



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, JUNE 06, 2013 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes:**
- 6. Special Presentations**
 - A. City Employee of the First Quarter - Lindsay Malsam**
 - B. Star of Life Medal - Firefighters/Paramedics Danielle Scott & Steve O'Brien and Firefighter Jason Roberts**
 - C. Distinguished Service Medal - Firefighter/Paramedic Jason Brandt**
- 7. Unfinished Business**

8. New Business

- A. Request for Site Plan Review for The Station House south of Wilbur Avenue, north of E. Crystal Lake Avenue and west of Old Lake Mary Road at 225 Wilbur Avenue (Public Hearing) (Steve Noto, Planner)**
- B. Request from the Hills of Lake Mary for a Neighborhood Beautification Grant (Steve Noto, Planner)**
- C. Ordinance No. 1488 - Amending Section 154.21 of the Code of Ordinances related to mobile food vendors - First Reading (Public Hearing) (Gary Schindler, City Planner)**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. 2013 Road Reclamation and Paving Program**
- b. Trailhead Park Concession Agreement - contract amendment**
- c. Request for authorization to proceed with design services and construction documents for three traffic circles**
- d. Request for expenditure from Law Enforcement Trust Fund for donation**
- e. Appointment/Reappointment to Advisory Boards**

B. Items for Information

12. Mayor and Commissioners Report

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

Per the direction of the City Commission on December 7, 1989, this meeting will not extend beyond 11:00 P. M. unless there is unanimous consent of the Commission to extend the meeting.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY ADA COORDINATOR AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (407) 585-1424.

If a person decides to appeal any decision made by this Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Per State Statute 286.0105.

NOTE: If the Commission is holding a meeting/work session prior to the regular meeting, they will adjourn immediately following the meeting/work session to have dinner in the Conference Room. The regular meeting will begin at 7:00 P. M. or as soon thereafter as possible.



MEMORANDUM

DATE: June 6, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Craig E. Haun, Fire Chief

SUBJECT: Star of Life Medal - Firefighters/Paramedics Danielle Scott & Steve O'Brien and Firefighter Jason Roberts

Background

The "Star of Life" medal is awarded to employees of the Lake Mary Fire Department for successfully reviving a patient in cardiac arrest that ultimately results in the patient being able to sustain his/her own life functions with a disposition of discharge from the hospital, successfully deliver a child outside the E.R. setting, or removing a person from an Immediately Dangerous to Life and Health, (IDLH) environment who survives the event.

On November 30, 2012, Rescue 37 and Engine 33 were dispatched to a cardiac arrest. Patient was in an outpatient surgical center at the time of the incident. On scene medical staff provided CPR until our arrival with no change in the patient's condition. Our team took over patient care and transported patient to the hospital. Two of the engine personnel were required to go with the Rescue, one to drive and the other to assist with patient care. Our team used various intervention methods, including continued CPR and drug combinations which resulted in the patient beginning to breathe on their own, color returning to the skin and a faint pulse returning while enroute to the hospital. Patient was transferred to the E.R. staff. Follow-up with hospital staff indicated that the patient was transferred to rehab and was expected to make a full recovery with no residual effects.

Firefighter/Paramedics Danielle Scott and Steve O'Brien, and Firefighter Jason Roberts were all instrumental in providing care to this patient in the back of the Rescue while being transported to the E.R. For this accomplishment they are being awarded the "Star of Life" medal.

Requested action

Presentation of the "Star of Life" to Firefighter/Paramedic Danielle Scott, Firefighter/Paramedic Steve O'Brien and Firefighter Jason Roberts.



MEMORANDUM

DATE: June 6, 2013
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Craig E. Haun, Fire Chief
SUBJECT: Distinguished Service Medal - Firefighter/Paramedic Jason Brandt

Background

The “Distinguished Service Medal” is awarded to employees of the Lake Mary Fire Department for heroic or meritorious achievement or service on behalf of the community; including but not limited to the City of Lake Mary.

The American Lung Association sponsors an annual event “Fight for Air Climb” at the Bank of America building in Orlando. Firefighters must climb 26 floors wearing full bunker gear and air pack.

Jason Brandt distinguished himself and the City of Lake Mary Fire Department by coming in first in the Firefighter class of the climb for the second straight year. It is a testament to Jason’s fortitude and physical ability that he was able to achieve such a feat. His personal achievement has brought great pride and respect to the Lake Mary Fire Department and the City. For this accomplishment Jason is being awarded the “Distinguished Service Medal”.

Requested action

Presentation of the “Distinguished Service Medal” to Firefighter/Paramedic Jason Brandt.



MEMORANDUM

DATE: June 6, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Request for Site Plan Review for The Station House south of Wilbur Avenue, north of E. Crystal Lake Avenue and west of Old Lake Mary Road at 225 Wilbur Avenue (Public Hearing) (Steve Noto, Planner)

REFERENCE: City Comprehensive Plan, Code of Ordinances, and Station House PUD Agreement.

LOCATION: The 3.2 +/- acre subject property is generally located south of Wilbur Ave., west of Old Lake Mary Rd., and north of E. Crystal Lake Ave. The project boundaries extend to a portion of the North 1st Street right-of-way (ROW) and an alleyway west of said North 1st Street ROW.



BACKGROUND AND ECONOMICS: Over the last several years, the City has been actively setting the “regulatory table” in preparation for downtown redevelopment and SunRail. This has encompassed a revamped Downtown Master Plan, the creation of the Transfer of Development Rights/Density Bonus (TDR) program, Transit Oriented Development (TOD) overlay district, and planned capital improvements. The City has also been strategically purchasing property Downtown that could play a key role in the long term development of the area.

This project request is a culmination of all of those efforts. The development has a construction value of approximately \$28 million dollars. This will result in a much healthier taxable valuation for all of the properties compared to what is there today and serve as a catalyst for additional redevelopment.

If approved, it is likely that this project will be one of the first TOD projects to be approved and constructed along the entire SunRail line. It will also help the City achieve its goals of promoting downtown redevelopment, creating a more walkable community, and getting bodies downtown.

The City Commission approved the rezoning of the subject property to Planned Unit Development (PUD) on March 7, 2013, as well as a vacate for a portion of First Street and ancillary long-term leases. City staff has since been working closely with the applicant via the Development Review Committee process with regards to the site plan request, as well as the City improvement projects in the SunRail core area.

Zoning:

NW R1A/C1/ PO	N R1A/C1/ PO	NE R1A/PO
W R1A/C1	SITE PUD	E DC
SW DC	S DC	SE DC

Future Land Use:

NW DDD	N COM/D DD/LDR	NE COM/D DD/LDR
W DDD	SITE DDD	E DDD
SW DDD	S DDD	SE DDD

SITE PLAN: The project will consist of the following:

- 200 unit multi-family building
- Parking garage with 314 spaces (67 of which are dedicated for use by the general public)
- 43 on-site surface parking spaces
- 70 public, on street parking spaces
- 10 additional on street parking spaces for exclusive use by the property owner/users of the project (located in front of the amenities building)
- Amenities Building
- Pool and outdoor amenities
- Dog park
- Trash Compactor

Amenity and Apartment Buildings – The amenities building is two-stories tall; 38’ 2” to the top of the chimney, 26’ 8” to the top of the load bearing wall. It will house the mailboxes, fitness room, aerobics room, outdoor kitchen, fireplace, and covered deck. It is adjacent to the pool and other outdoor amenities.

The main apartment building is four stories tall; 44’ +/- to the top of the load bearing wall. The height to the roof peak is 60’ +/- . The height of the architectural feature at the corner of E. Crystal Lake Ave. and Old Lake Mary Rd. is 76’ to the top of the spire.

The height of all other corner architectural features is 58'+/-. The façades of the building will be broken up by assorted architectural elements such as varying depths, columns, roof overhangs, and landscaping.

Minimum unit sizes are as follows:

- One Bedroom: 640 SF
- Two Bedroom: 940 SF
- Three Bedroom: 1,200 SF

Currently, there are 112 one bedroom units, 76 two bedroom units, and 12 three bedroom units planned.

Landscaping – That said, the building perimeter will be buffered with a mixture of palm trees, viburnum hedges, bamboo, and assorted groundcover. The two internal courtyards will have a mix of palm trees, crape myrtles and assorted groundcover. Staff feels that the mixture of plantings will help achieve a synergy of decorative functionality that is needed for this type of project. The proposed landscaping is consistent with the approved PUD Agreement.

At the northeast corner of the property, a dog park will be provided for the residents. It will be bordered by a brick wall with aluminum fencing.

Lighting – All lighting conforms with all relevant code requirements, and as outlined in the PUD. All building mounted lightning will be downward directed. The applicant has taken into consideration the neighboring residential properties, and is planning appropriate shielding and distancing to ensure the least amount of light spillover possible.

Parking – There will be a total of 437 parking spaces provided by the project. 314 of the spaces will be in the parking garage, 67 of which will be below the resident only gate. Therefore, the general public will have the ability to utilize those spaces. Forty-three parking spaces will be provided on-site for residents only.

There will be 80 on-street spaces provided within the E. Crystal Lake Ave., Old Lake Mary Rd., and E. Wilbur Ave. right-of-ways. However, only 10 of those spaces will be exclusively for the project. All that being said, 300 of the 437 spaces are exclusively for the project (1.5 spaces per unit).

