's budget. She  
29 stated that IT's operating expenses have gone up due to the GIS software which has been taken  
30 from Growth Management's budget, as this expense is rotated between the departments from  
31 year to year.  
32

33 **Human Resources/Risk Management Department:**  
34

35 This budget decreased overall by -1.56%.  
36

37 Commissioner Vincent asked why regular pay increased on line item 1200.  
38

39 Ms. Kollgaard stated that this was an adjustment for a previous raise from year end 2013.  
40

41 **Growth Management Department:**  
42

43 This budget decreased overall by -12.88%.  
44

45 **Growth Management Department - Building Department:**  
46

47 This budget was increased overall by 4.5%.

1  
2 Commissioner Vincent asked how often the building inspection services contract is renewed and  
3 if a new RFP will have to be put out for bid.

4  
5 Growth Management Director Thad Carroll replied that the current contract was for a two year  
6 period and comes up for renewal on October 1, 2014, and the contract has the option to be rolled  
7 over. He stated the previous building official was under contract for six years, so it was time to  
8 do an RFP to see what the current market rate was.

9  
10 Ms. Kollgaard stated that it would be up to the Commission if they wanted to roll over the  
11 current contract.

12  
13 Commissioner Richards clarified that although there was an increase, this is offset by the  
14 building permit fees collected.

15  
16 Ms. Michaud commented that there was also a slight increase in the SunGard costs due to online  
17 permitting costs each month.

18  
19 **Growth Management Department - Code Enforcement Department:**

20  
21 This budget increased overall by .32%.

22  
23 Ms. Kollgaard explained that a cell phone was added to this budget for the safety of the code  
24 enforcement officers.

25  
26 **Police Department:**

27  
28 This budget was reduced by -11.1% from last year.

29  
30 Commissioner Richards noted that this was because of the eight dispatcher positions being  
31 deleted.

32  
33 **Police Department - Villages Detail:**

34  
35 Overall, there was an increase of 3.84% in this budget due to a change in personnel for this  
36 detail.

37  
38 Ms. Kollgaard explained that the officers on this detail rotate, and that the officer this year is at a  
39 higher pay rate than the previous one.

40  
41 Commissioner Richards asked why the health insurance doubled this year.

42  
43 Ms. Kollgaard replied that the officer on the detail for this next year has family health insurance,  
44 but this decreases the regular police department's budget.

45  
46 Commissioner Hannan asked how much The Villages reimburses the Town for this detail.  
47

1 Ms. Kollgaard replied that the reimbursement is \$100,000.  
2

3 **Library - Administration:**  
4

5 This budget increased by 78.47% due to the increase in the library loan payment and the funds  
6 for it was transferred in from special revenue.  
7

8 Mayor Kussard asked about the library donation expense of \$1,600.00.  
9

10 Ms. Michaud replied that this was the money donated to pay for the copier expense, and is an in  
11 and out expense.  
12

13 **Library - Community Building:**  
14

15 This budget was reduced by -31.53% from last year.  
16

17 Commissioner Hannan noted that the community building is rented out six times more than the  
18 library meeting rooms and that it is the only building the Town owns that does not have wi-fi.  
19

20 Ms. Kollgaard stated that it was originally in this year's budget to install wi-fi in the community  
21 building, but it was one of the items cut to meet the \$300,000 short-fall. She stated that if any  
22 extra money can be found this next year, it will be revisited.  
23

24 Mr. Pearl stated the option the Town was favoring for the installation of wi-fi was to put a  
25 directional bore and install fiber cable under the parking lot and share the already existing  
26 internet capability from the library. He stated this may make wi-fi available in the community  
27 parks as well and would extend the infrastructure.  
28

29 Ms. Kollgaard clarified that there would be no additional monthly bill for the wi-fi because it is  
30 running off the library.  
31

32 Mr. Pearl stated that there is another option that would cost about \$40.00 a month through  
33 Comcast, and another solution called point to point wireless, but it is not as reliable and  
34 customers may not be as satisfied with it.  
35

36 Commissioner Holden asked how long it would take the Town to recoup the \$7,000 cost for  
37 installing the fiber cable from the library.  
38

39 Ms. Kollgaard replied that would have to be figured out.  
40

41 The Commissioners agreed this will be looked into in August to see if any funds are available.  
42

43 Ms. Kollgaard noted that with the cut of over \$300,000 in this year's budget, it is estimated that  
44 the Town has 48% in reserves; 2% less than the 50% the Town would like to have, and as a  
45 result, there will most likely be no overages to put into next year's reserves.  
46

1 After further discussion, the Commission agreed that a prepaid contract with Comcast might be a  
2 viable option for the wi-fi for the community building.

3  
4 **Parks & Recreation - Administration:**

5  
6 This budget had an overall decrease of -52.1% because there was nearly \$500,000 last year from  
7 the Safe Routes to School grant.

8  
9 **Public Works Department - Administration:**

10  
11 This budget decreased by -15.2% from last year.

12  
13 **Public Works Department – Other Government Services – Facilities Maintenance:**

14  
15 This budget had an overall increase of 58.7% due to the proposed increase in capital outlay for a  
16 new truck, which was discussed previously.

17  
18 **Public Works Department – Other Government Services – Motor Pool:**

19  
20 This budget had a 6.0% increase in total expenditures.

21  
22 **Public Works Department - Road and Street Maintenance:**

23  
24 This budget had an overall decrease of -52.6% from last year as the Avenida Central resurfacing  
25 funds were in reserve in operating last year, and the CDBG grant is capital outlay for last year.

26  
27 Commissioner Richards asked which streets would be effected by the \$200,000 in the budget for  
28 road resurfacing in this budget, and stated that perhaps the resurfacing could be postponed.

29  
30 Public Works Director C.T. Eagle stated the streets are not set until the final budget is set. He  
31 stated it will probably effect the micro-surfacing to finish up the west side of The Villages area.  
32 Mr. Eagle stated he would not recommend postponing it again.

33  
34 Commissioner Richards asked if it is possible there will be any saving in the \$750,000 for the  
35 Avenida Central resurfacing this year.

36  
37 Mr. Eagle stated it appears there might be some savings.

38  
39 There was discussion about the possibility of putting off the Avenida Central resurfacing, but the  
40 Mayor stated it has already been planned and approved, and Commissioner Richards noted it has  
41 a lot of alligator cracking which means there is base failure.

42  
43 **NON DEPARTMENTAL:**

44  
45 **Other Government Services - Town Hall:**

1 Ms. Michaud stated this budget decreased overall by -50.84% as the contingency has been  
2 removed.

3  
4 Commissioner Hannan noted that the electric costs have been increased and asked if there has  
5 been any savings due to the 4/10 work schedule.  
6

7 Ms. Kollgaard replied that the actual savings will be figured closer to the end of the fiscal year,  
8 but that this budget has been figured without taking that into account.  
9

10 Mayor Kussard asked about the reduction of \$2,500 in the aid to private organizations.  
11

12 Ms. Kollgaard mentioned that the Town cut the \$2,500 donation to the Early Learning Coalition  
13 this year.  
14

15 **Town Attorney:**

16  
17 There is no change in this budget; it remains at \$120,000.  
18

19 **Villages Fire Protection:**

20  
21 Ms. Michaud stated that The Villages fire protection rates increased by 2.8% this year, but she  
22 explained this is an in and out item.  
23

24 **4. Fiscal Year 2014-2015 Budget – Special Revenue and Utility Fund**  
25

26  
27 **Special Revenue Fund:**

28  
29 Ms. Michaud stated there is a 2.3% increase for next year, and includes a \$948,000 transfer to  
30 the general fund for the library loan repayment, \$77,000 for the purchase of two police vehicles,  
31 and a \$100,000 transfer to reserves. She stated that as of the end of 2013, the audited special  
32 fund reserves from the sales surtax was \$997,795.  
33

34 Ms. Michaud reviewed the revenue percentages by type. She stated they total \$2,213,462 with  
35 water being the largest revenue maker; the second largest is from sewer, and the third largest  
36 revenue is solid waste, which is an in and out item. This budget increased by 32% because of the  
37 loan payment.  
38

39 **Utilities Fund:**

40  
41 Ms. Michaud stated that Utilities expenses have been decreased by -9.2%.  
42

43 **Water Utility:**

44  
45 This budget has been decreased by -16.62% and part of the reason for this is that half of the GIS  
46 costs were put under IT.  
47

48 **Solid Waste Utility:**

1 This budget contains an increase of .93% as there was a rate increase in the collection component  
2 for waste management which went from \$6.11 to \$6.20 per month, which changes the total  
3 monthly charge from \$11.60 to \$11.72. Ms. Michaud noted there will no change in the  
4 assessment fee and it covers the increase.

5  
6 **Sewer Utility:**

7  
8 This budget includes an overall decrease of -55.85 due to the reduction of the debt payment.

9  
10 Ms. Michaud stated this was the end of the budget review, and she reminded the Commissioners  
11 that they will have to set the proposed millage rate at the Commission meeting on July 21, 2014.  
12 She stated that once the millage rate is set, the Commissioners cannot increase the millage rate,  
13 but can only decrease it at any future meetings.

14  
15 The Commissioners thanked Ms. Michaud for her presentation.

16  
17 Ms. Kollgaard stated that staff has balanced the budget on the current millage rate of 3.2808, but  
18 that because of the reduction in the Communication Services Tax revenue of approximately  
19 \$500,000 per year, the Commission may want to consider that in their determination of the  
20 proposed millage rate.

21  
22 Commissioner Hannan commented that staff should work on giving some type of increase to the  
23 employees.

24  
25 Ms. Kollgaard stated that this budget is keeping up with plans for equipment and road  
26 maintenance, and if there is a decrease every year, this is money the Town will need to make up  
27 and get from reserves, even though it may be okay this year. She stated it would be better to  
28 have a small increase in the millage rate now rather than a huge one later on when the needs  
29 accumulate. Ms. Kollgaard commented that Lake County is now looking at a huge increase.  
30 She stated that if the information regarding the Communication Services Tax does not turn out to  
31 be as bad as expected, the millage rate can always be lowered.

32  
33 Commissioner Hannan stated he is not in favor of a millage rate increase.

34  
35 Commissioner Richards stated that the Commissioners would like for the employees to receive a  
36 raise, but that he would rather it come from budget cuts, and he is not ready to raise the millage  
37 rate. He stated property values went up this year and may increase more in the future which will  
38 mean increased revenue in property taxes.

39  
40 Commissioner Holden stated he believes in paying as you go, and he would rather raise the  
41 millage rate a little now than have to raise it more in the future.

42  
43 Commissioner Vincent stated he would rather look at budget cuts than increase millage rates. He  
44 also requested information on the department heads' salary ranges, suggesting adjustments may  
45 need to be made and that the Commissioners may need to assist with the evaluations.

1 Ms. Kollgaard replied that she could furnish the salary ranges and years of service to the  
2 Commission, but that the evaluations and goals of the department heads come under the Town  
3 Manager's purview, and that she sets standards and goals for them.

4  
5 Mayor Kussard stated that since the Communication Services Tax revenue is still unknown, she  
6 is not in favor of a millage rate increase at this time.

7  
8 Ms. Kollgaard reminded the Commission that they have to set the proposed millage rate at the  
9 July 21, 2014 meeting, and they cannot increase it after that date, but they can always decrease it  
10 before the second and final meeting in September. She stated staff will make it work regardless,  
11 and that she has heard no complaints from staff regarding not receiving raises.

12  
13 Mayor Kussard clarified that the Commissioners have the weekend to think it through before the  
14 meeting on Monday.

15  
16 Commissioner Vincent asked what happens when someone is at the max of their salary range  
17 and is due for a raise.

18  
19 Ms. Kollgaard replied that the salary range is not increased, but staff would get a bonus instead  
20 of a raise.

21  
22 The Mayor and Commissioners thanked Ms. Michaud and the other department heads for all  
23 their hard work on reducing this budget.

24  
25 **There being no further discussion, the meeting was adjourned at 11:30 a.m.**

26  
27  
28  
29  
30 \_\_\_\_\_  
Kristen Kollgaard, Town Clerk

\_\_\_\_\_  
Ruth Kussard, Mayor

31  
32 Minutes transcribed by Nancy Slaton, Deputy Town Clerk

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9

**MINUTES OF THE REGULAR MEETING  
OF THE LADY LAKE TOWN COMMISSION  
LADY LAKE, FLORIDA  
July 21, 2014**

10  
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20

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.

21  
22

**A. CALL TO ORDER:** Mayor Ruth Kussard

23  
24  
25  
26  
27  
28  
29  
30

**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.*

31  
32

**C. PLEDGE OF ALLEGIANCE:** Mayor Ruth Kussard

33  
34

**D. INVOCATION<sup>i</sup>:** Reverend Ron Hartley of the Lady Lake Assembly of God

35  
36  
37  
38

**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

39  
40  
41  
42  
43

**STAFF MEMBERS PRESENT:** Kris Kollgaard, Town Manager; Todd Mazenko, Attorney from BRS Legal in for Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; Mike Burske, Parks and Recreation Director; Jeannine Michaud, Finance Director; John Pearl, I.T. Director; Tia O'Neal, Human Resource Director; Chief Chris McKinstry, Lt. Robert Tempesta, & Lt. Jason Brough, Police Department; Marsha Brinson, Director of Library and Information Services; Joe Grubb, Public Works; and Nancy Slaton, Deputy Town Clerk

44  
45

**F. PUBLIC COMMENTS<sup>ii</sup>**

46  
47

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

48  
49

**G. CONSENT<sup>iii</sup>:**

50

Town Manager Kris Kollgaard asked that Item G-3 be pulled for discussion.

1. **Minutes – July 7, 2014 – Special Commission Meeting  
– July 7, 2014 – Regular Commission Meeting**

1       **2. Consideration of Contract Extension for Bergeron Grubbs Emergency Services –**  
2       **Disaster Debris Hauling Services (C.T. Eagle)**  
3

4       The background summary for this agenda item (on file in the Clerk's Office) states that the Town  
5       had previously entered into a contract with Bergeron Grubbs Emergency Services for Disaster  
6       Debris Hauling Services in September of 2011. The contract allows for an extension of the  
7       contract for four additional one year periods. This would be the second extension of this  
8       contract. Staff recommends approval of the extension and the contract has been previously  
9       reviewed by the Town Attorney.

10  
11       *Upon a motion by Commissioner Richards and a second by Commissioner Vincent, the*  
12       *Commission approved Consent Items #G-1 and #G-2, by a vote of 5 to 0.*  
13

14       **3. Consideration to Apply for the FY 2014 Edward Byrne Memorial Justice Assistance**  
15       **Grant - (Chris McKinstry)**  
16

17       The background summary for this agenda item (on file in the Clerk's Office) states that staff is  
18       requesting approval to apply for, and accept if awarded, the 2014 Edward Byrne Memorial  
19       Justice Assistance Grant to purchase one laser speed measuring devise equipped with video  
20       capability to better enhance the Police Department's ability to conduct speed enforcement and  
21       education in conjunction with the Safe Routes to School Program. It is expected that the Town  
22       of Lady Lake's share of this grant opportunity will be approximately \$5,065.00.  
23

24       Ms. Kollgaard stated she just wanted to clarify for the Commission and the audience that the  
25       wording of this item on the agenda should have included the words *and accept if awarded* to  
26       match the staff recommendation motion wording on the packet item.  
27

28       *Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the*  
29       *Commission approved Consent Item #G-3, by a vote of 5 to 0.*  
30

31       **H. OLD BUSINESS:** No old business.  
32

33       **I. NEW BUSINESS:**  
34

35       **4. Consideration of Approval for FY 2014-2015 Benefits (Medical, Dental, Life, Long**  
36       **Term Disability, Short Term Disability, Critical Illness, Accident Coverage) (Tia O'Neal)**  
37

38       Human Resource Director Tia O'Neal gave the background summary for this agenda item (on  
39       file in the Clerk's Office). She stated that Town staff has received the 2014-15 rates for medical,  
40       dental, life, long term disability, short term disability, accident coverage and critical illness.  
41       There will be no premium increases to any lines of coverage except for a 9.5% increase in dental.  
42

43       Ms. O'Neal reported that in addition to the current plans being offered under our health plans, it  
44       is now mandatory under Health Care Reform to offer Plan 05901 as it meets the definition of  
45       "affordable healthcare". She stated that some of these benefits have two year renewal rates  
46       under Lincoln which is very good for the Town.  
47

48       Commissioner Hannan asked the reason for the increase in dental benefits.  
49

50       Ms. O'Neal replied that it was due to the high utilization of the dental benefits, but the increase  
51       amounts to approximately \$2,000. She stated the health insurance gets used the most, but there

1 was no increase in that premium. Ms. O'Neal explained that the Town stayed with Principal for  
2 dental because it needs to show some longevity with the company to get lower rates. She stated  
3 the increase was due to how much it was used and how many carriers they have.  
4

5 *Upon a motion by Commissioner Richards and a second by Commissioner Hannan, the*  
6 *Commission approved the FY 2014-2015 Benefits (Medical, Dental, Life, Long Term*  
7 *Disability, Short Term Disability, Critical Illness, Accident Coverage), by a vote of 5 to 0.*  
8

9 **5. Consideration of Approval to Begin the Preliminary Engineering/Architecture for a**  
10 **New Guava Street Athletic Complex Concession Stand (Mike Burske)**  
11

12 Parks & Recreation Director Mike Burske gave the background summary for this agenda item  
13 (on file in the Clerk's Office). He stated that the Town of Lady Lake has collected \$334,650.00  
14 in Parks and Recreation impact fees. Mr. Burske stated that one project that was discussed by  
15 the Parks and Recreation Advisory Board was the construction of a new concession stand at the  
16 Guava Street Athletic Complex. The current building was constructed in the late 80's or early  
17 90's and is in need of replacement.  
18

19 Mr. Burske stated that the estimated total project cost as shown in the packet is \$228,775.00, and  
20 that he is requesting the Commission's approval this evening to begin the preliminary  
21 engineering/architecture for a new concession stand for the initial cost of \$28,275.00. He stated  
22 the concept design in the packet will be the base of the project, and the engineers and architects  
23 will work with the Little League for a workable design from these drawings. Mr. Burske stated  
24 the goal is to give the Little League a new building which will be usable for at least 25 years, if  
25 not more, and this is one reason for the size of the proposed project.  
26

27 Mr. Burske reported that the Parks, Recreation and Tree Advisory Committee recommended  
28 approval by a vote of 4-0 at their meeting on July 9, 2014 and the draft minutes were included in  
29 the packet for the Commission to review their recommendations and findings. He reiterated that  
30 this project would be paid for out of Parks and Recreation Impact fees, and they can only be used  
31 on new construction, not renovations or repairs. Mr. Burske noted that the Town Attorney asked  
32 him to include that there would have to be Commission approval for any engineering lump sum  
33 change and this wording has been included in the agreement letter. He stated that Jeremy  
34 Sweeney of the Lady Lake Little League and Chris Schultz of Neel-Schaffer Engineering are  
35 present if there are any questions.  
36

37 Commissioner Hannan commented that it bothers him to spend money for this after the budget  
38 workshop was just completed and they are looking for more money, but he stated he understands  
39 that the impact fees can only be used for new construction.  
40

41 Ms. Kollgaard reported that the current concession stand has had problems with the roof,  
42 electrical, and security.  
43

44 Commissioner Hannan asked how much is currently in Parks and Recreation Impact Fees and if  
45 there will be enough left to build the concession stand after the engineering is completed.  
46

47 Mr. Burske replied that there is \$334,650 currently in the fund, and there should be a balance of  
48 at least \$105,000 after the project is completed.  
49

50 Ms. Kollgaard reiterated that the Parks and Recreation Impact Fees can only be utilized by Parks  
51 and Recreation and only for new construction.