Parking Garage – The 52' tall, 3.5 level parking garage has a grand total of 314 spaces. The PUD agreement proposes that up to 10 of the spaces can be motorcycle and up to 100 of the spaces can be compact (7.5' x 17' in lieu of 9' x 18'). There are 67 spaces on the ground level, below the resident only gate that can be used by the general public. The remaining 247 spaces are for residents only.

School Concurrence – Seminole County Public Schools issued the School Capacity Availability Letter of Determination (SCALD) on March 20, 2013. Adequate capacity was available, and capacity for the project has been reserved.

Signage – Signage details are shown on Sheet H2.00 of the Hardscape plans. There will be two project identification signs. One will be in the form of a monument sign at the northeast corner of the project, facing Old Lake Mary Rd.; the other will be in the form of a wall sign that is perpendicular to the building. The monument sign will have the City and Downtown logo placed on it.

Traffic Impact – In 2002, the City contracted with Rockett and Associates, and TEI, Inc. to determine traffic impacts with a 25% build out scenario within the boundary of the downtown. That said, taking into account SunRail, the study showed that with a 25% build-out scenario, 287,475 sq. ft. of retail, and 562 residential units could be built within the downtown utilizing the current roadway Levels of Service. The threshold of Country Club Road could reach 16,900 daily vehicles, and no widening would be necessary.

While not an official Development of Regional Impact (DRI), this data has helped staff treat traffic impacts in the downtown as would be done for a DRI. Having said that, staff has calculated that approximately 70,000 sq. ft. of retail and 0 sq. ft. of residential has been constructed since 2002. It should be noted, on the residential front, that since 2002, staff has calculated that more homes have been demolished in the downtown than have been built due to redevelopment projects by the City, Shaw Construction, and the SunRail project.

Taking the above information into account, the applicant provided a traffic statement for our records. The data made available by the applicant's traffic engineer has provided staff ample information to update the total trips remaining within the downtown. That said, there are 362 residential, and approximately 217,000 sq. ft. of retail entitlements remaining of the 25% build out scenario. Further, per staff's discussions with Seminole County Engineering, recent traffic counts show Country Club handling approximately 10,000 daily trips; far below the maximum allotted for the 25% build out scenario.

It should be noted that while the above data is accurate, the City is working with CPH Engineers to study the potential for traffic circles on Country Club Rd. as well as adding decorative roadway improvements in the immediate vicinity of the Station House, which include raised crosswalks for pedestrians. It is staff's opinion that these improvements will have a positive effect on traffic in the area and assist in managing the additional vehicular impact.

Trash Compactor – The trash compactor will be located in the E. Wilbur Ave. right-of-way. The applicant will be providing a screen wall and dense landscaping along the perimeter to conceal it from public view.

Water/Sewer, and Stormwater – Water and sewer facilities are already provided for within the E. Crystal Lake Ave., and Wilbur Ave. ROW's. The applicant will be required to connect to those utilities. Per the sale contract with the City, stormwater for the project will be accommodated by an off-site master drainage system, which the City will be constructing.

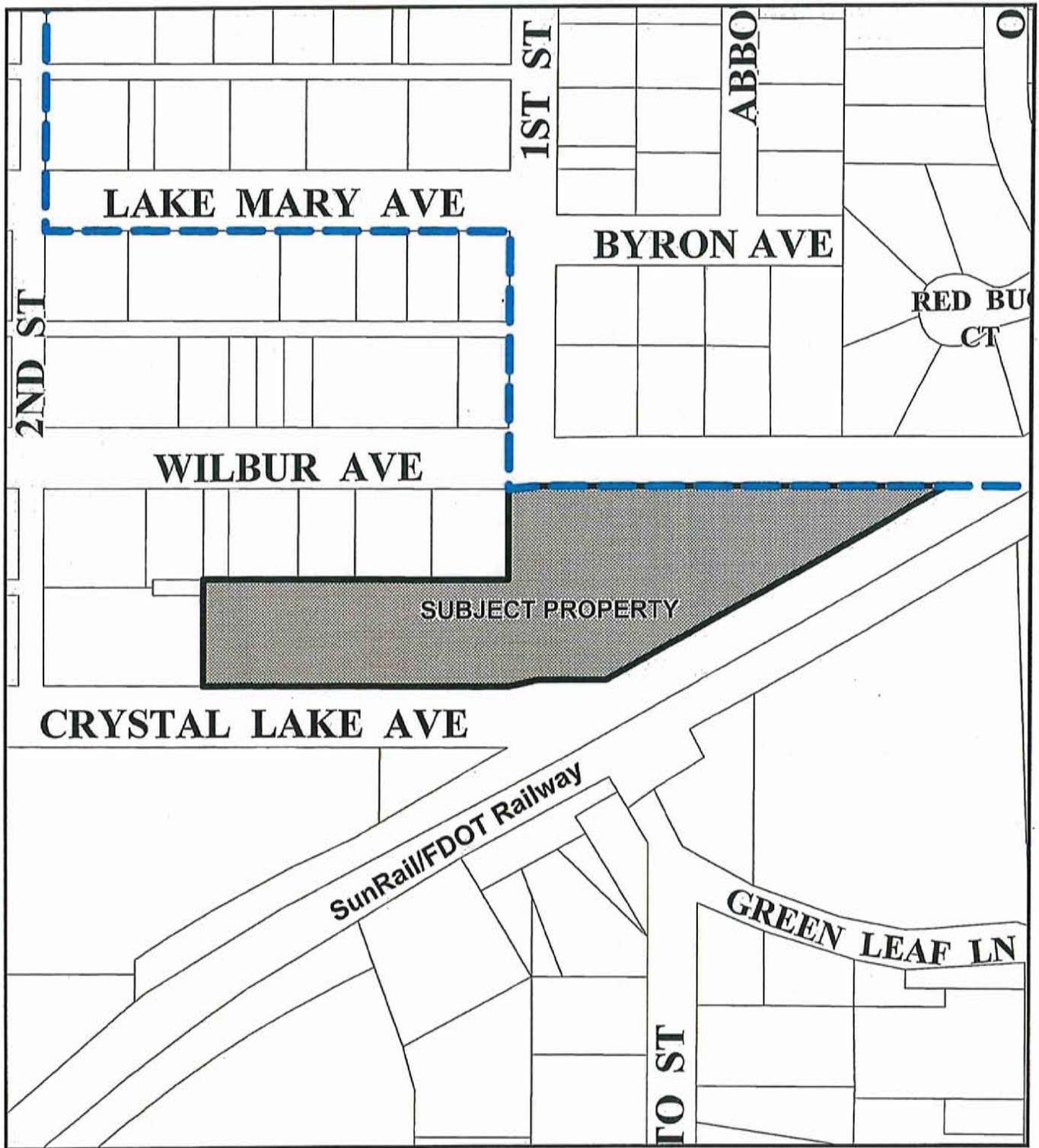
FINDINGS OF FACT: Staff finds that the request for Site Plan Development for The Station House is consistent with the City's Land Development Code, the Station House PUD Agreement, the City of Lake Mary Comprehensive Plan, and recommends approval with the following conditions:

1. The new 8-inch water main on Old Lake Mary Road to serve a new fire hydrant shall be shown on the site construction permit plans.
2. A Siren Operated System (SOS) for the gates in the parking garage shall be shown on the site construction permit plans.
3. Prior to the issuance of the site construction permit, provide a letter from Waste Management regarding dumpster location.

PLANNING AND ZONING BOARD: At their regular May 14, 2013 meeting, the Planning and Zoning Board voted unanimously, 4-0, to recommend approval of the Station House site plan, with staff's three conditions.

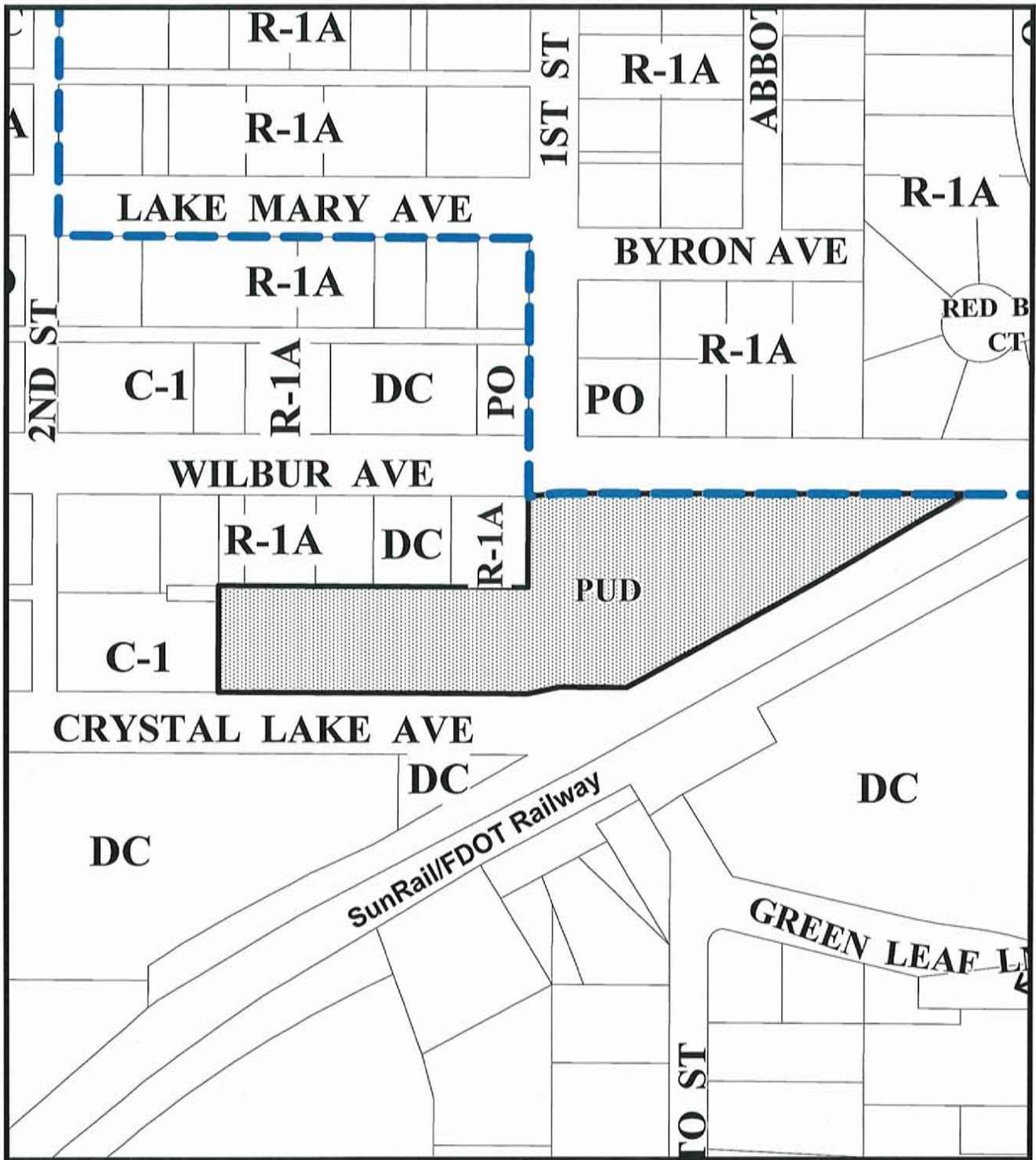
ATTACHMENTS:

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- Site Plan Sheet C-4
- Color renderings
- May 14, 2013 Planning & Zoning Board minutes
- Site Plan Package



Location Map The Station House



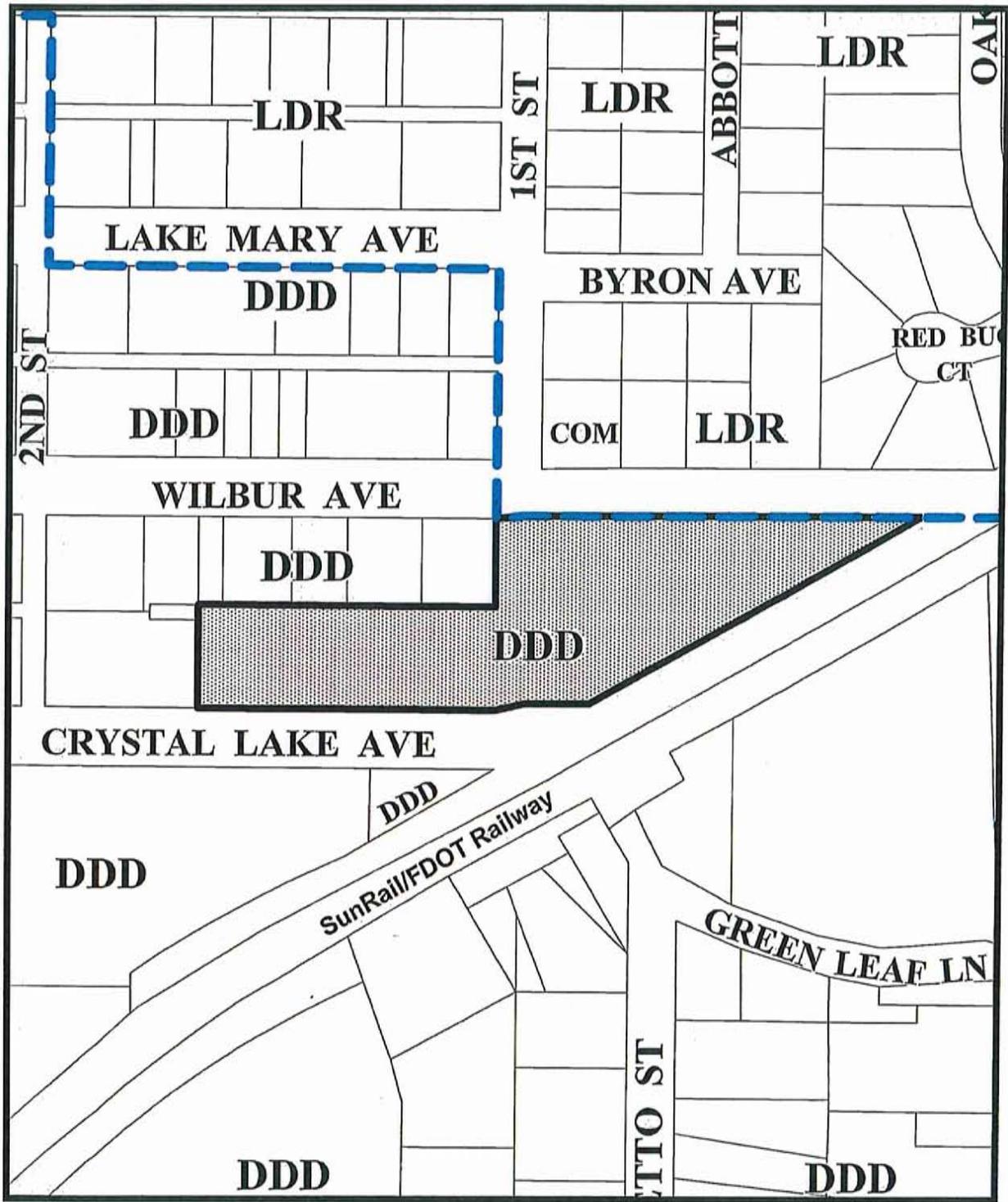


Zoning Map

LEGEND

A-1	Agriculture	R-1AAA	Single Family	PUD	Planned Unit Development	M-1A	Light Industrial
RCE	Rural Country Estate	R-M	Residential	PO	Professional Office	M-2A	Industrial
R-1A	Single Family	R-2	One & Two Family	C-1	General Commercial	DC	Downtown Center
R-1AA	Single Family	R-3	Multiple Family	C-2	Commercial	GU	Government Use
						SC PUD	Sem. Cnty PUD



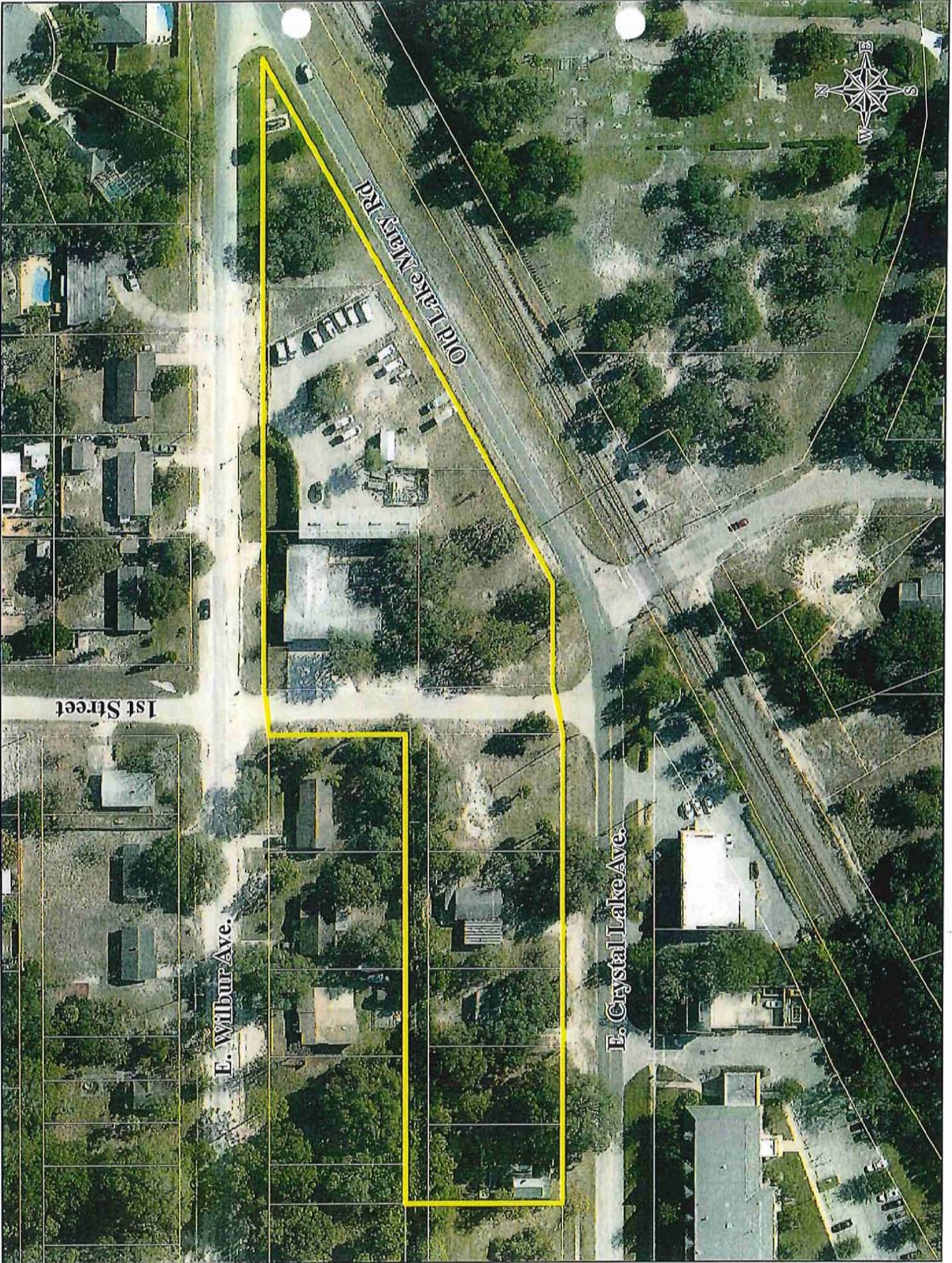


Future Land Use Map



RR Rural Residential	OFF Office	PUB Public / Semi-Public Lands
LDR Low Density Residential (Max 2.5 DU / Acre)	RCOM Restricted Commercial	DDD Downtown Development District
LMDR Low / Medium Density Residential (Max 4 DU / Acre)	COM Commercial	REC Recreation
MDR Medium Density Residential (Max 6 DU / Acre)	IND Industrial	SCPD Seminole County PD
HDR High Density Residential (Max 9 DU / Acre)	HIPTI High Intensity Planned Development	