1  
2 *Upon a motion by Commissioner Holden and a second by Commissioner Vincent, the*  
3 *Commission approved the Consideration to Begin the Preliminary Engineering/Architecture*  
4 *for a New Guava Street Athletic Complex Concession Stand, by a vote of 5 to 0.*  
5

6 **6. Direction to Set the Tentative Millage Rate for Fiscal Year 2014/2015 and the Public**  
7 **Hearing Dates and Times (Jeannine Michaud)**  
8

9 Finance Director Jeannine Michaud gave the background summary for this agenda item (on file  
10 in the Clerk's Office). She stated that staff recommends setting the date, time and place of the  
11 tentative millage and budget hearing for Wednesday, September 3, 2014 at 6 p.m. in the  
12 Commission Chambers, and the date, time and place of the second public hearing for adopting  
13 the final millage rate and budget be set for Wednesday, September 17, 2014 at 6 p.m. in the  
14 Commission Chambers. Ms. Michaud stated that a proposed millage rate for fiscal year 2014-15  
15 must be submitted to the property appraiser by August 4<sup>th</sup>, along with the date, time and place of  
16 the tentative millage and budget hearing, as well as the second public hearing for accepting the  
17 final millage rate and budget. She stated the proposed millage rate can be decreased, but cannot  
18 be increased at the tentative millage and budget hearing or at the final public hearing.  
19

20 Ms Michaud stated the current year's rolled back rate is 3.1345 mills, and the budget is currently  
21 based on the millage rate of 3.2808 mills, which is a 4.67% increase above the current year's  
22 rolled back rate. She explained that due to the reduced Communication Services Tax revenues,  
23 staff had to cut \$1,000,000 from the FY 2015 budget to keep the same millage rate as last year.  
24 Ms. Michaud stated that this rate, as well as any rate up to 3.8781 mills, would require three  
25 affirmative votes of the Town Commission. Any rate above 3.8781 mills to 4.2659 mills would  
26 require a two-thirds vote of the Town Commission, or four affirmative votes. She stated that  
27 these votes are based on the total membership of the Town Commission rather than the  
28 membership present at the meeting.  
29

30 Ms. Michaud stated that any rate above 4.2659 mills would require a unanimous vote of all five  
31 Town Commissioners. The Town's two public hearings cannot conflict with Lake County or  
32 School Board public hearings. The tentative dates for the County are September 9<sup>th</sup> and  
33 September 23<sup>rd</sup>, and the School Board dates are July 28<sup>th</sup> and September 8<sup>th</sup>. The public hearings  
34 cannot start before 5 p.m.  
35

36 Mayor Kussard commented that she agonized over the weekend on how to come up with a fair  
37 solution to the reduction of the \$650,000 in Communication Services Tax revenue and the  
38 impact it will have on the Town. She stated that no one wants to raise taxes, however the Town  
39 owes it to its residents to keep up the infrastructure and to have a good police department.  
40 Mayor Kussard stated the Town currently has the second lowest ad valorem rate in the entire  
41 county and the present 3.2808 tax rate is the same rate it had in 1997 - 37 years ago. She stated  
42 that you do not award good employees with nothing and the consensus is to give the employees  
43 something, and she recommends giving the employees a one time, one percent bonus out of this  
44 year's contingency. Mayor Kussard stated she is requesting a one year, one time moratorium  
45 from the Commissioners for no travel, per diem, classes or conferences to put money in next  
46 year's budget for the contingency fund. She stated she would also like to reduce the library's  
47 book purchases for next year by \$10,000. Mayor Kussard reiterated that she is not in favor of  
48 raising taxes; however she suggested raising the rate to 3.75 mills, knowing that the ad valorem  
49 rate could always be lowered after tonight. This would cost the homeowners an additional \$3.91  
50 per month, or \$47.00 per year on a \$150,000 home with a homestead exemption, bringing in an  
51 additional \$377,869 which is not enough to make up the reduction in the CST revenue, but is a

1 start. She stated the rate could always be lowered in September if things are not as bad as they  
2 appear now.

3  
4 Commissioner Richards stated that the Commissioners went through the budget last week line by  
5 line and there was no consensus to make any cuts for equipment or paving which were two of the  
6 major expenses in the budget. In addition, the majority of the Commission wanted to find a way  
7 to give the employees a cost of living adjustment so they would not be going backwards in pay  
8 due to inflation. He stated that when revenue falls, you either have to find more revenue or make  
9 cuts or you will be going in the hole. Commissioner Richards stated then you have to factor in  
10 the Florida law that states if the tentative mill rate is set at this meeting, you cannot increase it  
11 and can only decrease it. He stated there is eight weeks between now and September when the  
12 final mill rate and budget is adopted, and he moved to set the mill rate at 3.8781 which requires  
13 only three votes. It will generate \$500,000 more and with the increase in valuation of real estate,  
14 will replace the expected loss \$633,000 the Town is expected to lose. In the ensuing eight  
15 weeks, if the State Department of Revenue changes their position after auditing the  
16 communication companies figures, or staff comes up with more possible savings, or if the  
17 Commission becomes in favor of cuts to balance the budget as submitted while accomplishing  
18 their goals, then the mill rate can be lowered to reflect only the amount of money needed for the  
19 FY 2015 budget. Commissioner Richards shared that he and 90% of his constituents in Ward 5  
20 live in manufactured homes, and that his taxes would increase less than \$15.00 per year in  
21 running the figures for his trim notice. He stated that the 3.8781 mill rate would be tentative and  
22 does not lock in.

23  
24 Commissioner Holden stated that this dilemma with the State over the Communication Services  
25 Tax has put the Town in a real bind and the current year's budget had to be reduced by \$300,000,  
26 and next year's by \$650,000. He stated that the Town has no idea what the final result will be,  
27 but needs to be prepared and act in accordance. Commissioner Holden stated that he hopes the  
28 predicament with the State Department of Revenue turns out to be a mistake, but doubts it will  
29 turn out that way. He stated it may result in drawn out lawsuits involving the State and  
30 communication companies which would be costly and it is also possible the State will rule the  
31 Town owes and needs to pay back millions, and the Town may not receive any CST revenue. He  
32 stated it was the revenue from this tax that was going toward making the payments on the new  
33 library, and now the Town does not know what the future holds in this respect, but the Town  
34 must pay for the new library one way or the other and it could be by raising property taxes.  
35 Commissioner Holden stated the Town could face bigger problems next year that could involve  
36 lay-offs, so he agrees with Commissioner Richards in raising the tentative rate to 3.8781 at this  
37 time.

38  
39 Commissioner Vincent stated the Town is right on the edge with its reserves because of the CST  
40 revenue, and a disaster could occur at any time that would need funding. He stated he agrees  
41 with the other Commissioners in raising the tentative millage rate to 3.8781 at this time as it can  
42 always be lowered. Commissioner Vincent stated that if the Town ends up in litigation, he hopes  
43 we can join in with other cities that are effected the same way.

44  
45 Mayor Kussard asked if anyone in the audience would like to comment on this item.

- 46  
47 - Marlene O'Toole introduced herself as a resident of Lady Lake and stated she  
48 received some information today on the Communication Services Tax issue that the  
49 Town may not have. She stated that Florida has the 4<sup>th</sup> highest CST in the country,  
50 and \$1.4 billion went to the state in 2013, and \$738 million went to the cities and the  
51 counties. She stated there are more then 17 million cell phones in Florida with an

1 estimated 20% being prepaid (or 5 million), and therefore exempt from the sales tax,  
2 and this is the reason for the shortfall. Ms. O'Toole reported that Senate Bill 290 was  
3 introduced to clarify that prepay services only need to pay the 6% sales tax, and this  
4 will not change, and the revenue will not come back from everything she can see.  
5 She stated the CST in Florida is at 14%, the 4<sup>th</sup> largest in the nation.  
6

7 Ms. O'Toole stated that a lot of the residents in Lady Lake, with a good portion of  
8 them being retired in The Villages sections of Lady Lake, have been contacting her  
9 office to state they are on a fixed retirement income with everything else going up  
10 such as medical bills, etc., and they cannot afford higher taxes. She stated she is not a  
11 proponent of a tax increase for the seniors that she represents. Ms. O'Toole thanked  
12 the Commission for their time.  
13

14 Commissioner Vincent asked Ms. O'Toole where the Town should make the money up from,  
15 with expenses already cut to the bone.  
16

17 Ms. O'Toole stated she understands the Commission's problem, but that she is sitting  
18 behind a desk with even a bigger gap, and she is looking at every line item to see  
19 where the budget can be cut.  
20

21 Commissioner Hannan stated he is not in favor of raising taxes because he doubts they will go  
22 back down again in his lifetime. He stated he is also not in favor of not giving the employees at  
23 least a cost of living raise as Commissioner Richards stated.  
24

25 Mayor Kussard stated that she mentioned a one time, one percent bonus for the employees earlier  
26 as it will cost the Town less than raising wages.  
27

28 Commissioner Richards stated that a lot more was cut from the budget besides the employees not  
29 receiving a cost of living increase, including \$200,000 for the roads, and he realized over the  
30 weekend that the Town may never see the CST revenue again. He stated he is pleased that this  
31 Commission has decided to pay as we go, and there is plenty of time to try to hammer something  
32 out, and he is still in favor of increasing the tax rate at this time.  
33

34 Commissioner Holden commented that the residents want good streets and good service from  
35 city workers, and a lot of tools were cut from the budget that the employees need to do their jobs.  
36

37 Commissioner Vincent stated that the State represents us, but they are easy to take away and not  
38 much help in addressing the Town's problems.  
39

40 Commissioner Hannan explained to the audience that what happened with the Communication  
41 Services Tax is that a mistake was made, and not by the Town, and now the Town has to deal  
42 with it.  
43

44 Commissioner Richards further clarified that this came about because the Florida Department of  
45 Revenue was told by the communication providers that they did not have these accounts in this  
46 area, and as such, tax revenue was reduced by 66%. He stated until an audit is completed to  
47 verify that they do not have the accounts, the Town will not have verification.  
48

49 Ms. Kollgaard stated that the Town Attorney has sent the State a letter with specific questions  
50 and we should hear back from them by the end of the week.  
51

1 Commissioner Vincent informed the audience that the State's initial response to the Town's  
2 inquiry was that the information was confidential.

3  
4 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*  
5 *Commission approved setting the tentative millage rate for FY 2014-2015 at 3.8781; and that*  
6 *the date, time and place of the tentative millage and budget be set for Wednesday, September*  
7 *3, 2014 at 6 p.m. in the Commission Chambers; and that the second public hearing for*  
8 *adopting the final millage rate and budget be set for Wednesday, September 17, 2014 at 6 p.m.*  
9 *in the Commission Chambers, by the following roll call vote:*

11	<i>HOLDEN</i>	<i>YES</i>
12	<i>VINCENT</i>	<i>YES</i>
13	<i>HANNAN</i>	<i>NO</i>
14	<i>RICHARDS</i>	<i>YES</i>
15	<i>KUSSARD</i>	<i>YES</i>

16  
17 After the vote, Mayor Kussard read the following statement:

18  
19 *The prior year's millage rate is 3.2808 mills. The current proposed millage rate is 3.8781. The*  
20 *computed rolled back rate is 3.1345 mills. The date, time, and meeting place of the tentative*  
21 *budget hearing will be Wednesday, September 3, 2014 at 6 p.m. in the Lady Lake Commission*  
22 *Chambers.*

23  
24 **7. Consideration of Submitting an Application to the Universal Microchip Scanner**  
25 **Donation Program and Accept if Awarded (Chris McKinstry)**

26  
27 Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the  
28 Clerk's Office). He stated that staff is requesting approval to apply for and accept if awarded the  
29 Universal Microchip Scanner Donation Program for the purposes of obtaining a microchip reader  
30 for the Town's Animal Control Officer. Chief McKinstry stated that the Town does not  
31 currently have a microchip reader for scanning any found animals that do not have identifying  
32 information on a collar. He stated that unless a local merchant or veterinarian is available with a  
33 microchip scanner, all unidentified found animals must be transported to the Lake County  
34 Animal Shelter for possible identification, which is 21 miles from the Town of Lady Lake. Chief  
35 McKinstry stated that if the Animal Control Officer had a microchip reader available, the found  
36 animal could possibly be identified and released to the owner more expeditiously and without  
37 exposure to other animals with potential disease.

38  
39 *Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the*  
40 *Commission approved the Consideration of Submitting an Application to the Universal*  
41 *Microchip Scanner Donation Program and Accept if Awarded, by a vote of 5 to 0.*

42  
43 **J. TOWN ATTORNEY'S REPORT:**

44  
45 **8. Ordinance No. 2014-05 – First Reading – An Ordinance of the Town of Lady Lake,**  
46 **Florida Relating to Medical Marijuana; Amending the Land Development Regulations,**  
47 **Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District**  
48 **Regulations"; Amending Chapter VI, "Conditional Uses And Special Exceptions" (Thad**  
49 **Carroll)**

1 Attorney Todd Mazenko, standing in for Town Attorney Derek Schroth, read the ordinance by  
2 title only.

3  
4 Growth Management Director Thad Carroll gave the background summary for this agenda item  
5 (on file in the Clerk's office). He stated that the draft ordinance was included in the packet for  
6 consideration by the Town Commission pertaining to the regulation and prohibition of Medical  
7 Marijuana Dispensaries, Non-Medical Marijuana Sales, and Cannabis Farms in the Town of  
8 Lady Lake. Mr. Carroll stated the draft ordinance provides for the following:

- 9
- 10 • Defines the terms necessary for regulation; these amendments will be reflected in Chapter  
11 2 of the Land Development Regulations, "Definitions and Interpretations", attached as  
12 Exhibit A in the packet.
  - 13
  - 14 • Contains language that prohibits the production of medical marijuana within all zoning  
15 districts of the Town; these amendments will be reflected in Chapter 5 of the Land  
16 Development Regulations, "Zoning District Regulations", attached as Exhibit B.
  - 17
  - 18 • Provides for the dispensing of Medical Marijuana in the Heavy Commercial (HC) zoning  
19 district as a Special Exception Use (SEU).
  - 20
  - 21 • Exhibit C defines the criteria which must be satisfied to qualify as an appropriate location  
22 to establish a medical marijuana dispensary in the Heavy Commercial zoning district as a  
23 Special Exception Use (SEU); this language will be reflected in Chapter 6 of the Land  
24 Development Regulations, "Conditional Uses and Special Exceptions".
  - 25

26 Mr. Carroll noted that Exhibit C also defines the hours of operations to be from 7 a.m. to 7 p.m.  
27 during the week and from 7 a.m. to 2 p.m. on Saturdays, and prohibits operations on Sunday.

28  
29 Mr. Carroll stated that a synopsis of House Bill 843/Senate Bill 1030 (pertaining to "Charlotte's  
30 Web") has also been provided, as well as a copy of the enrolled bill SB 1030. The Town's  
31 regulations would be ancillary to the measures provided in the bill. In November, further action  
32 by the Town Commission may be in order to address legislation that could result from the  
33 referendum - should it pass. This may also include enacting a moratorium for up to one year  
34 following the referendum.