1st Street

E. Wilbur Ave.

E. Crystal Lake Ave.

Old Lake Mary Rd



SOUTHWEST CORNER AT EAST CRYSTAL LAKE AVENUE

The Station House
Lake Mary, Florida

RESIDENCES
AUGUST 2012
DISPONIBLE 17, 2012



EPOCH Properties



955 North Pennsylvania Avenue - Winter Park, FL - (7407-740-8405 - (7407-740-8406 - actstudios.com

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FL REG: AA0002940



TOWER ELEMENT AT OLD LANE MARY ROAD AND EAST CRYSTAL LAKE AVENUE

The Station House
Lake Mary, Florida

FL REG: A10002940

DATE OF ART	
AUGUST 20, 2012	
DISCONTINUED 17, 2012	



EPOCH Properties



955 North Pennsylvania Avenue - Winter Park, FL - (C)407-740-8405 - (F)407-740-8406 - acistudios.com

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B. 2013-SP-03: Recommendation to the City Commission regarding a request for site plan approval for The Station House located south of Wilbur Avenue, north of E. Crystal Lake Avenue and west of Old Lake Mary Road at 225 Wilbur Avenue, Lake Mary, Florida; Applicant: Station House Apartments, LLC/Kyle Riva

Stephen Noto, Planner, presented Item B. and the related Staff Report. A document attached to the Staff Report entitled Overall Site Plan was on the overhead projector. He said, this is not the first time you have seen this item. The first time you saw this item was for a rezoning. The rezone was approved by City commission on March 7, 2013. It was to rezone the property to PUD (Planned Unit Development) from Downtown Centre. It set forth the entitlements for The Station House project, a 200-unit luxury apartment project adjacent to SunRail, not shown on this plan, but, more or less, where the red laser is shown on the overhead (indicating to overhead projector).

Mr. Noto stated, the only difference between this plan and the one you saw earlier this year is this is 100-percent engineered. This is the site plan. This is a recommendation to the City Commission because of its location in the Downtown. Typically, site plans end here at P & Z, but because it's in the Downtown, the Code requires it to go before the City Commission.

Mr. Noto said, as a part of the rezone, that was the end of – you always hear us talking about setting the regulatory table. Every couple of months we come in here singing that song. We have already done that for this project. There was a vacate required as part of that in order to build a portion of the apartment structure. Long-term land leases were required for landscaping and construction of the parking garage. All in all it is the same exact project that you saw earlier this year.

Mr. Noto put a colored rendering entitled Tower Element at Old Lake Mary Road and East Crystal Lake Avenue, which is attached to the Staff Report, on the overhead projector. He stated, the importance of the project is that it is a type of Transit Oriented Development, and that is a high-intensity-type of development within walking distance of major transit. And, when I say walking distance, I mean a quarter of a mile. So, this is a huge project for the City; one of the largest, if not the largest residential redevelopment project, in the modern history of the Downtown, and staff is very much in favor of this project.

Mr. Noto said, just for record purposes and for the benefit of those here this evening, the 200 units – there are going to be 112 one bedroom, 76 two bedroom, 12 three-bedroom units ranging from 640 square feet to 1200 square

1 feet. It will be a four-story building, as you can see on the overhead (indicating to
2 overhead projector).

3 Mr. Noto put a document entitled Parking Garage Elevation on the overhead
4 projector. He stated, the parking garage that is going to be facing Crystal Lake,
5 that is basically your design. There will be landscaping, of course, in front of it.
6 Very thick landscaping around the perimeter of the entire project. The goal being
7 to provide as much buffer as possible considering the density.

8
9 Mr. Noto put another colored rendering entitled Southwest Corner at East Crystal
10 Lake Avenue, which is attached to the Staff Report, on the overhead projector.
11 He said, this is the view – I should have said that the prior view was from,
12 generally, the SunRail Station. The view that is on the overhead right now is,
13 more or less, from the Police Department. This is the western portion of the
14 project. There is a pool right in between this two-story amenities' building and
15 the four-story apartment building (indicating to overhead projector).

16
17 Mr. Noto stated, the parking garage is going to have 314 spaces within it; 100
18 compact, 10 motorcycle, and 67 spaces that will be on the first floor portion
19 below the gate, as we have been calling it. That will be open to the public.
20 There will be 437 total parking spaces; 80 of those will be on-street around the
21 perimeter of the project (puts document entitled Overall Site Plan back on the
22 overhead projector). Ten of which will be by the amenities' building that will be
23 reserved as set forth in the PUD – reserved for the project, for future residents.
24 All of the rest will be open to the public, and the onsite spaces here (indicating to
25 overhead projector) will be behind a gate for those living within the project.

26
27 Mr. Noto said, as I said, this is a recommendation to the City Commission;
28 therefore, this item will be going to their first meeting in June. I believe the date
29 is June 6, 2013. We do have three conditions as a part of our approval. We
30 have worked through the first two already with engineering staff, but we would
31 like if, when you make your motion, if it is for approval, to leave those two
32 conditions in just to be consistent with the Staff Report and to be sure that we
33 double check as we move forward through construction of the project.

34
35 Mr. Noto stated, we anticipate that the project will begin construction later this
36 year. We are working very closely with the development team, biweekly
37 meetings, as we also have a lot of work going on. You can see a little
38 roundabout here (indicating to overhead projector) and some – I'm sorry. Not a
39 roundabout, pardon me, a round shaped, not a roundabout, decorative concrete,
40 decorative cement, whatever you want to call it, an intersection appearance
41 enhancement, right at the intersection of Crystal Lake Avenue and Old Lake
42 Mary Road and Greenleaf heading into Palmetto. All work that the City is

DRAFT

1 coordinating as part of some major improvements that are going on in that area
2 as a result of SunRail.

3
4 Mr. Noto concluded his presentation by saying, that being said, the Applicant is
5 here this evening, along with the design team, to answer any technical questions
6 you may have. Staff recommends approval with the three conditions. I'll be
7 happy to take any questions.

8
9 Member Miller asked, I guess I'd like to ask the Applicant this one, and that is
10 about the 67 parking spaces that don't require an access card to get to. How
11 likely is it that the residents will park in those 67 spaces instead of the 314 private
12 access?

13
14 Mr. Noto answered, Kyle can speak to that if he wishes. If I am not mistaken,
15 each level of the garage will have direct access to each level of the apartment
16 building. So, if I live on the third floor, I am going to park on the third floor of the
17 parking garage because I will be able to get right into my level. Conversely, if I
18 live on this side of the project, I will have all of these spaces available to park in.

19
20 Member Miller said, I am not really going to worry about this much more. We
21 have talked about it more than we have needed to anyway.

22
23 Mr. Noto stated, sure.

24
25 Acting Chairman Taylor questioned, which is going to be finished first you think;
26 the apartment complex or SunRail?

27
28 Mr. Noto responded, SunRail.

29
30 Acting Chairman Taylor requested the Applicant come forward and address the
31 Board.

32
33 Kyle Riva, President of EPOCH Properties, 359 Carolina Avenue, S. 200, Winter
34 Park, Florida 32789, came forward in favor of the proposed site plan.

35
36 Acting Chairman Taylor asked Mr. Riva if he had anything else to add.

37
38 Mr. Riva replied, nothing to add. I'm here to answer any questions. We have our
39 design team here as well should you have any questions of them.

40
41 Acting Chairman Taylor asked the Board if they had any questions for the
42 Applicant.

DRAFT

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Member Miller answered, I think it's great. Good luck. It looks great.

Acting Chairman Taylor opened the hearing to public comment. Hearing none, she closed that portion and entertained board discussion and/or a motion.

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by Station House Apartments, LLC/Kyle Riva, for a site plan for The Station House located south of Wilbur Avenue, north of E. Crystal Lake Avenue and west of Old Lake Mary Road at 225 Wilbur Avenue, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following conditions. Alternate Fitzgerald seconded the motion, which carried unanimously 4-0.