35  
36 Mr. Carroll stated that the Town Commission reviewed a draft of Ordinance No. 2014-05 at their  
37 regular meeting on June 16, 2014, and reached a consensus to move forward with the ordinance.  
38 The minutes of that meeting were included in the packet for the Commission's review. He stated  
39 that at the July 14, 2014 meeting of the Planning and Zoning Board, the board made a  
40 recommendation to forward Ordinance No. 2014-05 to the Town Commission with the  
41 recommendation of approval by a vote of 4-0.

42  
43 Mr. Carroll asked if there were any questions.

44  
45 Commissioner Hannan pointed out that weekdays are not specified on page 12, under Exhibit C,  
46 section F, and it needs to be added. He also stated that 1,500 ft. from a school or religious  
47 facility does not seem very far; he asked if the Commission could increase the distance.

1 Ms. Kollgaard replied that staff's concern was that there was no place available in Lady Lake  
2 that would qualify if the allowable distance for a dispensary was increased. She stated staff  
3 originally had it at a 2,500 ft. distance, but had to decrease it.

4  
5 Commissioner Holden commented that if Lady Lake prohibited it altogether, it could spark a  
6 lawsuit.

7  
8 Mayor Kussard stated she is totally against this and what is happening in the country regarding  
9 medical and non-medical marijuana. She stated there is a huge difference between the  
10 Charlotte's Web bill that Governor Scott just signed and the referendum that residents will vote  
11 on in November at the ballot box. Mayor Kussard encouraged everyone to get out and vote.

- 12  
13 - Judy Glasel of 1121 Ricardo stated that many of her family members live in  
14 Washington State and one family member uses medical marijuana to be able to live a  
15 more normal life. She gave the example of the little girl in the news that was having  
16 about 40 seizures a day, but now that she is taking medical marijuana, she is free from  
17 seizures. Ms. Glasel said there is a difference between medical marijuana and other  
18 uses of marijuana.

19  
20 *Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the*  
21 *Commission approved Ordinance No. 2014-05 –First Reading – Relating to Medical*  
22 *Marijuana; Amending the Land Development Regulations, Chapter II, "Definitions and*  
23 *Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter*  
24 *VI, "Conditional Uses And Special Exceptions", with the correction as noted to page 12, line*  
25 *33, by the following roll call vote:*

26  
27 *HOLDEN YES*  
28 *VINCENT YES*  
29 *HANNAN YES*  
30 *RICHARDS YES*  
31 *KUSSARD YES*

32  
33  
34 **K. TOWN MANAGER'S REPORT:**

35  
36 **9. Consideration of Reappointments to the Parks, Recreation and Tree Advisory**  
37 **Committee (Kris Kollgaard)**

38  
39 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the  
40 Clerk's Office). She stated that the Town Commission approved the second/final reading of  
41 Ordinance No. 2014-04 at the July 7, 2014 meeting which resulted in a merger of the Parks &  
42 Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board –  
43 the Parks, Recreation and Tree Advisory Committee. Reappointments have been on hold until  
44 this merge occurred.

45  
46 Ms. Kollgaard stated that there are currently two members whose terms expired as of February  
47 2014 and one member whose term expires this month, and that Mr. Thomas Schmelzer and Ms.  
48 Betty Cantelmo wish to be reappointed. She stated that staff was unable to reach Mr. Edelson  
49 and his application will be pulled and brought back once staff confirms he wishes to be  
50 reappointed. Ms. Kollgaard stated there are no new applications currently on file for  
51 consideration for this board, and members of this board will be reduced to five by attrition.

- 1
- 2 - Commissioner Holden voted yes for the reappointment of Thomas Schmelzer and Betty
- 3 Cantelmo.
- 4 - Commissioner Vincent voted yes for the reappointment of Thomas Schmelzer and Betty
- 5 Cantelmo.
- 6 - Commissioner Hannan voted yes for the reappointment of Thomas Schmelzer and Betty
- 7 Cantelmo.
- 8 - Commissioner Richards voted yes for the reappointment of Thomas Schmelzer and Betty
- 9 Cantelmo.
- 10 - Mayor Kussard voted yes for the reappointment of Thomas Schmelzer and Betty Cantelmo.

11  
12 *Thomas Schmelzer and Betty Cantelmo received affirmative votes from all five Commissioners*  
13 *and they were reappointed to the Parks, Recreation & Tree Advisory Committee.*

14  
15 **10. Consideration of Appointing a Commission Liaison for the Newly Merged Parks,**  
16 **Recreation and Tree Advisory Committee (Kris Kollgaard)**

17  
18 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the  
19 Clerk's Office). She stated that The Town Commission approved the second/final reading of  
20 Ordinance No. 2014-04 at the July 7, 2014 meeting which resulted in a merger of the Parks &  
21 Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board –  
22 the Parks, Recreation and Tree Advisory Committee.

23  
24 Ms. Kollgaard reported that prior to this merge, Commissioner Richards was appointed liaison to  
25 the Tree & Beautification Advisory Committee and Commissioner Hannan was appointed liaison  
26 to the Parks & Recreation Advisory Board, and at this time, the Commission needs to appoint a  
27 Commissioner as liaison to the newly merged committee.

28  
29 Commissioner Hannan stated he would like to be the liaison for this committee, and  
30 Commissioner Richards was in agreement.

31  
32 *It was the consensus of the Commission to appoint Commissioner Hannan as Commission*  
33 *Liaison to the Newly Merged Parks, Recreation and Tree Advisory Committee.*

34  
35 **L. MAYOR/COMMISSIONER'S REPORT:**

36  
37 Mayor Kussard asked if the Commissioners had anything to report.

38  
39 Commissioner Richards commented that although he may have committed political hara-kiri,  
40 sometimes you have to love a job to leave it and tough decisions are ahead of the Commission to  
41 flesh the budget out with the funds available, but he is looking forward to getting a consensus on  
42 some items. He thanked the Commissioners and staff for their service.

43  
44 Commissioner Vincent commented that the legislature unfortunately passed the bill regarding  
45 medical marijuana, and he felt it was poorly handled. He stated that the Town may need to wait  
46 and have the legal people sort it out.

47  
48 Mayor Kussard commented that it is disappointing that the Commission had to raise the millage  
49 rate this evening, and that she hopes that the Commission will find out it is not as bad as it  
50 appears by September and the tax can be lowered.

1 M. PUBLIC COMMENTS<sup>iv</sup>  
2

3 Mayor Kussard asked if anyone had any further questions or comments. There were no  
4 questions or comments.  
5

6 N. ADJOURN  
7

8 There being no further discussion, the meeting was adjourned at 6:48 p.m.  
9

10  
11  
12  
13 Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

14 Minutes transcribed by Nancy Slaton, Deputy Town Clerk  
15

*<sup>i</sup> 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.*

*<sup>ii</sup> 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.*

*<sup>iii</sup> 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.*

*<sup>iv</sup> 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.*



TOWN COMMISSION AGENDA ITEM

H-3

REQUESTED SPECIAL COMMISSION MEETING DATE Aug 4, 2014

SUBJECT: Budget Amendment to appropriate budget for Biosolid Dewatering Unit in FY2014 and to move \$3600 to General Operating budget

DEPARTMENT: Finance Department

RECOMMENDED MOTION: Staff recommends approval of BT14-020 to establish a budget for Sewer Equipment for the Biosolid Dewatering Box using funds from Sewer Impact Fees. Also, we should move \$3600 from equipment budget to General Operating budget in Sewer.

SUMMARY: This amendment authorizes the use of Sewer Impact Fees to appropriate a budget for the Biosolid Dewatering Box. The amendment will increase the expense line for Sewer Capital Equipment. A budget amendment was done for this is FY2013 but the expenses are in FY2014. The Commission approved the Biosolid Dewatering Box at the July 4, 2013 and 8/5/2013 Commission meeting. \$3600 was budgeted in Capital Equipment for UPS, however the purchase is 12 UPS, therefore individually they do not meet the capital threshold of \$1000.

FISCAL IMPACT: \$60,500

- Capital Budget 401-3503-535-6410
- Operating
- Other

ATTACHMENTS:  Ordinance  Resolution  Budget Resolution

Other (Budget Transaction FT14-020, BT13-032, Purchase Order and Agenda approval)

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

DEPARTMENT HEAD

*JRM*

Submitted

7/28/2014

Date 8/4/2014

FINANCE DEPARTMENT

*JRM*

Approved as to Budget Requirements

Date

TOWN MANAGER

*[Signature]*

Approved Agenda Item for: Date 8/4/2014

COMMISSION ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely  Continued to Date Certain

Approved with Modification

*[Signature]* Reviewed

**TOWN OF LADY LAKE  
BUDGET TRANSACTION FORM FY2014**

TO: Town Manager

DATE: 7/22/2014

FROM: Public Works Director

TRANS NO : BT14-020

FUND	ACCOUNT	DEPT	ACCT DESCRIPTION	INCREASE	(DECREASE)
REV					
401	0000-389-2800	Sewer	Xfr in from Sewer Impact	\$60,500	
EXP					
401	3503-535-6410	Sewer	Sewer - Equipment	\$60,500	
401	3503-535-6410	Sewer	Sewer - Equipment		\$3,600
401	3503-535-5210	Sewer	General Operating	\$3,600	

**JUSTIFICATION:** Increase FY2014 budget for Biosolid Dewatering Unit, approved 7/4/13 & 8/5/2013 meetings. Funded with Sewer Impact Fees.  
Move \$3600 of Equipment budget for purchase of 12 UPS to General Operations for purchase.

**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 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

**TOWN COMMISSION ACTION:**  
 Approved  
 Disapproved      **DATE:** \_\_\_\_\_  
**Agenda Item #** \_\_\_\_\_

 7/23/14  
 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: \_\_\_\_\_

# SEWER UTILITY

401-3503-535

TOWN OF LADY LAKE  
 PROPOSED FY2014 BUDGET  
 EXPENDITURES BY OBJECT  
 SEWER UTILITY

Operating Expenditures

Total	Account Number & Description	Quantity	Amount	Sub-Total
50	4700 Printing & Binding			50
	Business Cards			
200	4910 Other Current Charges			
	DEP Storage Tank Permit Lift Station 1 \$25	1	25	25
	DEP Storage Tank Permit Lift Station 4 \$25	4	25	100
	DEP Storage Tank - WWTP 3@ \$25 = \$75	3	25	75
39,055	4960 Amort. Sewer Cap Agreement			39,055
	Amortization of Sewer Capacity At Villages Plant			
	Original Purchase			
	- 50,000 Gallon Add'l Purchase 2/04			
	- 100,000 Gallon Add'l Purchase 6/04			
250	5100 Office Supplies			250
24,000	5210 General Operating			24,000
	Sodium Hypochlorite			
8,000	5260 Gas & Diesel Expense			8,000
	Fuel For Vehicles			
	Diesel For Generators			
1,084	5270 Uniform Expense			
	Uniform Service - 2 Employees	12	52	624
	Safety Shoes For 2 Employees ✓	2	150	300
	Jackets for 2 Employees	2	80	160
500	5410 Bks, Pub, Subs, Membrshps			500
	Collection & Distribution Books			
1,050	5500 Training			
	Continuing Education Units For Operators			
	Registration For Classes			200
	MOT Workzone Safety Certification	2	175	350
	Confined Space Training	2	250	500
<u>361,160</u>	<b>Operating Expenditures</b>			

Capital Outlay

Total	Account Number & Description	Quantity	Amount	Sub-Total
115,000	6410 Equipment			
	Alarm System Adds UPS to Lift Stations <i>93600 2/14</i>			3,600
	Bio-Solid Dewatering Box - Cost Savings Sludge Hauling <i>55650 Box</i>	<i>1400</i>	<i>Concrete Containment</i>	80,000
	SCADA Integration to Upgrade Water Plants (SEWER IMPACT FEES) - <i>31,000 2/14</i>			31,400
	Emergency Bypass Pump - Trailer Mounted \$47,000 (RESERVE)			
<u>115,000</u>	<b>Total Capital Outlay</b>			



**TOWN OF LADY LAKE  
BUDGET TRANSACTION FORM**

TO: FINANCE  
FROM: Public Works - Utilities

DATE: 08/16/13  
TRANS NO.: BT13-032 FY2013

*need BT 2014*

CURRENT BUDGET	INCREASE AMOUNT	(DECREASE) AMOUNT	AMENDED BUDGET	Budget FY	Account Numbers				
					FUND	DEPT	ACT	OBJECT	ACCT DESCRIPTION
REV									
\$0	60,500		60,500	2013	401	0000	389	2800	Xfr in from Sewer Impact Fees
EXP									
72,522	60,500		133,022	2013	401	3503	535	6410	Sewer - Equipment
			0						
			0						PROJECT = SWRBIO
			0						
			0						
			0						
72,522	121,000	0	193,522						

**JUSTIFICATION:** Increase equipment budget for Biosolid Dewatering Unit approved by Commission 7/1/2013 & 8/5/2013  
Funding will come from Sewer Impact Fees. Sewer Impact Fees = \$582,823

**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 Manager**  
Transfer of Budget Within Departments - Anything  
- Operating & Personal Services

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

**TOWN COMMISSION ACTION:**  
 Approved  
 Disapproved      **DATE:** \_\_\_\_\_  
**Agenda Item #** \_\_\_\_\_

 8/19/13  
Department Head Signature and Date

 8/23/13  
Town Manager Signature and Date

**Finance Dept. Action:**

**Amendatory Required**

Disapproved

Approved      JRM 9/5/13  
Finance Director (Date)

**DATA ENTRY ACTION:**  
Accounting Period: 11 2013

Posted by: \_\_\_\_\_  
Data Entry Date: 9/15/13



TOWN COMMISSION AGENDA ITEM

REQUESTED SPECIAL COMMISSION MEETING DATE Sept 4, 2013

**SUBJECT:** Budget Amendment to appropriate budget for Biosolid Dewatering Unit.

**DEPARTMENT:** Finance Department

**RECOMMENDED MOTION:** Staff recommends approval of BT13-032 to establish a budget for Sewer Equipment for the Biosolid Dewatering Box using funds from Sewer Impact Fees.

**SUMMARY:** This amendment authorizes the use of Sewer Impact Fees to appropriate a budget for the Biosolid Dewatering Box. This amendment will increase the expense line item for Sewer Capital Equipment. The Commission approved the Biosolid Dewatering Box at the July 1, 2013 Commission meeting.

**FISCAL IMPACT:** \$60,500  
 Capital Budget 401-3503-535-6410  
 Operating  
 Other

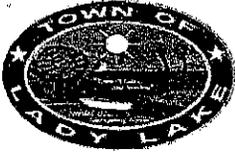
**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other (Budget Transaction FT13-032, Purchase Order, and Agenda approval)

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

<b>DEPARTMENT HEAD</b>	<i>JRM</i>	Submitted	8/26/2013	Date
<b>FINANCE DEPARTMENT</b>	<i>JRM</i>	Approved as to Budget Requirements		Date 8/26/2013
<b>TOWN MANAGER</b>		Approved Agenda Item for:	Date	

**COMMISSION ACTION:**  Approved as Recommended  Disapproved  
 Tabled Indefinitely  Continued to Date Certain  
 Approved with Modification



TOWN COMMISSION AGENDA ITEM

Project

REQUESTED COMMISSION MEETING DATE: July 1, 2013

SWRBID

SUBJECT: Consideration of Proposal from Patrick Anthony Technologies, LLC. to purchase biosolids dewatering unit and approval for Public Works Director to procure services for concrete curbing for containment area.

DEPARTMENT: Public Works- Utilities- Sewer

STAFF RECOMMENDED MOTION: Approve the proposal from Patrick Anthony Technologies, LLC, to purchase the biosolids dewatering unit with one (1) replacement set of filter cloth material for the proposed amount of \$55,650, and authorize the Public Works Director to procure services for a not-to-exceed amount of \$4,900 to install concrete curbing at the biosolids dewatering containment area for a total not-to-exceed amount of \$60,550 funded by Sewer Impact Fees.

SUMMARY: Staff provided an update on the biosolids dewatering pilot study during the June 3rd, 2013 Commission Meeting, and provided information illustrating the performance of the pilot program. At that meeting, the Commission directed staff to bring a formal quote to the Commission to purchase the dewatering unit so that the Town could move into permanent operations at the end of the current pilot lease that will expire on August 31, 2013. Pending actual manufacturing duration and delivery date, the Town may require an extension to the current lease. The Town will be obtaining estimates to construct concrete curbing around the containment area to replace the pilot study's temporary diking. Authorization to procure those services is included herein as that construction activity along with the dewatering unit purchase will all be funded through the Town's Impact Fees. The Town's Engineer is currently preparing the Florida Department of Environmental Protection (FDEP) permit application to authorize the Town to transition to permanent operations. As part of that effort, the Engineer is obtaining quotes for biosolids disposal location(s) and hauling vendor(s). We anticipate bringing those forward as a separate agenda item at a future Commission Meeting. This project has been deemed Sewer Impact Fee eligible by the Engineer.