CONDITIONS:

- 1. The new 8-inch water main on Old Lake Mary Road to serve a new fire hydrant shall be shown on the site construction permit plans.**
- 2. A Siren Operated System (SOS) for the gates in the parking garage shall be shown on the site construction permit plans.**
- 3. Prior to the issuance of the site construction permit, provide a letter from Waste Management regarding dumpster location.**

QUASI-JUDICIAL SIGN-IN SHEET

5/14, 2013
P+2 MEETING

(please print)

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: June 6, 2013

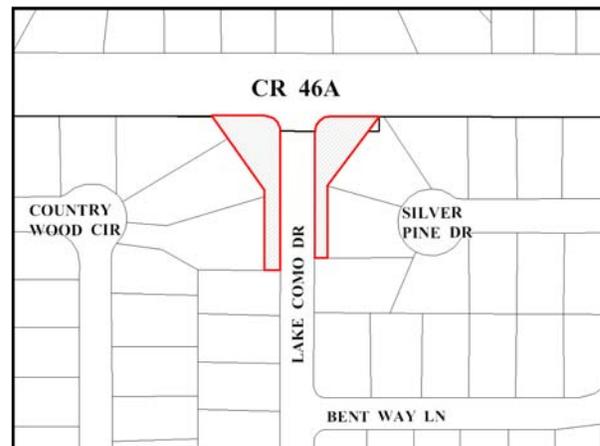
TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Request from the Hills of Lake Mary for a Neighborhood Beautification Grant (Steve Noto, Planner)

BACKGROUND: The purpose of the Neighborhood Beautification Grant (NBG) Program is to promote the undertaking of activities by City neighborhoods to beautify their developments, and to avoid blighted areas. The City Commission has approved project funding in the amount of \$25,000.00 per fiscal year, which would allow for organized neighborhood associations to apply to the City for monies to be used in executing a neighborhood beautification program. Promotion of high quality neighborhoods shows commitment by the City and its citizens in the areas of economic stability, exceptional quality of life, and community security. The program was approved by the City Commission on November 15, 2012.



DESCRIPTION OF PROJECT: In March 2009, the western side of the Lake Como entrance to the Hills of Lake Mary was damaged in a car accident. The brick wall, landscaping, and fountain were all destroyed. The western and eastern parcels have been owned by a third party that was not willing to assist in the HOA's attempts to rebuild the area nor active in maintaining the land. Since that time, the HOA had approved a special assessment of \$83,000.00 to obtain the parcels from the third party, which would then allow the HOA to reconstruct the parcels.

Due to the costs involved in property acquisition, as well as property improvements, the applicant is requesting \$25,000.00 in NBG funding.

Discussion: This project qualifies within the NBG program as a Neighborhood Entry Beautification (NEB) Grant. Per the approved program, the maximum amount of funds that can be allotted for NEB requests is \$5,000.00 (The City Commission has the ability to approve funding above that amount on an as-requested basis). A minimum of 5% community contribution in the form of cash or in-kind services is required.

Proposed Improvements: The project will accomplish the following goals:

- Reconstruction of the brick wall on the western parcel at the Lake Como entrance
- Repair irrigation on the western parcel at the Lake Como entrance
- New 'Hills of Lake Mary' signage on brick wall
- Refreshed lighting
- Tree removal and site clean up
- New Landscaping

The landscape plans call for installation of Sweet Viburnums, Loropetalums, Flax Lilies, Ligustrum trees, Blue Daze, and Jasmines.

Application Sufficiency: Per the NBG application process, all applications are required to submit the following:

- Project narrative
- Quotes of all proposed work
- Complete budget
- Photos of existing site
- Site Plan showing all improvements
- Notarized meeting minutes
- Project Action Team (PAT) information
- Completed Grant Action Plan (GAP)
- A First Step Meeting synopsis

The total project budget is \$113,856.00. The special assessment paid by the homeowners to acquire the land totals \$96,300.00. The applicant is requesting a grant of \$25,000.

FINDING OF FACT: Staff has found that the request for a Neighborhood Beautification Grant for the Hills of Lake Mary Lake Como entrance meets the requirements of the Neighborhood Beautification Program. Staff recommends approval of \$5,000.00 in grant funding; the maximum funding allowed through the Neighborhood Entry Beautification program.

PARKS AND RECREATION BOARD: At their regularly schedule May 6, 2013 meeting, the Parks and Recreation Board voted 3-0 (2 abstentions) to recommend approval of the request for funding, per staff's recommendation.

ATTACHMENTS:

- Neighborhood Beautification Grant Info Package
- Hills of Lake Mary Neighborhood Beautification Grant Application Package
- May 6, 2013 Parks and Recreation Board Minutes



2012-2013

NEIGHBORHOOD BEAUTIFICATION
GRANTS



APPLICATION PACKAGE

CITY OF LAKE MARY
COMMUNITY DEVELOPMENT DEPARTMENT
2012-2013
NEIGHBORHOOD BEAUTIFICATION GRANT
PACKAGE

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PURPOSE

The purpose of the Neighborhood Beautification Grant (NBG) Program is to promote the undertaking of activities by City neighborhoods to beautify their developments, and to avoid blighted areas. The City Commission has approved project funding in the amount of \$25,000 per fiscal year, which would allow for organized neighborhood associations to apply to the City for monies to be used in executing a neighborhood beautification program. Promotion of high quality neighborhoods shows commitment by the City and its citizens in the areas of economic stability, exceptional quality of life, and community security.

WHO CAN APPLY?

Neighborhood Beautification Grants are available to homeowners' associations and organized neighborhood organizations; this includes condominium associations and resident associations. These organizations must be registered with the City prior to submitting an application. Individual homeowners or unregistered organizations are not eligible.

A neighborhood association's Board of Directors (BOD) must vote on and approve the grant application prior to submitting to the City. Minutes from the meeting must be notarized, show the vote process, as well as:

- The name of the project
- Motion, Vote, and Action to submit project to the City
- Design specifications for landscaping, signage, and the like shall be provided as an exhibit to the minutes as stated and approved by the BOD
- A Project Action Team (PAT) shall be identified for the record, including the main Project Manager
- Minutes shall be notarized and attached to the application

The last Friday of every month, the PAT shall provide a detailed progress report to City staff. The reports shall outline all activity that has occurred over the previous month. Failure to submit a Progress Report may result in a loss of funding.

All NBG projects shall be completed within six (6) months of receiving funding. Projects shall be properly maintained after the process is completed, per the NBG Maintenance Agreement.

GRANT MATCH

All grants require either a Cash or In-kind Goods and Services match. An 'In-Kind Good and Service' is defined as: Equipment, Professional Services by legitimate providers valued at "fair market value", and Supplies.

In the event an 'In-Kind Good and Service' is identified for the match, details shall be attached to the application describing the services and their cost. The total match required shall vary on the total grant amount awarded, but in no event shall the match be required to exceed 25% of the total award.

GRANT PROGRAMS

The City offers two types of grants: Neighborhood Entry Beautification and Community Beautification Mini-Grant. Each grant type is subject to its own criteria, eligibility, and funding. An applicant may only apply for one grant at a time, and may not apply for the same grant in consecutive years. The City Commission reserves the right to expend all available funding on one project.

ELIGIBILITY

All projects must meet the following eligibility criteria:

- Serve a public purpose;
- The project must be approved by the applying organizations Board of Directors (BOD; notarized meeting minutes must be submitted with the application, see page 3);
- BOD must outline a need for the project (physical disrepair, financial hardship, unique legal standing);
- Have a Project Action Team (PAT) of 5 or more residents;
- Have a Grant Action Plan (GAP) outlining how the project will be completed within six (6) months or less. A maintenance plan of at least five (5) years is required to be attached to the GAP;
- Project shall occur on land(s) owned by the neighborhood association.

GRANT ACTION PLAN (GAP)

The GAP shall provide a detailed budget and timeline showing how the project will meet the six (6) month project timeline. The GAP may be modified after grant funds are awarded to more accurately show dates and times.

MAINTENANCE PLAN

The Maintenance Plan that is submitted with the GAP shall cover a five (5) year period. The Plan shall have a detailed budget and action plan on how the applicant will maintain all improved areas.

In no event shall project funds be used for:

- A neighborhood organization's regular budget
- Gifts of appreciation
- Expenses without receipts
- Food
- Reimbursement for purchases made prior to receiving funding

NEIGHBORHOOD ENTRY BEAUTIFICATION (NEB) GRANTS

In the event a neighborhood has a tract of land that is recorded as an entry feature, or has identified lands that could function as an entry feature, funding is available to improve/acquire those areas. Lands that are identified as an entry feature must be adjacent to the neighborhood and have past recordation as being planned as an entry feature. If a community is gated, the entry feature must be outside of the gates of the community and visible to all City residents.

The following is a list of projects that **may** be eligible for NEB Grant funding:

- Fence/Wall Construction
- Landscaping
- New Irrigation
- Land Acquisition
- Decorative Fountains
- Decorative Lighting
- Signage

The following is a list of projects that are **not** eligible for NEB Grant funding:

- Sidewalk construction
- Traffic calming devices
- Staff for project management
- Modifications to City owned infrastructure/structures
- Projects already underway
- Non-irrigated landscape improvements
- Imp. to private property not owned by the neighborhood org.

NEB Grant awards shall not exceed a total of \$5,000. In the event land acquisition is requested, the City Commission may award additional monies. A minimum 5% community contribution in the form of cash or in-kind services is required.

COMMUNITY BEAUTIFICATION (COB) MINI-GRANT

In the event a neighborhood has a tract of land that is recorded as common area or if there is landscaping in a City right-of-way, funding is available to improve those areas. Communities that are gated may not apply for COB grants unless all improvements occur outside the gates of the community.