FISCAL IMPACT: \$55,650.00 (Dewatering Unit + One (1) Set of Filter Cloth Replacement Materials) + \$4,900 (Not-to-Exceed for Concrete Curbing Improvements) = \$60,550.00 Total

Total available Sewer Impact Fees = ~~\$580,557.00~~  
582,823

- [ ] Capital Budget
- [ ] Operating
- [X] Other (Impact Fee)

401-3503-535-6410 Equipment

401-0000-389-2800 Tx fm Swr Impact

ATTACHMENTS: [X] Other - Proposals from Patrick Anthony Technologies, LLC.  
[X] Support Documents - Engineer Impact Fee Eligibility Letter

DEPARTMENT HEAD [Signature] Submitted

Date: 6/20/13

FINANCE DEPARTMENT [Signature] Approved as to Budget Requirements

Date 6/20/13

TOWN MANAGER [Signature] Approved Agenda Item for: 7-1-13

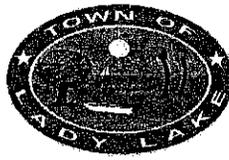
Date 6/24/13

COMMISSION ACTION:

- [X] Approved as Recommended 5-0 IN FAVOR [ ] Disapproved [ ] Tabled Indefinitely
- [ ] Continued to Date Certain [ ] Approved with Modification

cc: C.T. - P.W.  
F.W.

COPY



J-4

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: August 4, 2014

SUBJECT: Consideration of Approval to Award Bid No. 2014-0002 for the Guava Street Park Baseball Field Fence Upgrades to All-Rite Fence Services, Inc.

DEPARTMENT: Parks and Recreation

STAFF RECOMMENDED MOTION: Approval to Award Bid No. 2014-0002 for the Guava Street Park Baseball Field Fence Upgrades to All-Rite Fence Services, Inc.

SUMMARY: At the direction of this Commission, the Guava Street Baseball Field Fence Project was put out to bid. The bids came back and the Parks and Recreation Director is seeking to utilize All-Rite Fence Services, Inc. for the project as they were the sole bidder at the price of \$25,375.00. This is the same firm that completed the Hicks Field fence back in 2012 for the price of \$28,990.00. They did an incredible job and we had no problems with them.

We had a budget of \$40,000.00 for this project and have invested \$1,200.00 for the engineering, resulting in a balance of \$38,800.00. I am asking that we invest the \$25,375.00 for the fence with a 10% contingency in the event of a change order. We did not have a change order on the last fence which was the same design and by the same company, but in the event, I would like to have the ability to keep the crew working without having the delay of a change order. Included in this packet is their proof of insurance and needed bonds for the project.

FISCAL IMPACT: \$25,375.00 from Line Item # 001-7201-572-64-10 (current balance of \$38,800.00)
[X] Capital Budget
[ ] Operating
[ ] Other

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

[ ] Other [X] Support Documents - Contract Documents/Technical Specifications for the Guava Street Park Field Fence Replacement are available in the Town Clerk's Office

Table with 3 columns: Department/Role, Action/Status, Date. Includes entries for DEPARTMENT HEAD, HR, FINANCE DEPARTMENT, and TOWN MANAGER.

COMMISSION ACTION:

- [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification

Handwritten initials/signature

## CONTRACT

### GUAVA STREET PARK BASEBALL FIELD FENCE UPGRADES

This Contract, made this, the 8th day of July, 2014, by and between \_\_\_\_\_ hereinafter called "Owner" and All-Rite Fence Services, Inc. doing business as a Corporation located in Orlando, FL, hereinafter (Corporation, Partnership, or Individual) called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the GUAVA STREET PARK BASEBALL FIELD FENCE UPGRADES in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice To Proceed and will attain Final Completion within 45 consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents. The Contractor agrees to pay, as liquidated damages, the sum of \$100 for each consecutive calendar day that he shall be in default in attaining Substantial and Final Completion within the time stipulated as provided herein.

Special Damages: In addition to the amounts provided for liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner shall be paid by Contractor to Owner in the event of such default.

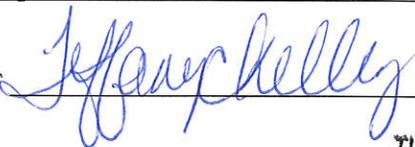
3. The term "Contract Documents" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner, or his authorized representatives, and in accordance with the Laws of the State of Florida and the Ordinances of the Town of Lady Lake, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of twenty Five Thousand Three Hundred Seventy Five dollars (\$ 25,375.00 ) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation, injury to or death of any person whomever and destruction or damage to any property whatsoever.
6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Florida, in the sum of Twenty five thousand three hundred Seventy five dollars (\$ 25,375.00).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Florida, in the sum of Twenty five thousand three hundred Seventy five dollars (\$ 25,375).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

**IN WITNESS THEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in five counterparts, each of which shall be deemed an original on the date first above written.

_____ Owner	 _____ Contractor
----------------	---

BY _____	BY <u>Ray Glidewell</u>
----------	-------------------------

ATTEST _____	ATTEST 
--------------	---

(Seal)	(Seal)
--------	--------

**TIFFANY C. KELLEY**  
 NOTARY PUBLIC - STATE OF FLORIDA  
 COMMISSION # FF091558  
 EXPIRES 2/24/2016  
 BONDED THRU 1-888-NOTARY1





# CERTIFICATE OF LIABILITY INSURANCE

ALLRI-5

OP ID: TO

DATE (MM/DD/YYYY)  
07/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS, FL 32716 Elizabeth S. Hendrick		<b>CONTACT NAME:</b> Linda Luckey <b>PHONE (A/C No. Exp):</b> 407-389-3503 <b>FAX (A/C No):</b> 407-389-8403 <b>EMAIL ADDRESS:</b> lluckey@sihle.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Ins of Hartford	<b>NAIC #</b> 20478
<b>INSURED</b> All Rite Fence Services, Inc. All Rite Fence Co., Inc. 5115 Old Winter Garden Rd. Orlando, FL 32811		<b>INSURER B:</b> Bridgefield Employers Ins. Co.	10701
		<b>INSURER C:</b> Continental Casualty	20443
		<b>INSURER D:</b> Valley Forge Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	5088688796	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU/Pollution Lia					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					Pollution \$ 1,000,000
D	AUTOMOBILE LIABILITY	X X	5088688782	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					PIP \$ 10,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	5088688801	10/01/2013	10/01/2014	AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	830-36794	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS   OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equip. Leased & Rented		5088688796	10/01/2013	10/01/2014	Leas/Rent 160,000 Ded. 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Bid No. 2014-0002, Guava Street Park Baseball Field Fence Upgrades  
Town of Lady Lake, their agents, employees and officials are included as  
Additional Insured for Automobile Liability, Umbrella Liability and General  
Liability including Ongoing and Completed Operations when required by  
written contract. The insurance shall be Primary and Non-Contributory (cont)

**CERTIFICATE HOLDER****CANCELLATION**

TOWNLAD	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Lady Lake Attn: Deputy Town Clerk 409 Fennell Blvd. Lady Lake, FL 32159	AUTHORIZED REPRESENTATIVE <i>Elizabeth S. Hendrick</i>

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**NOTEPAD:**HOLDER CODE TOWNLAD  
INSURED'S NAME All Rite Fence Services, Inc.ALLRI-5  
OF ID: TOPAGE 2  
Date 07/09/2014

to any other insurance available to or maintained by the Additional Insured(s) named above. A Waiver of Subrogation applies when required by written contract to the General Liability, Automobile Liability and Workers Compensation policies in favor of Town of Lady Lake, their agents, employees and officials.

**Public Work**  
**F.S. Chapter 255.05 (1)(a)**  
**Cover Page**

Executed in 2 Counterparts

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

BOND NO: 3128450

CONTRACTOR NAME: All-Rite Fence Services, Inc.

CONTRACTOR ADDRESS: 5115 Old Winter Garden Road  
Orlando, FL 32811-1622

CONTRACTOR PHONE NO: (407) 295-7093

SURETY COMPANY: Great American Insurance Company  
301 E. Fourth Street  
Cincinnati, OH 45202 (513) 369-5000

OWNER NAME: Town of Lady Lake

OWNER ADDRESS: 409 Fennell Blvd.  
Lady Lake, FL 32159

OWNER PHONE NO.: (352) 751-1511

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) \_\_\_\_\_

OBLIGEE ADDRESS: \_\_\_\_\_

OBLIGEE PHONE NO.: \_\_\_\_\_

BOND AMOUNT: \$25,375.00

CONTRACT NO.: (If applicable) NS.11785.007

DESCRIPTION OF WORK: Guava Street Park Baseball Field Fence Upgrades

PROJECT LOCATION: Lady Lake, FL

LEGAL DESCRIPTION: (If applicable) \_\_\_\_\_

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.  
**PERFORMANCE BOND**

**BOND NUMBER** 3128450, executed in 2 counterparts

**KNOW ALL MEN BY THESE PRESENTS** that All-Rite Fence Services, Inc., hereinafter referred to as the CONTRACTOR, as Principal, and Great American Insurance Company, hereinafter called SURETY, as SURETY, are held and firmly bound unto Town of Lady Lake, a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$ 25,375.00-----, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the CONTRACTOR has entered into Contract with the "TOWN", also referred to herein as the OWNER, for the project entitled: **GUAVA STREET PARK BASEBALL FIELD FENCE UPGRADES** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**NOW, THEREFORE**, the condition of this obligation is such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations there under, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such alterations thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract.
2. Whenever CONTRACTOR shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations hereunder, the Surety may promptly remedy the default or shall promptly:
  - A. Complete the Contract in accordance with its terms and conditions; or
  - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. Surety shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, Contract amount changes, alterations or additions to the terms of the Contract or the work to be performed there under, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, Contract amount change, alteration or addition.

6. The CONTRACTOR shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

See subsection 2 of Section 255.05, Florida Statutes, as amended, for the notice and time limitations for claimants.

Signed and sealed this the 10th day of July, 2014

CONTRACTOR, AS PRINCIPAL

WITNESS:

Tiffany Kelley

All-Rite Fence Services, Inc.  
Firm Name  
By: Ray Glidewell  
Signature  
Ray Glidewell Vice President  
Type Name and Title

Great American Insurance Company  
SURETY

Teresa L. Durham, FL Licensed Resident Agent  
AGENT FOR SURETY  
Teresa L. Durham  
Signature

BY: Teresa L. Durham  
Teresa L. Durham, Attorney-in-Fact

AGENCY ADDRESS: 620 N. Wymore Rd., #200  
Maitland, FL 32751

SURETY ADDRESS: 301 E. Fourth Street  
Cincinnati, OH 45202

PHONE (407) 786-7770

Licensed Resident Florida Agent? Yes XX No

If Yes, License Number: D015373

STATE OF Florida)

COUNTY OF Orange) SS

CITY OF Maitland)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:  
Teresa L. Durham

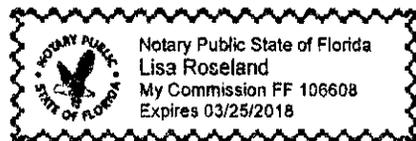
to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for  
Great American Insurance Company

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the 10th day of July, 2014

Lisa Roseland  
Notary Public  
Lisa Roseland  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known XX or Produced Identification



Type of Identification:  N/A

If No, Countersignature Required Below:

Countersigned by:  N/A

Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (CONTRACTOR) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

PAYMENT BOND

BOND NUMBER 3128450, executed in 2 counterparts

KNOW ALL MEN BY THESE PRESENTS that All-Rite Fence Services, Inc., hereinafter called CONTRACTOR, as Principal, and Great American Insurance Company hereinafter called SURETY, as SURETY, are held and firmly bound unto Town of Lady Lake, a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$25,375.00-----, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has entered into Contract with the "TOWN", also referred to herein as the OWNER, for the project entitled GUAVA STREET PARK BASEBALL FIELD FENCE UPGRADES, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if CONTRACTOR shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

- 1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.

Signed and sealed this the 10th day of July, 2014.

CONTRACTOR, AS PRINCIPAL:

WITNESS:

All-Rite Fence Services, Inc. Firm Name

[Handwritten Signature] Signature

By: [Handwritten Signature] Signature

Ray Glidewell Vice President Type Name and Title

Great American Insurance Company SURETY:

Teresa L. Durham, FL Licensed Resident Agent AGENT FOR SURETY:

BY: [Handwritten Signature] Signature

BY: [Handwritten Signature] Teresa L. Durham, Attorney-in-Fact

AGENCY ADDRESS: 620 N. Wymore Rd., #200

SURETY ADDRESS: 301 E. Fourth Street Cincinnati, OH 45202

Maitland, FL 32751

PHONE NO. (407) 786-7770

Licensed Resident Florida Agent? Yes XX No \_\_\_\_\_

If Yes, License Number: D015373

STATE OF Florida )  
COUNTY OF Orange )  
CITY OF Maitland )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:  
Teresa L. Durham  
to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for  
Great American Insurance Company  
as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the  
Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the 10th day of July, 2014

Lisa Roseland  
Notary Public

Lisa Roseland  
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known XX or Produced Identification (Type) \_\_\_\_\_

If No, Countersignature Required Below:

Countersigned by: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Telephone Number (Include Area Code)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
CITY OF \_\_\_\_\_ )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:  
\_\_\_\_\_  
to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for  
\_\_\_\_\_  
as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the  
Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification (Type) \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **NINE**

No. 0 20377

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power	
JEFFREY W. REICH	TERESA L. DURHAM	GLORIA A. RICHARDS	ALL
SUSAN L. REICH	LESLIE M. DONAHUE		\$75,000,000
KIM E. NIV	CHERYL FOLEY	ALL OF	
PATRICIA L. SLAUGHTER	DON BRAMLAGE	MAITLAND, FLORIDA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **16TH** day of **APRIL**, 2013  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **16TH** day of **APRIL**, 2013

, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **10th** day of **July**, 2014.



*Stephen C. Beraha*  
Assistant Secretary



\*\*\*\*\*

ISSUED: \_\_\_\_\_

**OFFICIAL BID FORM**

**FOR**

**BID NO. 2014-0002 - GUAVA STREET PARK  
BASEBALL FIELD FENCE UPGRADES**

\*\*\*\*\*

**Mail or Hand Deliver**

**ORIGINAL BID FORM (MARKED "ORIGINAL") & THREE (3) COMPLETE COPIES**

**By 9:00 a.m. – Monday, June 30, 2014**

**To:**

**Nancy Slaton  
Deputy Town Clerk  
Town of Lady Lake  
409 Fennell Boulevard  
Lady Lake, Florida 32159**

**Bid Opening:**

**Monday, June 30, 2014 - 9:00 a.m.**

**Town of Lady Lake  
Commission Chambers  
409 Fennell Blvd.  
Lady Lake, Florida 32159**

All-Rite Fence Services, Inc.

**COMPANY NAME**

5115 Old Winter Garden Road

**COMPLETE MAILING ADDRESS**

Orlando, Orange, Florida 32811

**CITY, COUNTY, STATE, ZIP CODE**

407-295-7093 407-292-8550f

**TELEPHONE NUMBER & FAX NUMBER**

Ray Glidewell ray@allritefence.com

**CONTACT PERSON**

**To: Town of Lady Lake Commission  
Town of Lady Lake, Florida**

**Gentlemen:**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **GUAVA STREET PARK BASEBALL FIELD FENCE UPGRADES** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the contract, to complete the said work within the time limits specified for the following **LUMP SUM BASE BID AMOUNT**.

It is understood that this is a lump sum contract and the estimated total base bid is the sum of all item totals from the attached bid schedule.

**TOTAL LUMP SUM BASE BID AMOUNT;**

Twenty Five Thousand Three Hundred Seventy Five DOLLARS  
(In Words)

\$ 25,375.00

Contractor shall fill out attached bid breakdown form for the total bid amounts.

In the event the contract is awarded to this Bidder, he/she will enter into a formal written agreement with the Town in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him/her and will furnish to the Town a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the Town, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

The Bidder hereby agrees that there is attached:

- |    |   |     |  |
|----|---|-----|--|
| 1. | Non-Collusion Affidavit, Attachment A                             | Yes | <input checked="" type="checkbox"/>                              |
| 2. | Required Disclosure, Attachment B                                 | Yes | <input checked="" type="checkbox"/>                              |
| 3. | Four (4) Complete copies of this Bid Form<br>with all attachments | Yes | <input type="checkbox"/>   |
| 4. | References, Attachment E  | Yes | <input checked="" type="checkbox"/>                              |
| 5. | Licenses  | Yes | <input checked="" type="checkbox"/> N/A <input type="checkbox"/> |
| 6. | Bid Breakdown form  | Yes | <input type="checkbox"/>   |

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

Addendum No.   1   Dated  6/22/14  Addendum No.            Dated           

Addendum No.            Dated            Addendum No.            Dated           

If awarded this construction contract, the Bidder agrees to complete the work covered by this contract as follows:

1. Work shall start at the project site within ten (10) days of the effective date of the Notice to Proceed.
2. Substantially complete in 30 consecutive calendar days from date of Official Notice to Proceed.
3. Final completion in 45 consecutive calendar days from date of Official Notice to Proceed.
4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply.

The contract will be awarded to the best lowest responsive bidder, however, the Bidder hereby agrees that the Town reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the Town.

Date: June 22, 2014

To: Plan Holders

Bid No.: 2014-0002

From: Kris Kollgaard, Town Clerk  
Town of Lady Lake, Florida

Subject:                               — ADDENDUM NO. 1 —  
  GUAVA STREET PARK  
  BASEBALL FIELD FENCE UPGRADES  
  BID No. 2014-0002

**Attached is Addendum No. 1 for the above referenced project. Plan Holders are reminded that this Addendum must be acknowledged on page D-3 of Part D of the Bidder's Proposal, included as part of your bid submittal, and acknowledged receipt of this Addendum by signing in the space provided below and returning this page by facsimile to: Neel-Schaffer, Inc. Fax Number: (407) 539-0575, before 10:00 A.M., Friday, June 27th, 2014.**

\_\_\_\_\_  
Kris Kollgaard

NAME: Ray G. Llewellyn      DATE: 6/23/14      TIME: 10:35

COMPANY (Please Print): All-Rite Fence Services Inc.

**\*\* ADDENDUM NO. 1 \*\***

You should receive **(4) pages total inclusive of this cover sheet.** Please notify us if the message is incomplete or unclear. Thank you.

**Attachment A**  
**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town Commission, Lake County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

All-Rite Fence Services, Inc.

(Name of Corporation, Partnership, Individual, etc.)

A Corporation, formed under the laws of Florida

of which he is  
Vice President

(Sole Owner, partner, president, etc.)

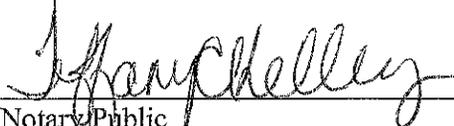
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Town of Lady Lake, also that no head of any department or employee therein, or any officer of Town of Lady lake, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.



(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 27 day of  
June, 2014

  
\_\_\_\_\_  
Notary Public

TIFFANY C. KELLEY  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # FF091558  
EXPIRES 2/24/2016  
BONDED THRU 1-888-NOTARY1  
(Seal)

Tiffany C. Kelley  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification  
Type of Identification: \_\_\_\_\_

**Attachment B**  
**REQUIRED DISCLOSURE**

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment E

**REFERENCES:** List at least four similar projects successfully completed within the last five years

1. Project Name Spruce Creek Ball Field  
Owner City of Port Orange  
Contact A.G. Pifer Construction  
Address 3629 Old Deland Road  
Daytona Beach, Florida 32124  
Telephone Number 386-257-4448  
Original Contract \$ 40,292.00  
Change Orders \$ 0.00  
Final Contract \$ 40,292.00  
Completed on Schedule? Yes Date: \_\_\_\_\_  
Project Description Furnish and install outfield and backstop  
fencing
  
2. Project Name Blackstone Park Expansion  
Owner Manatee Board of County Commissioners  
Contact Mulligan Constructors, Inc.  
Address 3601 Vineland Road Ste 14  
Orlando, Florida 32811  
Telephone Number 407-654-6523  
Original Contract \$ 183,379.00  
Change Orders \$ 858.00  
Final Contract \$ 184,237.00  
Completed on Schedule? Yes Date: \_\_\_\_\_  
Project Description Ballfield fencing and netting and various  
enclosure fencing and gates

3. Project Name Guava Street Park- Hicks Field Fence  
Owner Town of Lady Lake  
Contact Kris Kollgaard  
Address 409 Fennell Blvd  
Lady Lake, FL 32159  
Telephone Number 352-751-1501  
Original Contract \$ 27,190.00  
Change Orders \$ \_\_\_\_\_  
Final Contract \$ 27,190.00  
Completed on Schedule? Yes Date: 9/13/2014  
Project Description Remove and replace backstop and perimeter fence.

4. Project Name Montverde Academy  
Owner \_\_\_\_\_  
Contact Dewitt Excavating  
Address 14463 W. Colonial Drive  
Winter Garden, FL 34787  
Telephone Number 407-656-1799  
Original Contract \$ 75,000.00  
Change Orders \$ \_\_\_\_\_  
Final Contract \$ 75,000.000  
Completed on Schedule? Yes Date: 2010  
Project Description Furnish and install baseball fields, soccer fields and other misc fencing around school.



5115 Old Winter Garden Road  
Orlando, Florida 32811  
407-295-7093 Fax 407-292-8550

**Scott Randolph, Tax Collector      Local Business Tax Receipt      Orange County, Florida**  
This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

\*\*\*ORIGINAL\*\*\*      2013      EXPIRES 9/30/2014      1815-0962710  
1815 CONTR-FENCING      \$50.00 30      EMPLOYEE 3501      TRAD TANG-FENCING      \$50.00 30      EMPLOYEE :

TOTAL TAX      \$100.00  
PREVIOUSLY PAID      \$100.00  
TOTAL DUE      \$0.00



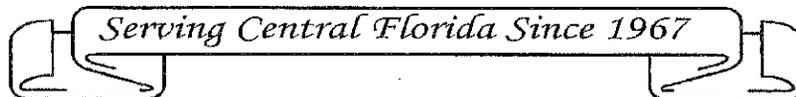
GLIDEWELL WILLIAM RAY V PRES

ALL RITE FENCE CO INC  
GLIDEWELL WILLIAM RAY V  
5115 OLD WINTER GARDEN RD  
ORLANDO FL 32811-1637

5115 OLD WINTER GARDEN RD  
U - ORLANDO, 32811

PAID: \$100.00 099-00576357 7/8/2013

This receipt is official when validated by the Tax Collector.





# CERTIFICATE OF LIABILITY INSURANCE

ALLRI-5

OP ID: .1

DATE (MM/DD/YYYY)

06/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS, FL 32716 Elizabeth S. Hendrick	CONTACT NAME: <b>Linda Luckey</b>
	PHONE (A/C, No, Ext): <b>407-389-3503</b> FAX (A/C, No): <b>407-389-8403</b>
	E-MAIL ADDRESS: <b>lluckey@sihle.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED	NAIC #
<b>All Rite Fence Services, Inc. All Rite Fence Co., Inc. 5115 Old Winter Garden Rd. Orlando, FL 32811</b>	INSURER A: <b>National Fire ins of Hartford</b> <b>20478</b>
	INSURER B: <b>Bridgefield Employers Ins. Co.</b> <b>10701</b>
	INSURER C: <b>Continental Casualty</b> <b>20443</b>
	INSURER D: <b>Valley Forge Insurance Company</b>
	INSURER E:
	INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		5088688796	10/01/2013	10/01/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> XCU/Pollution Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Pollution \$ <b>1,000,000</b>
D	AUTOMOBILE LIABILITY	X		5088688782	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PIP \$ <b>10,000</b>
C	UMBRELLA LIAB	X		5088688801	10/01/2013	10/01/2014	EACH OCCURRENCE \$ <b>5,000,000</b>
	EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						AGGREGATE \$ <b>5,000,000</b>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	830-36794	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Contractors Equip.			5088688796	10/01/2013	10/01/2014	Leas/Rent <b>160,000</b>
	Leased & Rented						Ded. <b>2,500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Paradise Park  
Town of Lady Lake is included as additional insured for General Liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>TOWN OF</b>  <b>Town of Lady Lake</b> <b>409 Fennell Blvd.</b> <b>Lady Lake, FL 32159</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Elizabeth S. Hendrick</i>

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**MUTUAL AGREEMENT  
to Accept Contract Terms and Conditions Regarding  
2014 Pavement Management-Preservation Program**

**Effective Date:** \_\_\_\_\_, 2014

**I. DESCRIPTION**

Town of Lady Lake, Florida ("CLIENT") hereby agrees to retain Asphalt Paving Systems, Inc. ("CONTRACTOR") to perform Pavement Management-Preservation Services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and St. Johns County Board of County Commissioners, Florida for Annual Asphalt Maintenance Services, Contract for Bid No. 12-66, dated October 11, 2012. Such contract shall also include all current and future amendments, Lake County being the venue for any and all legal action necessary to enforce this contract.

**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](mailto:kkollgaard@ladylake.org)

Robert Capoferri  
President  
Asphalt Paving Systems, Inc  
9021 Wire Road  
Zephyrhills, Florida 33540  
Phone 813-788-0010  
Email: [ponderosamark@hotmail.com](mailto:ponderosamark@hotmail.com)

With copies to:  
Peggy Smith, Administrative Assistant  
Office 352.751.1526  
Email: [psmith@ladylakepw.org](mailto:psmith@ladylakepw.org)

Please acknowledge CLIENT's acceptance of St. Johns County Board of County Commissioners contract terms and conditions by having an authorized representative of CLIENT sign below.

**APPROVED BY TOWN OF LADY LAKE,  
FLORIDA:**

**APPROVED BY ASPHALT PAVING SYSTEMS,  
INC:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Robert Capoferri

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

Date: 7/24/14

**ATTEST:**

**ATTEST:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Mark Rohrbach

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

Date: 7/24/14

*Exhibit A: St. Johns County Board of County Commissioners Bid No. 12-66*

*Exhibit B: St. Johns County Board of County Commissioners Bid No. 12-66 – Amendment #1- Contract Renewal*



DATE: 6.26.14

TO: Town of Lady Lake  
 136 Skyline Drive  
 Lady Lake, FL 32159  
 Attn: CT Eagle

FROM: Asphalt Paving Systems, Inc.  
 9021 Wire Road  
 Zephyrhills, FL 33540  
 Ph: 813-788-0010  
 Fx: 813-788-0020

RE: Piggy back of St John County Term Contract  
**Avenida Central**

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	Cold In Place Recycle	SY	37,460.00	\$ 5.50	\$ 206,030.00
2	Emulsion	GAL	72,920.00	\$ 2.45	\$ 178,654.00
3	Cement	TON	135.00	\$ 115.00	\$ 15,525.00
4	Traffic Loops	EA	3.00	\$ 1,200.00	\$ 3,600.00
5	Paving*, includes all line striping	TON	3,100.00	\$ 97.40	\$ 301,940.00
	* We are piggy backing at a lower price than from our contract (\$115.00)				
				Total	\$ 705,749.00

Respectfully Submitted,

*Mark Rohrbach*

Asphalt Paving Systems, Inc.  
 Zephyrhills, Florida  
 c: 813-455-2471

## C.T. Eagle

---

**From:** Dawn Cardenas [dcardenas@sjcfl.us]  
**Sent:** Wednesday, July 02, 2014 10:38 AM  
**To:** C.T. Eagle  
**Cc:** Sharon Haluska  
**Subject:** FW: Bid No 12-66 - Annual Asphalt Maintenance Services Contract  
**Attachments:** St Johns Contract extension.pdf; lady lake 12-66\_201407021026.pdf

Mr. Eagle-  
Please find the piggyback permission letter attached.  
Please let me know if you need any other documents.  
Thank you-

*Dawn Cardenas*  
*Purchasing Department*  
*500 San Sebastian View*  
*St. Augustine FL 32084*  
[dcardenas@sjcfl.us](mailto:dcardenas@sjcfl.us)  
*(P) 209-0152*  
*(F) 209-0153*

---

**From:** Sharon Haluska  
**Sent:** Wednesday, July 02, 2014 10:15 AM  
**To:** Dawn Cardenas  
**Subject:** FW: Bid No 12-66 - Annual Asphalt Maintenance Services Contract

Please see request below to piggyback the Asphalt Maintenance Services contract. Thanks - Sharon

*Sharon Haluska*  
St. Johns County Purchasing  
500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0156 (904) 209-0157 fax  
[shaluska@sjcfl.us](mailto:shaluska@sjcfl.us) [www.sjcfl.us](http://www.sjcfl.us) website

---

**From:** C.T. Eagle [<mailto:cteagle@LadyLakePW.org>]  
**Sent:** Wednesday, July 02, 2014 8:43 AM  
**To:** Sharon Haluska  
**Cc:** Peggy Smith; Brenda Brock; Mark Rohrbach; Michael Mobley; Ted Williams  
**Subject:** Bid No 12-66 - Annual Asphalt Maintenance Services Contract

Hello Sharon Haluska,

The Town of Lady Lake would like to respectfully request permission to "piggyback" or utilize your contract for Bid No. 12-66 – Annual Asphalt Maintenance Services with Asphalt Paving Systems, Inc. The contract was extended through 10/10/2014 as seen in the attachment.

Please let us know if you have any questions and please also let us know if there has been any amendments or changes to the contract as well.

Thank you in advance for any assistance that you can provide.

**C. T. Eagle, Sr**  
**Town of Lady Lake**  
Public Works Director  
136 Skyline Dr.  
Lady Lake, FL 32159

Phone: 352-751-1526  
Fax: 352-751-1595

[cteagle@ladylakepw.org](mailto:cteagle@ladylakepw.org)

**ATTENTION: The new operating hours for the Public Works Department are Monday- Thursday, 7:00AM - 6:00PM. Offices will be closed on Friday's.**

*Please note: Under Florida law (Fla.Stat. 668.6076 - effect. 07-01-06), 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.*



## St. Johns County Board of County Commissioners

---

Purchasing Division

July 2, 2014

C. T. Eagle, Sr  
Public Works Director  
Town of Lady Lake  
136 Skyline Dr.  
Lady Lake, FL 32159

RE: Annual Asphalt Maintenance Service Contract  
St. Johns County Bid No 12-66

Dear Mr. Eagle:

St. Johns County approves the City of Lady Lake piggybacking the above referenced contract. However, please be aware that if any lawsuits or disputes were to arise with the City of Lady Lake, St. Johns County would not agree to be called as defense.

Please feel free to contact me at the number or email address shown below should you require any further information.

Sincerely,  
St. Johns County  
Purchasing Department

A handwritten signature in cursive script that reads "Dawn R. Cardenas".

Dawn R. Cardenas  
Purchasing Manager  
(904) 209-0152 – Direct  
(904) 209-0153 – Fax  
[dcardenas@sjcfl.us](mailto:dcardenas@sjcfl.us)



**CONTINUING CONTRACT**  
for  
**Bid No. 12-66 – Annual Asphalt Maintenance  
Services**

This Contract is made as of the 11 day of October, 2012, by and between the **St. Johns County Florida, 500 San Sebastian View, St. Augustine, FL 32084**, hereinafter referred to as the **COUNTY**, and **Asphalt Paving Systems, Inc.** authorized to do business in the State of Florida, hereinafter referred to as the **CONTRACTOR**, whose address is 500 N. Egg Harbor Road, Hammonton, NJ 08037, Phone (609) 561-4161 and Fax (609) 567-2824.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The Contractor's responsibility under this Contract is to provide **Annual Asphalt Maintenance Services** in accordance with the Contract Documents which include the Bid Documents and Bid Forms, Addenda, Specifications, all Field Orders and Change Orders and other amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a Task Order by Task Order basis.

The Contractor shall provide all labor, materials, and equipment necessary to complete asphalt maintenance services on an as-needed basis (scope).

Services of the CONTRACTOR shall be under the general direction of Tommy Mashburn, Project Coordinator or an authorized St. Johns County designee, who shall act as the County's representative during the performance of this Contract.

**ARTICLE 2 - SCHEDULE**

The COUNTY and the CONTRACTOR shall approve each schedule, which will become a part of each task order. All testing and reports shall coincide with agency requirements.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, as follows: The CONTRACTOR will bill the COUNTY at the amounts set forth in each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for

- payment. Invoices must reference this contract and the task order against which the CONTRACTOR is billing.
- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific task order.
  - D. Contract Task Order. Value of this Contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services noted in this Contract shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

## ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for COUNTY review and approval prior to the execution of this Contract. The Certificates shall provide for the following:
- The COUNTY will be named as additional insured on all the General Liability, Auto Liability and Excess/Umbrella Liability policies.
  - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
  - The COUNTY Bid No. and Project Name will be stated on the certificate.
- C. Insurance Requirements
- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
  - b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
    - a. Premises/operations
    - b. Products/complete operations
    - c. Contractual liability
    - d. Independent contractors
  - c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
    - a. Owned autos
    - b. Hired autos
    - c. Non-owned autos

### Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
  - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.**
  - b. **Shall note Bid No. 12-66 – Annual Asphalt Maintenance Services on the Certificate**
  - c. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 11 - INDEMNIFICATION**

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

#### **ARTICLE 13 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business

association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY ADMINISTRATOR, or designee, agrees to notify the CONTRACTOR of the opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR, of the original notification of conflict of interest. If, in the opinion of the COUNTY ADMINISTRATOR, or designee, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY ADMINISTRATOR, or designee, shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, all written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY,

or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

## **ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

## **ARTICLE 23 – DURATION AND EXTENSION**

This Contract shall be effect for an initial one (1) year period from the day of acceptance by the County, may be renewed for up to a maximum of ~~three (3)~~ one (1) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, continued need for services and the availability of funds. While this Contract may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

## **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - AMENDMENTS AND MODIFICATIONS**

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by

an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order or task order.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes to a task in progress, or a contract change order, if the original contract is to be changed or amended the CONTRACTOR shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

#### **ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents shall include Bid Documents/Specifications dtd 4/23/09 and Addendum #1 and 2, except for modifications issued after execution of this Contract, will be enumerated in each task order.