The following is a list of projects that may be eligible for COB Grant funding:

- Cosmetic repairs
- Landscaping
- Gazebos, Picnic Tables
- Decorative Fountains
- Decorative Lighting
- Playground Equipment

The following is a list of projects that are **not** eligible for COB Grant funding:

- Sidewalk construction
- Traffic calming devices
- Staff for project management
- New fences/walls
- Modifications to City owned infrastructure/structures
- Projects already underway
- Non-irrigated landscape improvements
- Maintenance of drainage areas
- Irrigation repairs
- Imp. to private property not owned by the neighborhood org.

COB Mini-Grant awards shall not exceed a total of \$1,500. A minimum 5% community contribution in the form of cash or in-kind services is required.

APPLICATION PROCESS

The following items shall be attached to the Grant application:

1. Project narrative;
2. 3 quotes of all proposed work;
3. A complete budget showing total cost of project;
4. Photos of existing site conditions;
5. A clean site plan showing the location of all improvements;
6. Notarized minutes as previously described on page 3 of this package;
7. Project Action Team (PAT) contact information;
8. A completed GAP with Maintenance Agreement;
9. First Step Meeting synopsis;
10. Other documentation specifically requested by staff.

A First-Step Meeting with staff is required prior to submitting the grant application. After staff has reviewed the application, it will be presented to the Parks & Recreation Advisory Board who will make a recommendation on the application to the City Commission. The City Commission will make the final determination on the Grant application.

NOTE: All vendors/contractors are required to submit applicable permits needed to perform work. Failure to do so may result in loss of funding.

STAFF CONTACT

For additional information on the NBG programs, or to schedule a First Step Meeting, you may contact Stephen Noto, Planner, at 407-585-1440 or snoto@lakemaryfl.com.

The Hills of Lake Mary Homeowner Association, Inc.
c/o Premier Association Management of Central Florida, Inc.
725 Primera Boulevard, Suite 115
Lake Mary, FL 32746
407-333-7787

March 8, 2013

Dear Sir or Madam:

The Board of Directors of the Hills of Lake Mary Homeowners Association would like to present a request for the Neighborhood Beautification Grant for the acquisition and restoration of the Lake Como Entrance.

The purpose of the request is to obtain funds from the City of Lake Mary to help the association rebuild a once beautiful entrance which was destroyed in March 2009 by a vehicular accident. The Association was unaware an outside entity owned the property until the time of the accident. The owner of the property did not provide maintenance and the entrance has become a blight to the community as well as the City of Lake Mary.

The Association would like to restore the Lake Como entrance by rebuilding the brick retaining wall, adding landscaping, sod, irrigation, lighting, and signage to the entrance. The Association has obtained a Special Assessment of the membership to acquire the property for a total of \$83,000. In order for the Association to complete the necessary restoration of the entrance, we are requesting funds of \$25,000.00 to bring the entrance to the standards of the community and the City of Lake Mary.

We are hopeful you will review our request and provide the necessary funding to help complete our dream of owning our entrance once again and maintaining it to the standards we all can be proud of.

Sincerely,



Linda Moss

Project Action Team Member

For: The Hills of Lake Mary Homeowners Association, Inc.

CITY OF LAKE MARY NEIGHBORHOOD BEAUTIFICATION GRANT APPLICATION

Applicant Org. Name: <u>Hills of Lake Mary/Ilton</u> Project Team Leader: <u>Linda Moss</u> Address: <u>875 Bright Meadow Dr.</u> City/State/Zip: <u>Lake Mary FL 32746</u> E-Mail: <u>lsmoss@cfl.rr.com</u> Phone: <u>407-323-2984</u> Alt. Phone: _____	Alt. Contact: <u>Mario Pietrucci</u> Address: <u>828 Bright Meadow Dr.</u> City/State/Zip: <u>Lake Mary FL 32746</u> E-Mail: <u>truccione@aol.com</u> Phone: <u>407-323-7644</u> Alt. Phone: <u>407-314-9103</u>
--	--

Grant Requested: Neighborhood Entry Beautification Community Beautification

Name of Neighborhood: Hills of Lake Mary Homeowners Association, Inc.
 Location of Neighborhood (Roadway Boundaries): 46-A and Lake Como Drive
 Project Location (Address Required for Permitting): _____
 Has the Neighborhood Won Grant Funding in the Past? Yes No
 If Yes, When and How Much? _____

Brief Description of Project:
Purchasing of the Lake Como entrance that was damaged in March 2009 and subsequently owned by a 3rd party unbeknownst to the Board. The Association is in the process of acquiring the property by 4/31/13 and will restore the area to meet the City requirements.

Grant Amount Requested: \$ 25,000.00 Neighborhood Match Amount: \$ _____
(min. 5% of Grant Amount)

REQUIRED ATTACHMENTS

- | | |
|--|--|
| <ul style="list-style-type: none"> Three (3) quotes of all proposed work A complete budget showing total cost of project Photos of existing site conditions A clean site plan showing the location of all improvements | <ul style="list-style-type: none"> Notarized meeting minutes Project Action Team (PAT) contact information A completed GAP with Maintenance Agreement Other documentation specifically requested by staff First Step Meeting Synopsis |
|--|--|

THE ABOVE INFORMATION IS SOLELY PROVIDED FOR PURPOSES OF APPLYING FOR THE NEIGHBORHOOD BEAUTIFICATION GRANT (NBG) AND UNDERSTAND IT DOES NOT IMPLY APPROVAL. I CERTIFY THE ABOVE INFORMATION TRUE. I HAVE RECEIVED, READ, AND AGREE WITH THE NBG PACKAGE.

Signed: Linda Moss
 Print Name: LINDA MOSS
 Title: Project Manager
 Date: 3-8-13

Hills of Lake Mary
Neighborhood Beautification Grant Project Action Team

Linda Moss – Project Manager
875 Bright Meadow Drive
Lake Mary, FL 32746
407-323-2984

Terry Finley
453 Country Wood Circle
Lake Mary, FL 32746
407-321-9396

James Kingsland
454 Country Wood Circle
Lake Mary, FL 32746
407-687-1005

Lynne Fitzgerald
848 Bright Meadow Drive
Lake Mary, FL 32746
407-323-0207

Mario Pietrucci
828 Bright Meadow Drive
Lake Mary, FL 32746
407-323-7646

Quotes for Proposed Work

Irrigation Quotes



LANDSCAPE RENOVATION & IRRIGATION AGREEMENT

Website: masseyservices.com

57922

Email: customer@masseyservices.com

SERVICE ADDRESS		BILLING ADDRESS		
Hills of Lake Mary HOA		IRRIGATION # 1		
CUSTOMER NAME		AGENT'S NAME		
LAKE Como / 46A		MAILING ADDRESS		
PROPERTY ADDRESS		CITY, STATE, ZIP		
CITY, STATE, ZIP		ROUTE # GRID EFFECTIVE DATE		
HOME PHONE		BUSINESS PHONE		

INITIAL SERVICES

(Detail To Be Found On Attached Graph / Service Description)

SERVICE TYPE	GENERAL DESCRIPTION / INSTRUCTIONS	AMOUNT
Sodding	5 Zones of Irrigation to reinstall into clock-	\$1636.00
Plugging	total of 128 HEADS, Renozzle 128 HEADS, AND	
Top Dressing (Sand/Soil)	replace 20 HEADS on the Entrance. We will	
Mulching	also install (2) Rain Sensors to clocks. Adjust	
Preparation (Grading, etc.)	all heads on the property.	
Plant Installation		
Annuals Planting		
Misc. Service		
Irrigation Installation		
Irrigation Repair		
Irrigation Misc. Service		

Amount Due	1636.00
Amount Remitted	
Balance Due Upon Completion	

MAINTENANCE SERVICES

Service	Month	Jan	Feb	Mar	Apr	May	June	July	Aug.	Sept.	Oct	Nov	Dec.	TOTAL
Annuals														
Irrigation		97.00		1636		97.00		97.00		97.00		97.00		2121.00
Other														
Initial														

TERMS & CONDITIONS

1. This service agreement is for the services indicated above and covers the areas identified on the Inspection Graph & Service Description.
2. This service agreement does not constitute a warranty against loss of plant material resulting from improper cultural habits, natural decline due to age, or adverse weather conditions such as drought, freezes or flooding.
3. Any guarantee is conditional upon the Customer maintaining our GreenUP service and following GreenUP's advice for mowing, pruning, watering, and other cultural corrections that may be made from time to time.
4. For any Maintenance Services, this agreement is for an Initial Period of twenty-four (24) months and will be ongoing thereafter unless cancelled by the Customer. MASSEY reserves the right to change prices after the Initial Period with advanced notice to the Customer.
5. **NOTICE TO BUYER:** You, the Buyer, may cancel this agreement within seventy-two (72) hours of execution by giving notice of cancellation to GreenUP. Do not sign this Service Agreement if blank. You are entitled to a copy of the Service Agreement at the time you sign.