#### **ARTICLE 29 - FLORIDA LAW AND VENUE**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

#### **ARTICLE 30 - ARBITRATION**

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

#### **ARTICLE 31 - NOTICES**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Purchasing Director**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

#### **ARTICLE 32 - HEADINGS**

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

**ARTICLE 33 – ACCESS TO RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**ARTICLE 34 – NO THIRD PARTY BENEFICIARIES**

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 35 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 36 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

\*\*\*\*\*

**ATTEST:**  
**CHERYL STRICKLAND, CLERK**

BY: Pam Haltem  
Deputy Clerk  
10/11/12  
Date

**ST. JOHNS COUNTY**

BY: [Signature]  
Purchasing Director  
10-11-12  
Date

**WITNESS:**  
[Signature]  
Signature  
MARK ROHEBACH  
Name (Type or Print)

**CONTRACTOR:**  
Asphalt Paving Systems, Inc. (SEAL)  
Company Name  
ROBERT CAPOFERRI  
Name (Type or Print)

**LEGALLY SUFFICIENT:**  
[Signature]  
Deputy County Attorney  
Date: 9/14/12

X [Signature]  
Signature  
PRESIDENT  
Title  
10/8/12  
Date



**EXHIBIT "A"**

**BID NO.: 12-66 ANNUAL ASPHALT MAINTENANCE SERVICES**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with Unit Price Schedule as shown in Exhibit "A-1". All fees shown in the Unit Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Unit Price adjustments (+ or -) will be considered on an annual basis and only at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests for increases shall be based upon the Consumer Price Index (CPI) in effect at the time of renewal. All accepted and approved price adjustments (+ or -) shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

**EXHIBIT "A-1"**

**Unit Price Schedule  
Bid No. 12-66 Annual Asphalt Maintenance Services**

**BID NO. 12-66 COUNTYWIDE ASPHALT MAINTENANCE SERVICE**  
 Official County Bid Proposal Form - REVISED 7/31/12

OFFICIAL COUNTY BID FORM FOR:		ASPHALT PAVING SYSTEMS, INC.				
		(Company Name)				
PRODUCT TYPE	UNIT					
<b>ITEM "A" - MILLING</b>	<b>Sq Yd</b>	<b>0 - 1,000</b>	<b>1,001 - 5,000</b>	<b>5,001 - 25,000</b>	<b>25,001 - 50,000</b>	<b>Over 50,000</b>
1"		\$7.50	\$5.50	\$4.25	\$3.00	\$2.10
2"		\$9.50	\$7.50	\$6.00	\$4.25	\$3.50
3"		\$11.50	\$9.00	\$7.25	\$5.75	\$4.75
4"		\$13.50	\$11.00	\$9.25	\$7.75	\$6.75
5"		\$15.50	\$12.50	\$10.75	\$9.25	\$8.00
6"		\$17.50	\$14.50	\$12.75	\$11.25	\$10.00
<b>ITEM "B" - ASPHALT TYPES</b>	<b>Ton</b>	<b>0-100</b>	<b>101-1,000</b>	<b>1,001 - 5,000</b>	<b>5,001 - 10,000</b>	<b>Over 10,000</b>
S-I (Marshall Mix)		\$190.00	\$145.00	\$105.00	\$90.00	\$85.00
S-III (Marshall Mix)		\$190.00	\$145.00	\$105.00	\$90.00	\$85.00
9.5 S.P.		\$210.00	\$155.00	\$115.00	\$97.50	\$90.00
12.5 S.P.		\$210.00	\$155.00	\$115.00	\$97.50	\$90.00
19.0 S.P.		\$210.00	\$155.00	\$115.00	\$97.50	\$90.00
<b>ITEM "C" - CHIP SEAL</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Single Chip (Number 89 Stone)		\$2.45	\$2.05	\$1.95	\$1.90	
Double Chip (Number 57 & 89 Stone)		\$3.55	\$3.05	\$2.95	\$2.90	
Stress Relief (Number 7 Stone)		\$2.45	\$2.05	\$1.95	\$1.90	
<b>ITEM "D" - MICRO-SURFACING</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Single Micro		\$2.75	\$2.45	\$2.25	\$2.05	
Double Micro		\$4.00	\$3.60	\$3.35	\$3.05	
<b>ITEM "E" - FULL DEPTH RECLAMATION</b>		<b>Per CY</b>				
Excavation for Widening or Unsuitable Materials	<b>Cy Yd</b>	\$20.00				
General Use Optional Base Material	<b>Cy Yd</b>	\$25.00				
		<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Pulverization	<b>Sq Yd</b>	\$6.00	\$4.50	\$4.00	\$3.75	
Cement - Cement Treated Base	<b>Ton</b>	\$115.00	\$115.00	\$115.00	\$115.00	
Asphaltic Cement - Foamed Asphalt Base	<b>Gallon</b>	NO BID	NO BID	NO BID	NO BID	
Asphaltic Emulsion - Emulsion Treated Base	<b>Gallon</b>	\$2.45	\$2.45	\$2.45	\$2.45	
<b>ITEM "F" - COLD-IN-PLACE RECYCLING</b>		<b>Per CY or Ton</b>				
Excavation for Widening or Unsuitable Materials	<b>Cy Yd</b>	\$20.00				
Added Rap or Aggregates	<b>Ton</b>	\$25.00				
		<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Cold-In-Place Recycled Bituminous Paving	<b>Sq Yd</b>	\$7.50	\$5.50	\$5.00	\$4.75	
Asphalt Emulsion	<b>Gallon</b>	\$2.45	\$2.45	\$2.45	\$2.45	
<b>ITEM "G" - CRACK SEALING</b>	<b>Gallon</b>	<b>0 - 500</b>	<b>500 -1,000</b>	<b>1,001 - 5,000</b>	<b>5,001 - 10,000</b>	<b>Over 10,000</b>
Crack Sealant		\$20.00	\$19.00	\$17.50	\$16.00	\$16.00
<b>ITEM "H" - TRAFFIC LOOP REPLACEMENT</b>		<b>Each</b>				
Type B (FDOT Item # 660-2-102)		\$1,500.00				
Type F (FDOT Item # 660-2-106)		\$1,500.00				
Type F (FDOT Item # 660-2-106 modified to 30 Ft)		\$2,000.00				
<b>ITEM "I" - THIN MIX ASPHALT OVERLAY</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Single Lift		NO BID	NO BID	NO BID	NO BID	
<b>SHADED = NOT APPLICABLE (Do not complete)</b>						

**BID NO. 12-66 COUNTYWIDE ASPHALT MAINTENANCE SERVICE  
RENEWAL #1 - PRICE FORMS**

ORIGINAL BID PRICE FORM:	ASPHALT PAVING SYSTEMS, INC.			RENEWAL #1		
	(Company Name)			Effective: 10/11/13 through 10/10/14		
PRODUCT TYPE	UNIT					
<b>ITEM "A" - MILLING</b>	<b>Sq Yd</b>	<b>0 - 1,000</b>	<b>1,001 - 5,000</b>	<b>5,001 - 25,000</b>	<b>25,001 - 50,000</b>	<b>Over 50,000</b>
1"		\$7.50	\$5.50	\$4.25	\$3.00	\$2.10
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19.0 S.P.		\$210.00	\$155.00	\$115.00	\$97.50	\$90.00
<b>ITEM "C" - CHIP SEAL</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
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Double Chip (Number 57 & 89 Stone)		\$3.55	\$3.05	\$2.95	\$2.90	
Stress Relief (Number 7 Stone)		\$2.45	\$2.05	\$1.95	\$1.90	
<b>ITEM "D" - MICRO-SURFACING</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Single Micro		\$2.75	\$2.45	\$2.25	\$2.05	
Double Micro		\$4.00	\$3.60	\$3.35	\$3.05	
<b>ITEM "E" - FULL DEPTH RECLAMATION</b>		<b>Per CY</b>				
Excavation for Widening or Unsuitable Materials	<b>Cy Yd</b>	\$20.00				
General Use Optional Base Material	<b>Cy Yd</b>	\$25.00				
		<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Pulverization	<b>Sq Yd</b>	\$6.00	\$4.50	\$4.00	\$3.75	
Cement - Cement Treated Base	<b>Ton</b>	\$115.00	\$115.00	\$115.00	\$115.00	
Asphaltic Cement - Foamed Asphalt Base	<b>Gallon</b>	NO BID	NO BID	NO BID	NO BID	
Asphaltic Emulsion - Emulsion Treated Base	<b>Gallon</b>	\$2.45	\$2.45	\$2.45	\$2.45	
<b>ITEM "F" - COLD-IN-PLACE RECYCLING</b>		<b>Per CY or Ton</b>				
Excavation for Widening or Unsuitable Materials	<b>Cy Yd</b>	\$20.00				
Added Rap or Aggregates	<b>Ton</b>	\$25.00				
		<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Cold-In-Place Recycled Bituminous Paving	<b>Sq Yd</b>	\$7.50	\$5.50	\$5.00	\$4.75	
Asphalt Emulsion	<b>Gallon</b>	\$2.45	\$2.45	\$2.45	\$2.45	
<b>ITEM "G" - CRACK SEALING</b>	<b>Gallon</b>	<b>0 - 500</b>	<b>500 - 1,000</b>	<b>1,001 - 5,000</b>	<b>5,001 - 10,000</b>	<b>Over 10,000</b>
Crack Sealant		\$20.00	\$19.00	\$17.50	\$16.00	\$16.00
<b>ITEM "H" - TRAFFIC LOOP REPLACEMENT</b>		<b>Each</b>				
Type B (FDOT Item # 660-2-102)		\$1,500.00				
Type F (FDOT Item # 660-2-106)		\$1,500.00				
Type F (FDOT Item # 660-2-106 modified to 30 Ft)		\$2,000.00				
<b>ITEM "I" - THIN MIX ASPHALT OVERLAY</b>	<b>Sq Yd</b>	<b>0 - 25,000</b>	<b>25,001 - 50,000</b>	<b>50,001 - 100,000</b>	<b>Over 100,000</b>	
Single Lift		No Bid	No Bid	No Bid	No Bid	
<b>SHADED = NOT APPLICABLE (Do not complete)</b>						

**EXHIBIT "B"**

**BID NO. 12-66 – ANNUAL ASPHALT MAINTENANCE SERVICES**

**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

***Initial Contract*** – Shall become effective on the date shown on the front page of the Contract Agreement on for a period of one (1) year or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed for up to **Three (3), One (1)** year terms upon satisfactory performance by the Contractor, mutual agreement by both parties, the availability of funds and the continued need of the Owner for services.



## St. Johns County Board of County Commissioners

Purchasing Division

October 11, 2013

Mr. Bob Siffert  
Asphalt Paving Systems, Inc.  
9021 Wire Road  
Zephyrhills, FL 33540

**RE: Bid No.: 12-66 – Annual Asphalt Maintenance Services – Executed Contract Amendment #1  
Renewal #1 Effective 10/11/13 through 10/10/14**

Dear Bob:

Attached please find a fully executed copy of the above referenced Contract Amendment for your records. Please remember that work under this contract shall be authorized by issuance of a Task Order on a project by project basis and may require a Public Construction Bond. Any special instructions applicable to specific task orders will be provided when the task order is issued.

Should you have any questions regarding this agreement please feel free to contact me at (904) 209-0156.

Sincerely,  
*St. Johns County*  
*Purchasing Department*

A handwritten signature in blue ink, appearing to read "Sharon L. Haluska", with a flourish at the end.

Sharon L. Haluska  
Contracts Manager

CC: SJC Minutes & Records  
SJC 12-66 Master Purchasing File (Asphalt Paving Systems, Inc.)



St. Johns County Board of County Commissioners

Purchasing Division

September 23, 2013

Mr. Bob Siffert
Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

RE: St. Johns County Bid No.: 12-66 Annual Asphalt Services
Contract Amendment #1 – Renewal #1 (10/11/13 – 10/10/14)

Contract Amendment #1 is hereby issued to amend the above referenced Continuing Contract Agreement as follows:

- 1. Contract Renewal Option #1 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from 10/11/13 for a period of one (1) year and shall expire midnight Eastern Standard Time (EST) 10/10/14.
3. Original Unit Prices shall remain in effect for the renewal period of this amendment. (See attached Renewal #1 Unit Price List)

All work performed shall be in accordance with all of the terms, conditions and specifications of Bid No. 12-66 and all terms and conditions of the original Continuing Contract Agreement dated 10/11/12 shall remain in full force and effect.

Please sign below to indicate your acceptance of this Contract Amendment on behalf of Asphalt Paving Systems, Inc. This amendment shall become a part of the contract upon execution of all parties.

Signature of County Representative: Doug Timms, Interim Purchasing Director, St. Johns County
Accepted: 10/10/13 Date

X Signature of Asphalt Paving Systems, Inc. Authorized Representative: ROBERT CAPOFERRI, PRESIDENT
Date: 10/2/13
Printed Name & Title





St. Johns County Board of County Commissioners

Purchasing Division

August 26, 2013

Mr. Bob Siffert
Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

RE: St. Johns County Bid No.: 12-66 Annual Asphalt Services – Renewal #1 Request Letter

Dear Bob:

Please be advised that Asphalt Paving Systems, Inc's contract with St. Johns County for the above referenced services is due to expire 10/10/13. Per the terms of the contract, renewals are by mutual agreement of both parties and by this letter the County is asking if Asphalt Paving Systems wishes to renew this contract. PLEASE READ CAREFULLY and reply by completing and submitting the following:

1. Complete and submit one (1) original of this Renewal #1 Request indicating your decision by checking the appropriate line below and having an authorized representative sign and date in the space provided.

[checked] Asphalt Paving Systems, Inc. agrees to renew this contract for one (1) year with NO changes to current unit prices shown on the attached Original Bid Price Form.

[ ] Asphalt Paving Systems, Inc. agrees to renew this contract for one (1) year with price adjustments as shown on the attached Renewal #1 – Price Form.

[ ] Asphalt Paving Systems, Inc. does not wish to renew this contract.

[Signature]
Signature of Asphalt Paving Systems, Inc. Authorized Representative

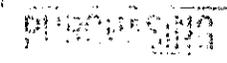
8/28/13
Date

ROBERT CAPOFERRI, PRESIDENT
Printed Name & Title

2. Complete and submit one (1) original Renewal #1 Price Form if requesting price adjustments. Attached please find a workbook that reflects Asphalt Paving Systems current Original Bid Price Form (1st Tab) along with Renewal #1 Price Form (2nd Tab) for your use.

- In accordance with the Master Contract, increases to current pricing are capped by the Consumer Price Index (CPI) at the time of renewal. The maximum allowable increase for this renewal period per the Consumer Price Index (CPI) shall be 2.0 %. Price increases requested in excess of the maximum allowed will automatically be rejected and the contract, if renewed will be at the original bid prices for the renewal period.

- If your firm submitted "No Bid" on any items during the original bid, those items shall remain "No Bid" for the term of this or any future renewals.



3. Submit an updated Certificate of Insurance showing St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084 as certificate holder. Coverages shown must be equal to or greater than those required in the original contract.

#### RENEWAL SUBMITTAL INSTRUCTIONS

All Renewal Request packages **shall be submitted in a sealed envelop** and clearly marked with your **Full Company Name and Address and Bid # 12-66 Renewal #1** and shall contain the following:

1. Fully executed Request Letter Indicating renewal option – 1 original
2. Renewal #1 Price Form (if requesting price adjustments) – 1 original
3. Updated Certificate of Insurance – 1 original

All Renewal Request packages shall be delivered to:  
St. Johns County Purchasing Dept.  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Sharon Haluska

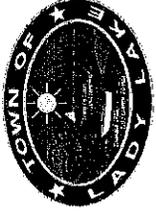
and received no later than **Noon, Friday, September 20, 2013.** Renewal Requests received after the stated deadline will not be accepted and the applicable contract will expire effective the expiration date shown above. All packages received by the Purchasing office will remain sealed until the September 20<sup>th</sup> noon deadline. Upon review and acceptance of the Renewal Request by the County, a formal Contract Amendment will be issued for signature by an authorized representative of your firm that will officially extend the contract at the agreed pricing for a one (1) year period. No assumptions of renewal shall be made by the contractor until receipt of a fully executed copy of the official Contract Amendment. All work released during the renewal period is contingent upon the availability of funding and satisfactory performance by the contractor.

A full summary of renewed contracts will be available upon request after 10/7/13.

Please feel free to call (904) 209-0156 should you have any questions.

Sincerely,  
***St. Johns Board  
Purchasing Dept.***

Sharon L. Haluska  
Contracts Manager  
(904) 209-0156 – Phone  
[shaluska@sicfl.us](mailto:shaluska@sicfl.us)



## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: August 4, 2014

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**SUBJECT:** Ordinance 2014-05 – Second/Final Reading – An Ordinance of the Town of Lady Lake, Florida, Relating to Medical Marijuana; Amending the Land Development Regulations, Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter VI, "Conditional Uses and Special Exceptions"

**DEPARTMENT:** Growth Management

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**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 2014-05, Amending the Land Development Regulations, Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter VI, "Conditional Uses and Special Exceptions"

**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".

A synopsis of House Bill 843/Senate Bill 1030 (pertaining to "Charlotte's Web") 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. In November, further action by the Town Commission may be in order to address legislation that could result from the referendum - should it pass. This may also include enacting a moratorium for up to one year following the referendum.

**Past Actions**

The **Town Commission** reviewed a draft of Ordinance 2014-05 at their regular meeting on June 16, 2014, and reached a consensus to move forward with the Ordinance. The minutes of that meeting are attached for your review.

At the July 14, 2014 Meeting of the **Planning and Zoning Board**, the board made a recommendation to forward Ordinance 2014-05 to the Town Commission with the recommendation of **approval** by a vote of 4-0.

Upon First Reading at the July 21, 2014, meeting of the **Town Commission**, the Commission voted 5-0 to approve Ordinance 2014-05 with the addition of language to clarify that the hours of operation shall be 7 A.M. to 7 P.M. on weekdays under Chapter 6, Section 2, 40), F).

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**FISCAL IMPACT:** \$ 0

Capital Budget  
 Operating  
 Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other

 17-28-14  
DEPARTMENT HEAD Submitted 7/28/14

DATE DEPARTMENT HEAD Submitted 7/28/14

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER  Approved Agenda Item for: 8/4/14 Date 7/28/14

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COMMISSION ACTION:  Approved as Recommended  Disapproved

Tabled Indefinitely  Continued to Date Certain

Approved with Modification

**ORDINANCE NO. 2014 - 05**

**AN ORDINANCE OF THE TOWN OF LADY LAKE, FLORIDA RELATING TO MEDICAL MARIJUANA; 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

**WHEREAS**, 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:

1           **Section 1.    Amendment.**

2  
3           “The Land Development Code of the Town of Lady Lake, Florida” dated August 15, 1994 (the  
4           “Land Development Code”) is hereby amended as provided below:

5  
6           Chapter II, Section 2-2, of the Land Development Regulations entitled “Definitions” is amended as  
7           set forth in Exhibit “A”, attached hereto and incorporated herein.