Annual Maintenance Services	
5% Pre-Pay Discount	
Discounted Annual Charge	
AMOUNT REMITTED	
Initial Services	\$ _____
Annual Maintenance Services	\$ _____
TOTAL	\$ _____
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Visa	
<input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> American Express	
Account # _____	
Exp. Date _____	
Authorization _____	

/	/	/	/	/
CUSTOMER SIGNATURE	DATE	INSPECTOR SIGNATURE	DATE	GM APPROVAL



P.O. Box 622056
 Oviedo, FL 32762
 407-366-5303
 SunDewIrrigationSystems@yahoo.com

Proposal

Date	2/21/2013
------	-----------

Proposal Submitted To
Anita Roberts, LCAM Premier Assoc. Mgmt of Central FL, Inc. 725 Primera Boulevard, Suite 115 Lake Mary, FL 32746

Work To Be Performed At
Hills of Lake Mary HOA

Description Of Materials And Labor
<p>For irrigation repairs to the entrance of Hills of Lake Mary.</p> <p>We opened the valves for the zones that run around the entrance. Four zones cover this area, two zones on each side. We found several broken heads, a couple of broken risers, and broken pipes. We would need to replace 13 heads, fix the broken pipes, and wire up the zones in the timer. Once all the breaks are fixed we will clean out any plugged nozzles we find and make any necessary adjustments.</p> <p>Parts: \$130.00 Labor: \$240.00</p>

This proposal may be withdrawn by us if not accepted within 30 days.

Total	\$370.00
--------------	-----------------

The above prices, specifications, and conditions are satisfactory and accepted. You are authorized to do the work as specified.

Signature _____

Dillard's Irrigation & Repairs

For All Your Irrigation Needs
407-394-3360

INVOICE / PROPOSAL

Jerry
Irrigation Specialist

SUBMITTED TO <u>Premier Mang</u>	PHONE	DATE <u>2-13-13</u>
ADDRESS <u>c/o Hills of LK-MARY</u>	JOB NAME	
	JOB LOCATION <u>LK-Como</u>	
DATE OF PLANS	JOB PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Replacement of all heads
 Replacement of all Valve's w/scrubber Valves
 Reroute pipe around OAK Trees on both side of LK-Como
 Repair all breaks & Damage.
 Repair any wire Damage.

To the best of my ability:
 The cost will be \rightarrow (\$3500.00)
 But I can not see in the ground.
 Cost may very no more than \rightarrow \$500.00
 to the best of my opinion.

(Was discussed with Mario on site 2-12-13)

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF _____ DOLLARS (\$ _____)

PAYMENT TO BE MADE AS FOLLOWS _____

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____

SIGNATURE _____

SIGNATURE _____

Entrance Signage Quotes



FASTSIGNS Sanford/Lake Ma

1265 Upsala Road Suite 1133 Phone: 407.324.8338
 Sanford, FL 32771 Fax: 407.324.8339
 Email: 498@fastsigns.com

ESTIMATE: 498- 3148

Estimate Date: 4/7/2009 10:52:50AM
 Salesperson: Eli Vizcarrondo
 Entered By: Eli Vizcarrondo
 Date Printed: 2/22/2013 11:50:09AM

Page 1 of 1

Salesperson: 498@FASTSIGNS.COM

Project Description: The Hills of Lake Mary Letters

Customer: Premier Property Management
Ordered by: Anita Roberts
Phone: (407) 333-7787 x 115
Fax: (407) 333-7767

725 Primera Blvd.
 Suite 115
 Lake Mary, FL 32746
 Email: anita.roberts@premiermgmtcfl.com

Dear Anita:

Thank you for considering FASTSIGNS of Sanford for your sign needs. The quotation we discussed is attached below. If you have any questions, please call me at (407) 324-8338 or by email at 498@fastsigns.com.

Sincerely,

Eli Vizcarrondo
 GENERAL MANAGER

PRODUCT	DESCRIPTION	QTY	SIDES	SIZE	UNIT COST	TOTALS
Dimensional	* 1/4" Thick Waterjet Solid Aluminum with Studs and 1/4" Spacers - Brushed Silver Finish Gemini Letters with a Lifetime Warranty against Fading, Chipping or Cracking The Hills of Lake Mary Color: Text:	4	1	21 x 140	\$1,489.00	\$5,956.00
Installation	Installation of Letterset on Entrance Wall in Lake Mary Color: White Text:	5	1	1 x 1	\$105.00	\$525.00

TERMS: Payment is due upon placement of the order.

ESTIMATE RECEIVED/APPROVED BY:

X _____ / /
 CUSTOMER SIGNATURE DATE

P.O./Credit Card # _____ Exp: /

Line Item Total:	\$6,481.00
Tax Exempt Amt:	\$525.00
Subtotal:	\$6,481.00
Taxes:	\$357.36
Total:	\$6,838.36

Deposit Required: \$3,419.18

Bill To: Premier Property Management
 Attention: Anita Roberts
 725 Primera Blvd.
 Suite 115
 Lake Mary, FL 32746

*Thank You for choosing
 FASTSIGNS*

Copyright © 2005 FASTSIGNS International, Inc

Signs & Graphic Solutions Made Simple.®

ORLANDO
(407) 830-7443
 FAX. (407) 830-4754
 726 N. HWY. 17-92
 LONGWOOD, FL 32750



QUOTE	
NO.	A000062

Quality is not Expensive.....It's Priceless

MARCH 5, 2013

From: ANGEL CALO
 ACALO@THESIGNKING.COM

ATTENTION: ANITA ROBERTS
 COMPANY: LAKE MARY H.O.A.

ADDRESS: 725 PRIMERA BLVD SUITE: 115
 LAKE MARY, FL

PHONE: 407-333-7787 FAX: 407-333-7767 EMAIL: Lauren.holbrook@premiermgmtcfl.com

We are pleased to quote the following for your consideration:

DETAIL	QUANTITY	UNIT PRICE	COST
ENTRANCE LETTERS:	1	\$1,975.00EA	\$1,975.00
- ZAPF CHANCERY FONT			
- 21.66" X 180.1" SIGN AREA			
- SAYING "THE HILLS OF LAKE MARY"			
- BRUSHED ALUM. LETTERS			

SUBTOTAL			\$1,975.00
TAX 6.5%			\$128.38
PERMIT	QTY 1	\$495.00EA PLUS FEES	\$495.00
INSTALLATION			\$693.75
TOTAL			\$3,292.13

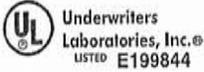
Please note above options are merely a sampling of the available signage. If you would like to explore other ideas, please give me a call and I'll be happy to come by and discuss this with you.

Continued

PLEASE READ TERMS BELOW
TO ACCEPT THIS QUOTE, PLEASE SIGN, DATE AND FAX BACK SO THAT WE MAY START
PRODUCTION. OUR QUOTE IS VALID FOR 30 DAYS

CUSTOMER SIGNATURE

DATE



Please present credit card payments at our location as a 3.25% charge is assessed for remote credit payments.

ALL MATERIALS AND WORKMANSHIP WARRANTED FOR 1 YEAR FROM INSTALLATION

TERMS: We begin production (or permitting) with a 60% deposit, with balance due C.O.D.. All items remain the property of The Sign King until paid for in full. All sales are final.

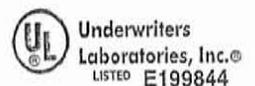
Fabrication starts after permit is received. Permit turnaround depends on municipality, typically 2-4 weeks. The Sign King will connect electrical (if existing) at no additional cost but **price does not include electrical service to the sign.**

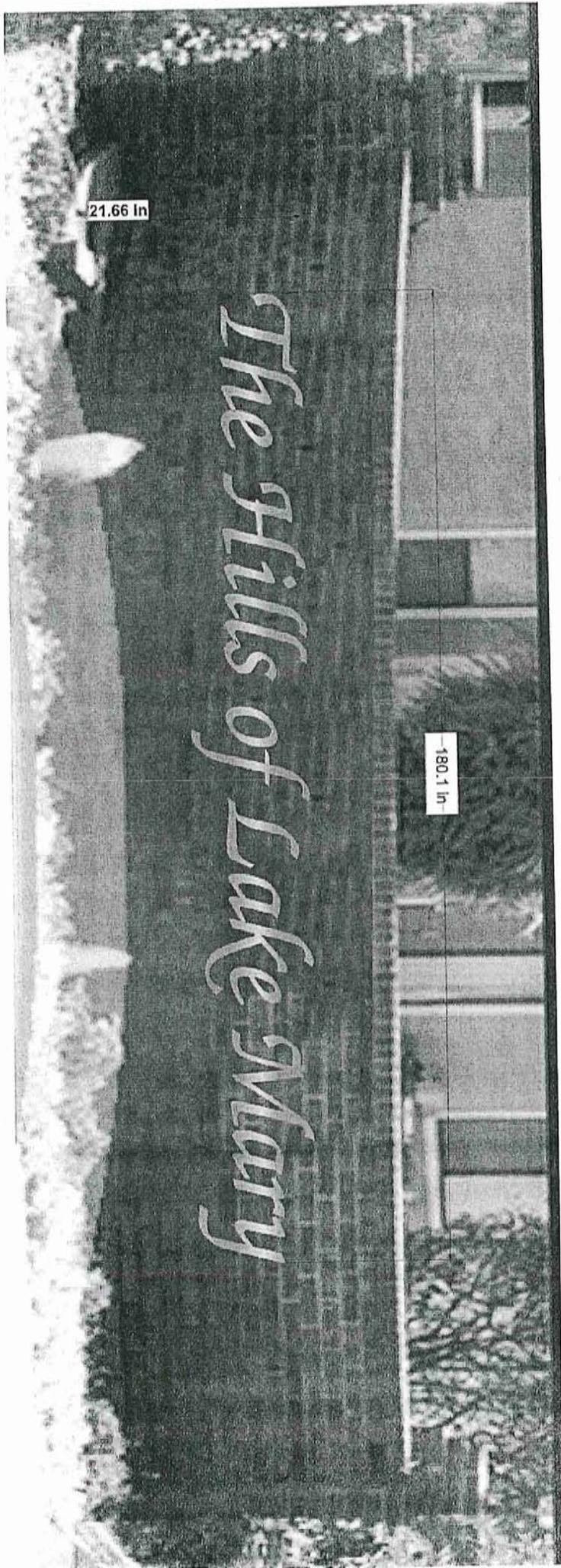
A service charge of 2% will be charged for past due balances.