8  
9           Chapter V, Section 5-4, of the Land Development Regulations entitled “Zoning District Uses” is  
10           amended as set forth in Exhibit “B”, attached hereto and incorporated herein.

11  
12           Chapter VI, Section 6-2, of the Land Development Regulations entitled “Special Exception Uses” is  
13           amended as set forth in Exhibit “C”, attached hereto and incorporated herein.

14  
15           NOTE: Underlined words constitute additions to the original text of the *Land Development*  
16           *Regulations*; strikethroughs constitute deletions to the original text of the *Land Development*  
17           *Regulations*; and asterisks (\*\*\*) indicate omissions from the original text of the *Land Development*  
18           *Regulations* which is intended to remain unchanged.

19  
20           **Section 2.    Severability.**

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

30           **Section 3.    Conflicts.**

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

33           **Section 4.    Codification.**

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

38           **Section 5.    Applicability.**

39  
40           This Ordinance does not have retroactive applicability and does not apply to applications filed prior  
41           to the effective date of this Ordinance.

Section 6. Effective Date.

This ordinance shall become effective upon adoption.

**PASSED AND ORDAINED** this 4<sup>th</sup> day of **August, 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

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**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.

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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

- 1 K) Cannabis Farms  
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5 c) RS-3 "Single-Family Low Density Residential"  
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9 3) Uses expressly prohibited.  
10  
11 A) Single-family attached dwelling units.  
12 B) Multi-family residential dwelling units.  
13 C) Two-family (duplex) dwelling units.  
14 D) Commercial land uses.  
15 E) Industrial land uses.  
16 F) Any use prohibited by Town, state or federal law.  
17 G) Manufactured homes (SDMH and RDMH).  
18 H) Bed and breakfast inns.  
19 I) Medical marijuana dispensaries  
20 J) Non-medical Marijuana sales  
21 K) Cannabis Farms  
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25 d) RS-6 "Single-family Medium Density"  
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27 \*\*\*  
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29 3) Uses expressly prohibited.  
30  
31 A) Single-family attached dwelling units.  
32 B) Two-family (duplex) dwelling units.  
33 C) Multi-family residential dwelling units.  
34 D) Commercial land uses.  
35 E) Industrial land uses.  
36 F) Bed and breakfast inns.  
37 G) Manufactured homes (SDMH and RDMH).  
38 H) Any use prohibited by Town, state or federal law.  
39 I) Medical marijuana dispensaries  
40 J) Non-medical Marijuana sales  
41 K) Cannabis Farms  
42 \*\*\*  
43 e) MX-5 "Mixed Low Density Residential"  
44 \*\*\*  
45 3) Uses expressly prohibited.  
46  
47 A) Commercial land uses.

- 1 B) Industrial land uses.
- 2 C) Any use prohibited by Town, state or federal law.
- 3 D) Multi-family dwelling units.
- 4 E) Manufactured home, standard design (SDMH).
- 5 F) Medical marijuana dispensaries
- 6 G) Non-medical Marijuana sales
- 7 H) Cannabis Farms

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10 *f) MX-8 "Mixed Residential Medium Density"*

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14 *3) Uses expressly prohibited.*

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

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28 *g) MH-9 "Manufactured Homes High Density"*

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32 *3) Uses expressly prohibited.*

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

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

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3 3) *Uses expressly prohibited.*  
4  
5 A) Manufactured home, standard design (SDMH).  
6 B) Commercial land uses, over five thousand (5,000) square feet (GFA).  
7 C) Industrial land uses.  
8 D) Uses prohibited by Town, state or federal law.  
9 E) Medical marijuana dispensaries  
10 F) Non-medical Marijuana sales  
11 G) Cannabis Farms  
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13 \*\*\*  
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15 i) *MF-18 "Multi-Family High Density 18"*  
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17 \*\*\*  
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19 3) *Uses expressly prohibited.*  
20  
21 A) Manufactured home, standard design (SDMH).  
22 B) Commercial land uses, over five thousand (5,000) square feet (GFA).  
23 C) Industrial land uses.  
24 D) Uses prohibited by Town, state or federal law.  
25 E) Medical marijuana dispensaries  
26 F) Non-medical Marijuana sales  
27 G) Cannabis Farms  
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29 \*\*\*  
30  
31 j) *RP "Residential Professional"*  
32  
33 \*\*\*  
34  
35 3) *Uses expressly prohibited.*  
36  
37 A) Manufactured homes (RDMH and SDMH).  
38 B) Wholesalers and distributors.  
39 C) Industrial land uses.  
40 D) Retail sales.  
41 E) Adult entertainment.  
42 F) Commercial recreational facilities.  
43 G) Uses prohibited by Town, state or federal law.  
44 H) Medical marijuana dispensaries  
45 I) Non-medical Marijuana sales  
46 J) Cannabis Farms  
47  
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1  
2 *k) CT "Commercial Tourist"*

3  
4 \*\*\*

5  
6 3) *Uses expressly prohibited.*

- 7  
8 A) Single-family residential.  
9 B) Multi-family residential.  
10 C) Industrial land uses.  
11 D) Wholesalers and distributors.  
12 E) Retail commercial land uses.  
13 F) Any use prohibited by Town, State or Federal law.  
14 G) Campgrounds.  
15 H) Sweepstakes cafes/establishments housing simulated gaming devices  
16 I) Medical marijuana dispensaries  
17 J) Non-medical Marijuana sales  
18 K) Cannabis Farms

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22 *l) LC "Light Commercial"*

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24 \*\*\*

25  
26 3) *Uses expressly prohibited.*

- 27  
28 A) Manufacturing: processing.  
29 B) Adult entertainment.  
30 C) RV parks.  
31 D) Uses prohibited by Town, state and federal law.  
32 E) Agriculture: Processing-Packing and slaughter houses.  
33 F) Sweepstakes cafes/establishments housing simulated gaming devices.  
34 G) Medical marijuana dispensaries  
35 H) Non-medical Marijuana sales  
36 I) Cannabis Farms

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38 \*\*\*

39  
40 *m) HC "Heavy Commercial/Wholesale Commercial"*

41  
42 \*\*\*

43  
44 2) *Uses permitted as a special exception use upon approval.*

- 45  
46 A) Gun and archery ranges.  
47 B) Accessory structures and uses incidental to agricultural activities.  
48 C) Trucking terminals.

- 1 D) Farmers markets.
- 2 E) Motor vehicle repair facilities.
- 3 F) Motor vehicle towing and impoundment facilities.
- 4 G) Games/video arcades.
- 5 H) Boat sales.
- 6 J) Convenience stores with fuel operations.
- 7 J) Equipment rental.
- 8 K) Contractor offices with enclosed storage area.
- 9 L) Mini storage warehouses.
- 10 M) Mobile home sales.
- 11 N) Motor vehicle, RV and boat storage facilities.
- 12 O) Motor vehicle dealer sales.
- 13 P) Tattoo parlors.
- 14 Q) Internet cafés (cybercafé).
- 15 R) Massage parlors.
- 16 S) Religious facilities.
- 17 T) Medical marijuana dispensaries
- 18
- 19 \*\*\*
- 20
- 21 3) *Uses expressly prohibited.*
- 22
- 23 A) Industrial uses.
- 24 B) Adult entertainment.
- 25 C) RV parks.
- 26 D) Flea markets.
- 27 E) Agriculture: Processing-Packing and slaughter houses.
- 28 F) Pawn shops.
- 29 G) Uses prohibited by Town, state and federal law.
- 30 H) Sweepstakes cafes/establishments housing simulated gaming devices.
- 31 I) Non-medical Marijuana sales
- 32 J) Cannabis Farms
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- 34 \*\*\*
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- 36 n) *I "Industrial"*
- 37 \*\*\*
- 38 3) *Uses expressly prohibited.*
- 39
- 40 A) Residential dwelling units except as allowed above.
- 41 B) Adult entertainment.
- 42 C) Uses prohibited by Town, state and federal law.
- 43 D) Used motor vehicle parts yards.
- 44 E) Agriculture: Processing-Packing and slaughter houses.
- 45 F) Medical marijuana dispensaries
- 46 G) Non-medical Marijuana sales
- 47 H) Cannabis Farms
- 48

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3 0) PUD "Planned Unit Development"

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6

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

10 3) Uses expressly prohibited.

11

12 A) Industrial uses except manufacturing fabrication.

13 B) Adult entertainment.

14 C) RV parks.

15 D) Uses prohibited by Town, state and federal law.

16 E) Sweepstakes cafes/establishments housing simulated gaming devices

17 F) Medical Marijuana Dispensaries

18 G) Non-medical Marijuana sales

19 H) Cannabis Farms

20

21 \*\*\*

22

23 q) CP "Planned Commercial"

24

25 \*\*\*

26

27 3) Uses expressly prohibited.

28

29 A) Industrial uses except manufacturing fabrication.

30 B) Adult entertainment.

31 C) RV parks.

32 D) Uses prohibited by Town, state and federal law.

33 E) Sweepstakes cafes/establishments housing simulated gaming devices

34 F) Medical Marijuana Dispensaries

35 G) Non-medical Marijuana Sales

36 H) Cannabis Farms

37

EXHIBIT "C"

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

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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 a.m. and 7 p.m. on weekdays, 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

CRIMINAL JUSTICE

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.pffF5PLI.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>

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An act relating to cannabis; providing a short title;  
creating s. 381.986, F.S.; defining terms; authorizing  
specified physicians to order low-THC cannabis for use  
by specified patients; providing conditions;  
prohibiting specified acts by physicians or persons  
seeking low-THC cannabis; providing criminal  
penalties; requiring physician education; providing  
duties of the Department of Health; requiring the  
department to create a compassionate use registry;  
providing requirements for the registry; requiring the  
department to authorize a specified number of  
dispensing organizations; authorizing rulemaking;  
providing requirements and duties for a dispensing  
organization; providing exceptions to specified laws;  
creating s. 385.211, F.S.; defining the term "low-THC  
cannabis"; authorizing certain medical centers to  
conduct research on cannabidiol and low-THC cannabis;  
authorizing state or privately obtained research funds  
to be used to support such research; creating s.  
385.212, F.S.; requiring the department to establish  
an Office of Compassionate Use; authorizing the office  
to engage in specified activities; authorizing  
rulemaking; amending s. 893.02, F.S.; revising the  
term "cannabis" as used in the Florida Comprehensive  
Drug Abuse Prevention and Control Act and as  
applicable to certain criminal offenses proscribing  
the sale, manufacture, delivery, possession,  
dispensing, distribution, or purchase of cannabis, to

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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

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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

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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

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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

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

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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.

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

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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

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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

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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

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

ENROLLED

2014 Legislature

CS for CS for SB 1030, 1st Engrossed

349

of research funding.

350

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

20141030er



## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: July 21, 2014

---

**SUBJECT:** Ordinance 2014-05 – First Reading – An Ordinance of the Town of Lady Lake, Florida, Relating to Medical Marijuana; Amending the Land Development Regulations, Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter VI, "Conditional Uses and Special Exceptions"

**DEPARTMENT:** Growth Management

---

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 2014-05, Amending the Land Development Regulations, Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter VI, "Conditional Uses and Special Exceptions"

---

**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".

A synopsis of House Bill 843/Senate Bill 1030 (pertaining to "Charlotte's Web") 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. In November, further action by the Town Commission may be in order to address legislation that could result from the referendum - should it pass. This may also include enacting a moratorium for up to one year following the referendum.

Past Actions

The Town Commission reviewed a draft of Ordinance 2014-05 at their regular meeting on June 16, 2014, and reached a consensus to move forward with the Ordinance. The minutes of that meeting are attached for your review.

At the July 14, 2014 Meeting of the **Planning and Zoning Board**, the board made a recommendation to forward Ordinance 2014-05 to the Town Commission with the recommendation of **approval** by a vote of 4-0.

FISCAL IMPACT: \$ 0

- Capital Budget
- Operating
- Other

ATTACHMENTS:  Ordinance  Resolution  Budget Resolution

Other

*(Signature)*  
7-15-14

DEPARTMENT HEAD *(Signature)* Submitted 7/15/14 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER *(Signature)* Approved Agenda Item for: 7/21/14 Date

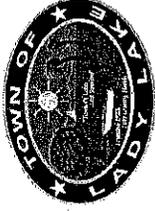
COMMISSION ACTION:  Approved as Recommended  Disapproved

Tabled Indefinitely  Continued to Date Certain

Approved with Modification

*HAN/HOL 5-0  
-CONNECTION TO Pt. 12*

*CC: TRAD - G.M. ✓*



## PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: July 14, 2014

**SUBJECT:** Ordinance 2014-05 – an 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

**STAFF RECOMMENDATIONS:**

1. Motion to forward Ordinance 2014-05 to the Town Commission with the Recommendation of Approval.
  2. Motion to forward Ordinance 2014-05 to the Town Commission with the Recommendation of Denial.
- Staff is in support of Motion Number 1.

**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".

The **Town Commission** reviewed a draft of Ordinance 2014-05 at their regular meeting on June 16, 2014, and reached a consensus to move forward with the Ordinance. The minutes of that meeting are attached for your review.

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

Other

DB  
7-7-14

**DEPARTMENT HEAD**  Submitted 7/2/14 Date

**FINANCE DEPARTMENT** Approved as to Budget Requirements Date

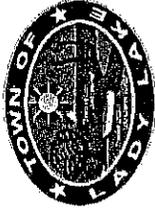
**TOWN ATTORNEY** Approved as to Form and Legality Date

**TOWN MANAGER**  Approved Agenda Item for: 7/14/14 Date 7/9/14

**COMMISSION ACTION:**  Approved as Recommended  Disapproved

Tabled Indefinitely  Continued to Date Certain

Approved with Modification



## 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

Other - Consideration and Discussion of Draft Form

DEPARTMENT HEAD *[Signature]* Submitted Date *6/9/14*  
 FINANCE DEPARTMENT Approved as to Budget Requirements Date  
 TOWN ATTORNEY Approved as to Form and Legality Date  
 TOWN MANAGER *[Signature]* 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

-CONSENSUS TO MOVE FORWARD

CC: THAD - U.M. ✓  
KRIS - T.M.

1 Commissioner Vincent informed the audience that the State's initial response to the Town's  
2 inquiry was that the information was confidential.

3  
4 *Upon a motion by Commissioner Richards and a second by Commissioner Holden, the*  
5 *Commission approved setting the tentative millage rate for FY 2014-2015 at 3.8781; and that*  
6 *the date, time and place of the tentative millage and budget be set for Wednesday, September*  
7 *3, 2014 at 6 p.m. in the Commission Chambers; and that the second public hearing for*  
8 *adopting the final millage rate and budget be set for Wednesday, September 17, 2014 at 6 p.m.*  
9 *in the Commission Chambers, by the following roll call vote:*

10 _____	
11 <u>HOLDEN</u>	<u>YES</u>
12 <u>VINCENT</u>	<u>YES</u>
13 <u>HANNAN</u>	<u>NO</u>
14 <u>RICHARDS</u>	<u>YES</u>
15 <u>KUSSARD</u>	<u>YES</u>
16 _____	

17 After the vote, Mayor Kussard read the following statement:

18  
19 *The prior year's millage rate is 3.2808 mills. The current proposed millage rate is 3.8781. The*  
20 *computed rolled back rate is 3.1345 mills. The date, time, and meeting place of the tentative*  
21 *budget hearing will be Wednesday, September 3, 2014 at 6 p.m. in the Lady Lake Commission*  
22 *Chambers.*

23  
24 7. Consideration of Submitting an Application to the Universal Microchip Scanner  
25 Donation Program and Accept if Awarded (Chris McKinstry)  
26

27 Police Chief Chris McKinstry gave the background summary for this agenda item (on file in the  
28 Clerk's Office). He stated that staff is requesting approval to apply for and accept if awarded the  
29 Universal Microchip Scanner Donation Program for the purposes of obtaining a microchip reader  
30 for the Town's Animal Control Officer. Chief McKinstry stated that the Town does not  
31 currently have a microchip reader for scanning any found animals that do not have identifying  
32 information on a collar. He stated that unless a local merchant or veterinarian is available with a  
33 microchip scanner, all unidentified found animals must be transported to the Lake County  
34 Animal Shelter for possible identification, which is 21 miles from the Town of Lady Lake. Chief  
35 McKinstry stated that if the Animal Control Officer had a microchip reader available, the found  
36 animal could possibly be identified and released to the owner more expeditiously and without  
37 exposure to other animals with potential disease.

38  
39 *Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the*  
40 *Commission approved the Consideration of Submitting an Application to the Universal*  
41 *Microchip Scanner Donation Program and Accept if Awarded, by a vote of 5 to 0.*

42  
43 **J. TOWN ATTORNEY'S REPORT:**

44  
45 **8. Ordinance No. 2014-05 – First Reading – An Ordinance of the Town of Lady Lake,**  
46 **Florida Relating to Medical Marijuana: Amending the Land Development Regulations,**  
47 **Chapter II, "Definitions and Interpretations"; Amending Chapter V, "Zoning District**  
48 **Regulations"; Amending Chapter VI, "Conditional Uses And Special Exceptions" (Thad**  
49 **Carroll)**

1 Attorney Todd Mazenko, standing in for Town Attorney Derek Schroth, read the ordinance by  
2 title only.

3  
4 Growth Management Director Thad Carroll gave the background summary for this agenda item  
5 (on file in the Clerk's office). He stated that the draft ordinance was included in the packet for  
6 consideration by the Town Commission pertaining to the regulation and prohibition of Medical  
7 Marijuana Dispensaries, Non-Medical Marijuana Sales, and Cannabis Farms in the Town of  
8 Lady Lake. Mr. Carroll stated the draft ordinance provides for the following:

- 9
- 10 • Defines the terms necessary for regulation; these amendments will be reflected in Chapter
  - 11 2 of the Land Development Regulations, "Definitions and Interpretations", attached as
  - 12 Exhibit A in the packet.
  - 13
  - 14 • Contains language that prohibits the production of medical marijuana within all zoning
  - 15 districts of the Town; these amendments will be reflected in Chapter 5 of the Land
  - 16 Development Regulations, "Zoning District Regulations", attached as Exhibit B.
  - 17
  - 18 • Provides for the dispensing of Medical Marijuana in the Heavy Commercial (HC) zoning
  - 19 district as a Special Exception Use (SEU).
  - 20
  - 21 • Exhibit C defines the criteria which must be satisfied to qualify as an appropriate location
  - 22 to establish a medical marijuana dispensary in the Heavy Commercial zoning district as a
  - 23 Special Exception Use (SEU); this language will be reflected in Chapter 6 of the Land
  - 24 Development Regulations, "Conditional Uses and Special Exceptions".
  - 25

26 Mr. Carroll noted that Exhibit C also defines the hours of operations to be from 7 a.m. to 7 p.m.  
27 during the week and from 7 a.m. to 2 p.m. on Saturdays, and prohibits operations on Sunday.

28  
29 Mr. Carroll stated that a synopsis of House Bill 843/Senate Bill 1030 (pertaining to "Charlotte's  
30 Web") has also been provided, as well as a copy of the enrolled bill SB 1030. The Town's  
31 regulations would be ancillary to the measures provided in the bill. In November, further action  
32 by the Town Commission may be in order to address legislation that could result from the  
33 referendum - should it pass. This may also include enacting a moratorium for up to one year  
34 following the referendum.

35  
36 Mr. Carroll stated that the Town Commission reviewed a draft of Ordinance No. 2014-05 at their  
37 regular meeting on June 16, 2014, and reached a consensus to move forward with the ordinance.  
38 The minutes of that meeting were included in the packet for the Commission's review. He stated  
39 that at the July 14, 2014 meeting of the Planning and Zoning Board, the board made a  
40 recommendation to forward Ordinance No. 2014-05 to the Town Commission with the  
41 recommendation of approval by a vote of 4-0.

42  
43 Mr. Carroll asked if there were any questions.

44  
45 Commissioner Hannan pointed out that weekdays are not specified on page 12, under Exhibit C,  
46 section F, and it needs to be added. He also stated that 1,500 ft. from a school or religious  
47 facility does not seem very far; he asked if the Commission could increase the distance.

1 Ms. Kollgaard replied that staff's concern was that there was no place available in Lady Lake  
2 that would qualify if the allowable distance for a dispensary was increased. She stated staff  
3 originally had it at a 2,500 ft. distance, but had to decrease it.  
4

5 Commissioner Holden commented that if Lady Lake prohibited it altogether, it could spark a  
6 lawsuit.  
7

8 Mayor Kussard stated she is totally against this and what is happening in the country regarding  
9 medical and non-medical marijuana. She stated there is a huge difference between the  
10 Charlotte's Web bill that Governor Scott just signed and the referendum that residents will vote  
11 on in November at the ballot box. Mayor Kussard encouraged everyone to get out and vote.  
12

13 - Judy Glasel of 1121 Ricardo stated that many of her family members live in  
14 Washington State and one family member uses medical marijuana to be able to live a  
15 more normal life. She gave the example of the little girl in the news that was having  
16 about 40 seizures a day, but now that she is taking medical marijuana, she is free from  
17 seizures. Ms. Glasel said there is a difference between medical marijuana and other  
18 uses of marijuana.  
19

20 *Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the*  
21 *Commission approved Ordinance No. 2014-05 –First Reading – Relating to Medical*  
22 *Marijuana; Amending the Land Development Regulations, Chapter II, "Definitions and*  
23 *Interpretations"; Amending Chapter V, "Zoning District Regulations"; Amending Chapter*  
24 *VI, "Conditional Uses And Special Exceptions", with the correction as noted to page 12, line*  
25 *33, by the following roll call vote:*  
26

<i>HOLDEN</i>	<i>YES</i>
<i>VINCENT</i>	<i>YES</i>
<i>HANNAN</i>	<i>YES</i>
<i>RICHARDS</i>	<i>YES</i>
<i>KUSSARD</i>	<i>YES</i>

34 **K. TOWN MANAGER'S REPORT:**  
35

36 **9. Consideration of Reappointments to the Parks, Recreation and Tree Advisory**  
37 **Committee (Kris Kollgaard)**  
38

39 Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the  
40 Clerk's Office). She stated that the Town Commission approved the second/final reading of  
41 Ordinance No. 2014-04 at the July 7, 2014 meeting which resulted in a merger of the Parks &  
42 Recreation Advisory Board and the Tree & Beautification Advisory Committee into one board—  
43 the Parks, Recreation and Tree Advisory Committee. Reappointments have been on hold until  
44 this merge occurred.  
45

46 Ms. Kollgaard stated that there are currently two members whose terms expired as of February  
47 2014 and one member whose term expires this month, and that Mr. Thomas Schmelzer and Ms.  
48 Betty Cartelmo wish to be reappointed. She stated that staff was unable to reach Mr. Edelson  
49 and his application will be pulled and brought back once staff confirms he wishes to be  
50 reappointed. Ms. Kollgaard stated there are no new applications currently on file for  
51 consideration for this board, and members of this board will be reduced to five by attrition.

**H. ~~OLD BUSINESS:~~**

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

~~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 noted that the cost for this project has been included in the FY 2014 budget.~~

~~*Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the Request for Replacement of HVAC Systems for the Town Hall Server and UPS Rooms, by a vote of 5 to 0.*~~

**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)~~**

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's Office). He stated that a draft ordinance was included in the packet 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. Mr. Carroll stated the 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".

Mr. Carroll stated that Exhibit C of this ordinance defines all of the criteria that would have to be met under the special exception use.

Mr. Carroll commented that 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. He turned the discussion over to the Town Attorney for any questions.

Commissioner Hannan stated he assumed this is a working document and not the final draft.

Town Attorney Derek Schroth replied affirmatively and stated he had suggested to the Town Manager that the Town have a moratorium if the referendum passes. He stated there are two issues: Bill 1030 allows for the "Charlotte's Web" version of marijuana, which is a low THC type only used for medical purposes. He stated the background information on this was included in the packet and that it is different from what is happening in November. Mr. Schroth stated that the amendment to the constitution is a referendum to allow medical marijuana without any restrictions in the language that is provided. He stated the Town Manager passed this out to the Commissioners prior to the start of the meeting.

Mr. Schroth stated that he thinks this draft ordinance is fine to address the legislation, and that no nursery would comply with the current regulations, and as such, is no threat to the Town. He stated he would suggest the Town enact a moratorium for up to a year if the referendum passes to prohibit any type of marijuana under the referendum; not the "Charlotte's Web" under Bill 1030. He stated this would give the Town time to enact the proper regulations to deal with it after November.

Commissioner Richards asked if the House and Senate would still have to pass legislation to establish all the parameters and have them signed by the Governor before it became law if the amendment passes.

Mr. Schroth replied that the legislature would intervene to enact legislation to the extent that they can be consistent with the amendment.

Commissioner Hannan asked if the Governor would be able to overrule the amendment if he chose to.

Mr. Schroth replied that the Governor would have veto power, but if it was a mandate from the people, that would go through the courts. He stated he does not envision a scenario of the Governor using his veto power, because any constitutional amendment needs to have consistent legislation. Mr. Schroth stated he believed it will go through the courts, and that the best thing for the Town would be to have a moratorium to see how it hashes out with the legislature and how other cities will be challenged on what they enact.

Commissioner Vincent stated he agrees with Mr. Schroth and that he would not like the Town to be a spearhead for this legislation and that it is better to be prepared with this draft ordinance.

Town Manager Kris Kollgaard reminded the Commissioners that there are two issues: the Charlotte's Web bill that has passed both the House and the Senate, waiting on the Governor, and the amendment coming up.

Mayor Kussard stated that it appears there is a vast difference between the bills that have passed the House and Senate and what is going to be on the ballot. She stated the ballot summary seems to be very open and without regulations. She stated she is concerned that it has been written very broadly; stopping short of ensuring strong regulatory oversight.

Ms. Kollgaard asked if the Commission would like staff to move forward with this ordinance.

*It was the consensus of the Commission to move forward with this ordinance.*

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

Town Manager Kris Kollgaard gave the background summary for this agenda item (on file in the Town Clerk's office). She stated her current employment contract for the Town Manager position expires June 21, 2014. She stated if it is the pleasure of the Commission to renew this contract, she would be agreeable to renewing the contract under the existing terms for another two years. 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.

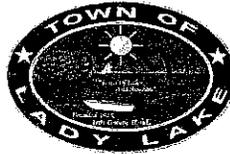
Ms. Kollgaard stated that she would like to move forward with the employment contract and annual evaluation, but put the merit performance adjustment on hold at this time as staff is still working on the budget. She stated that the Town has had a loss in revenue, and the budget may not allow for increases this year, and that she normally receives the same increase as the general employees.

Commissioner Hannan stated that he can only rate the Town Manager as exceeding expectations under the financial category, regarding the budget. He suggested that the Town's department heads should be able to evaluate the Town Manager because the Commission is not privy to the interactions between them. He commented that they found out about on-going problems with the previous Town Manager back in 2009, and he was eventually let go.

Ms. Kollgaard stated that she has opened up communication between the department heads and the Commissioners, and that they feel free to contact department heads if they have questions. She stated it would probably put the department heads in an uncomfortable position to be evaluating their supervisor.

Commissioner Hannan stated it could be done anonymously, and that although he sees no problem with his interaction with the Town Manager, he does not know how she interacts with staff.

Mayor Kussard stated that she has never heard of a company or government office that has employees rate their boss, and she does not think it is a good situation. She stated the Commission should not get involved with the Town Manager's management of staff as this is



## TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: August 4, 2014

---

**SUBJECT:** Ordinance No. 2014-06 – First Reading - An Ordinance of the Town Commission of the Town of Lady Lake, Florida, Amending Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of The Code Of Ordinances of The Town of Lady Lake, By Amending Section 8-196, Definitions; Amending Section 8-200, Responsibility For False Alarm; Amending Section 8-202, Appeal of False Alarm Fee.

**DEPARTMENT:** Growth Management – Code Enforcement/ Police Department

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### STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2014-06, Amending Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of The Code of Ordinances of The Town of Lady Lake.

---

### SUMMARY:

The attached ordinance, Ordinance 2014-06, amends Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response. Changes to the False Alarm procedures are as follows:

#### Amending Section 8-196, Definitions:

The following text has been added under the definition of *False Alarm* to provide an exemption for the owner/lessee for accidental events, "Alarms which are triggered through events which are not a result of the actions of the owner/lessee, (such as lightning, electrical power line work or phone work) shall be exempt from this definition."

#### Amending Section 8-200, Responsibility for False Alarm:

Under this section, language has been repealed within Sec.8-200 (a) that requires a tenant or owner to travel to the property to deactivate the alarm system. Technology provides the ability in some cases to deactivate the alarm systems remotely, not requiring the individual to travel to the site to disable. However, deactivation must still occur within thirty (30) minutes of being notified.

Sec.8-200 (b) has been struck in its entirety, as a requirement for the owner to conduct an investigation and report the findings to the Town would be a redundant measure which duplicates the reporting actions of the Police Department in such cases.

Amending Section 8-202, Appeal of False Alarm Fee:

Amendments to this section include the provision for the appeal of a false alarm citation by the lessee or the owner. In addition the following language has been added, "If no appeal to the fee, or payment of the fee, has been received within thirty (30) days, a certified letter shall be delivered to the property owner with the statement of violation of the false alarm ordinance. A hearing before the Special Magistrate shall be scheduled at that time and the scheduled hearing date, time, and location shall be specified within the letter. The owner may appear before the Special Magistrate on that date to appeal the violation, or pay the fee prior to the meeting date to avoid the administrative charges should they be found in violation by the Special Magistrate."

These changes provide a period of thirty (30) days for the appeal process or to make payment. Certified mail will only be sent in instances where payment or appeal has not been received. A majority of violators do comply upon initial notification by the police department, not requiring certified mail to be sent or the involvement of Code Enforcement. In cases where the thirty (30) days have elapsed, the case will then be turned over to the Code Enforcement Division and remain under their jurisdiction until payment is collected, or until at which time the case has been heard and dismissed by the Special Magistrate.

Past Actions:

No prior boards or committees are required to review this ordinance prior to presentation to the Town Commission.

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FISCAL IMPACT: N/A

Capital Budget  
 Operating  
 Other

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ATTACHMENTS:  Ordinance  Resolution  Budget Resolution

Other

Support Documents – Flowchart attached.

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DEPARTMENT HEAD

Submitted 7/24/14

Date

HR

Approved as to Form

Date

FINANCE DEPARTMENT

Approved as to Budget Requirements

Date

TOWN MANAGER

Approved Agenda Item for: 8/4/14

Date

7/28/14

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COMMISSION ACTION:

**Approved as Recommended**     **Disapproved**     **Tabled  
Indefinitely**

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

ORDINANCE NO. 2014-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA, AMENDING CHAPTER 8, LICENSES AND BUSINESS REGULATIONS, ARTICLE IX, ALARM RESPONSE, OF THE CODE OF ORDINANCES OF THE TOWN OF LADY LAKE, BY AMENDING SECTION 8-196, DEFINITIONS; AMENDING SECTION 8-200, RESPONSIBILITY FOR FALSE ALARM; AMENDING SECTION 8-202, APPEAL OF FALSE ALARM FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1:** That Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending Section 8-196, Definitions, to amend the definition of "False Alarm", to read as follows:

**Sec. 8-196. Definitions.**

\* \* \* \* \*

*False alarm* means the activation of a burglar alarm or fire alarm system or device either by the owner, lessee or employee of the premises where the alarm is located, or burglar alarm or fire alarm device malfunction, where such alarm results in a response by the police department and where an emergency situation does not exist. Alarms which are triggered through events which are not a result of the actions of the owner/lessee, (such as lightning, electrical power line work or phone work) shall be exempt from this definition.

\* \* \* \* \*

**SECTION 2:** That Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending Section 8-200, Responsibility for False Alarm, to read as follows:

**Sec. 8-200. Responsibility for false alarm.**

(a) The owner of the premises in which an alarm system is installed shall be responsible for any false alarm emanating from the premises. A response to a false alarm shall result when any police officer shall be dispatched to or travels to premises where a false alarm has been activated. After a response to a false alarm, the chief of police or his designee shall notify any person identified in the notice required pursuant to Section 8-197 of the activation of the alarm system, and such person shall ~~thereupon travel to the premises to~~ deactivate the alarm system. If the person notified fails ~~to appear at the premises~~ to deactivate the alarm system within thirty (30) minutes after being notified to do so, the town shall charge the owner of the premises a fee of fifty dollars (\$50.00).

~~(b) The owner of the premises where the false alarm was activated shall investigate the cause of the false alarm and report the findings of the investigation within ten (10) calendar days of the false~~

~~alarm on forms provided by the town. The report shall set forth the cause of the false alarm; the corrective action taken; and the name, address, and telephone number of any person who inspected or repaired the alarm system following the false alarm, as well as such other information as the town may deem reasonably necessary to determine the cause of the false alarm, and the corrective action taken or required to be taken in order to correct the cause of the false alarm.~~

**SECTION 3:** That Chapter 8, Licenses and Business Regulations, Article IX, Alarm Response, of the Code of Ordinances of the Town of Lady Lake, is hereby amended by amending Section 8-202, Appeal of the False Alarm Fee, to read as follows:

**Sec. 8-202. Appeal of false alarm fee.**

The fee assessed in section 8-201 may be appealed by the lessee or owner to the code enforcement magistrate. The appeal must be in writing and received within thirty (30) days of the date of the fee assessment. If no appeal to the fee, or payment of the fee, has been received within thirty (30) days, a certified letter shall be delivered to the property owner with the statement of violation of the false alarm ordinance. A hearing before the Special Magistrate shall be scheduled at that time and the scheduled hearing date, time, and location shall be specified within the letter. The owner may appear before the Special Magistrate on that date to appeal the violation, or pay the fee prior to the meeting date to avoid the administrative charges should they be found in violation by the Special Magistrate. The Special Magistrate shall waive any assessed fee which the magistrate concludes was improperly assessed pursuant to this article. The party making the appeal shall have the burden of proving that the fee was improperly assessed.

**SECTION 4: Incorporation into the Code.** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the Town of Lady Lake.

**SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions.** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 6: Severability.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 7: Effective Date.** That this Ordinance shall become effective upon its adoption.

**PASSED AND ORDAINED** on this 18<sup>th</sup> day of August, 2014, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

**TOWN OF LADY LAKE, FLORIDA**

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Ruth Kussard, Mayor

ATTEST:

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Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

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Derek Schroth, Town Attorney