PLEASE NOTE: Above pricing does not include installation, delivery, or permit unless otherwise specified. Do not assume any items not mentioned in this estimate are included.

Quote valid for 30 days.

We proudly invite you to visit our company at any time.





21.66 in

180.1 in

The Hills of Lake Mary



SignWay, Inc.
 P.O. BOX 195486
 Winter Springs, FL 32719-5486

Estimate

Date	Estimate #
2/19/2013	3130

Name / Address
Hills of Lake Mary HOA, Inc. c/o: Premier Property Mgmt of Central FL ATTN: Anita Roberts, LCAM 725 Primera Blvd., Suite 115 Lake Mary, FL 32746

Terms	Project
Net 15	

Description	Qty	Cost	Total
Polished Chemetal Letters mounted onto 1/4" thick black PVC backer and attached to the existing entry walls to replace the old lettering. Entire lettering area approximately 22" x 178" in size, similar to existing. Couldn't match existing font exactly, but chose a similar font. If bid approved, we can modify the font and the pricing will remain the same. There are two entrances with four walls total.	4	1,375.00	5,500.00
Removal of the old lettering and installation of the new lettering for each wall.	4	100.00	400.00
Job: The Hills of Lake Mary			

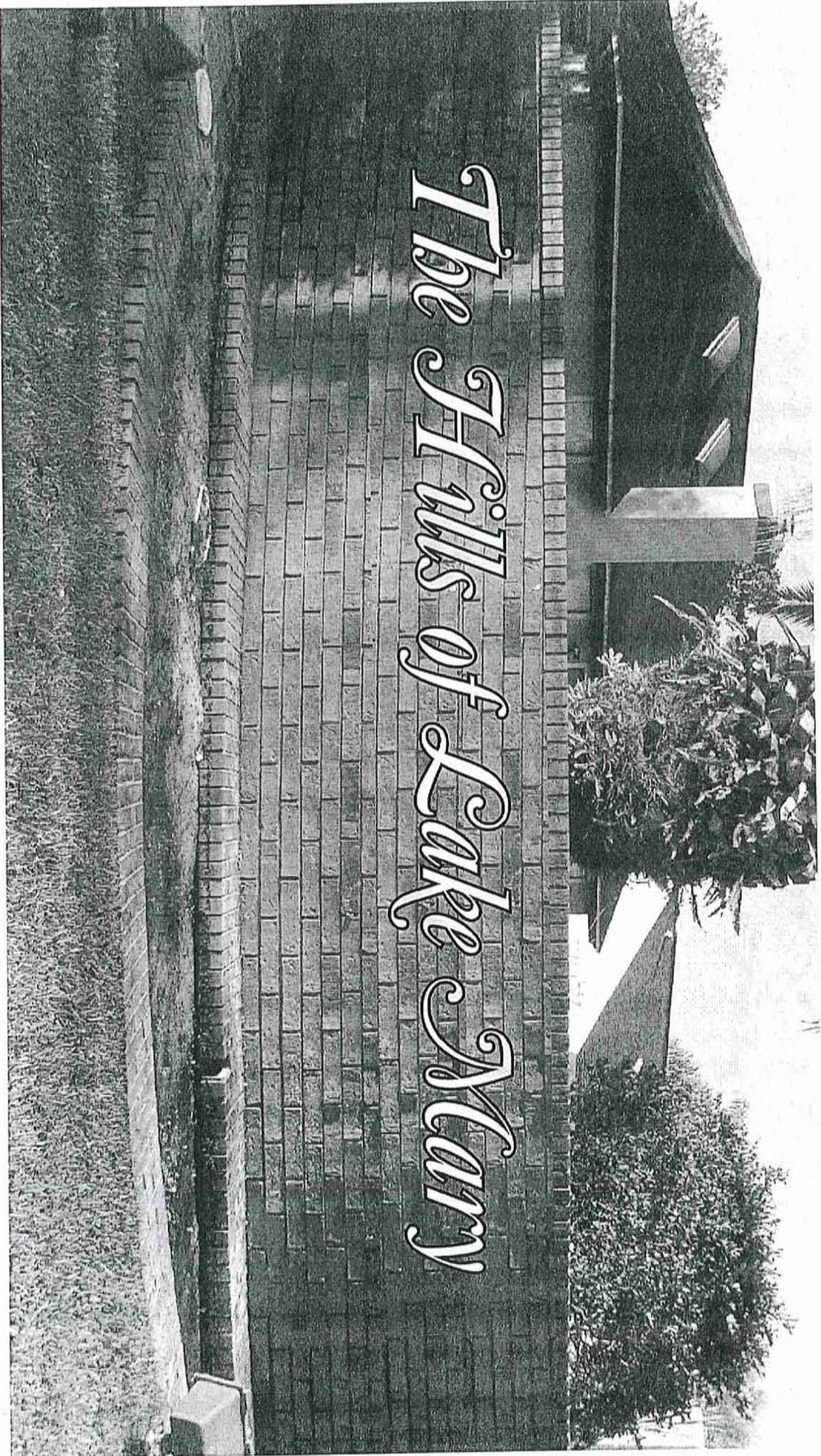
Subtotal	\$5,900.00
Sales Tax (6.0%)	\$0.00
Total	\$5,900.00

Above are standard prices and options for this product. Prices are subject to change.

Phone #	Fax #
407.696.7446	407.696.5599

Signature _____

The Hills of Lake Mary



Landscape Lighting Quotes



Proposal

February 20, 2013

To: Hills of Lake Mary HOA
c/o Premier Association Management
725 Primera Blvd., Suite 115
Lake Mary, FL. 32746

Attn: Lauren Holbrook
Phone: 407-333-7787
Email: anita.roberts@premiermgmtcfl.com
Lauren.holbrook@premiermgmtcfl.com

Proposal No: PEC-1

Payment Terms: Net Due Upon Receipt of Invoice

For the Sum of: One Thousand Four Hundred Ninety Five Dollars (\$1,495.00)
Sales Tax Exempt and Electrical Permit included.

Palmer Electric Company proposes to furnish all labor and material necessary to provide the electrical scope of work on this project. Our price is in accordance with the 2008 National Electrical Code, the Bid Documents, and the following qualifications:

Description: Lake Como Entrance Lighting

1. Remove and blank off any of the existing damaged up light fixtures.
2. Remove and blank off old column top fixtures.
3. Blank off existing ground junction boxes.
4. Furnish and install (2) 100 watt metal halide architectural flood light fixtures to illuminate each entry sign (four total fixtures).
5. Proposed fixtures to be mounted on a rigid Arlington post for maximum support and vandal resistance.

Exclusions: Palmer Electric assumes no responsibility for damages to underground obstructions and landscape, but will attempt to avoid damaging them. Palmer Electric Company has excluded any repairs to existing inoperable equipment, and systems that do not comply with Electrical codes, regulations, or specifications. Palmer Electric Company has excluded any utility in and out charges.

Time: All work is to be completed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday unless otherwise noted.

Insurance: All work will be performed under Palmer Electric Company's standard insurance coverage.

Other Terms and Conditions: Any or all persons, firms or corporations who execute this proposal, in addition to the customer, agree to become Guarantors for payment thereto and not Guarantors of collection, further agree to pay to Palmer Electric Company one and one-half (1-1/2) per cent per month service charge on the unpaid balance from time to time. In the event Palmer Electric Company shall refer this proposal to attorneys for collection, any and all persons, firms or corporations executing this proposal agree to pay a reasonable attorney's fee therefore and to pay all court costs or expenses incurred in the collection of this account.

The failure by the Customer to pay shall give cause for Palmer Electric Company to cancel all warranties and to cease work on the project until payment is made or other arrangements satisfactory to Palmer Electric Company are agreed upon. That any such cessation shall not constitute a breach of this Agreement by Palmer Electric Company. Until final payment, Palmer Electric Company specifically retains a security interest in any and all material whether installed in or becoming a part of any real property or otherwise, and Palmer Electric Company shall have the right to retake possession of any such merchandise or material and such retaking shall not be construed to be a waiver of Palmer Electric Company's lien rights or of any other remedy at law, in equity or otherwise.

Warranty: Palmer Electric Company guaranties its work to be free from defect for a period of one year from occupancy by the Owner, or final completion, whichever comes first. This warranty excludes re-used projects, lamps, items furnished by others, unauthorized service, negligent care, vandalism, lightning or other damages. The express warranties herein are in lieu of all other warranties and in no event shall Palmer Electric Company be liable for consequential damages.

If you have any questions, please feel free to call me at 407-646-8700 ext. 729 or you may e-mail me at chris.bach@palmer-electric.com

Thank you for the opportunity.

Chris Bach (H)

Chris Bach
Estimator

THIS QUOTATION IS VALID FOR 30 DAYS

This proposal will act as a legal binding contract and the work will not be scheduled until original is signed and returned to Palmer Electric Company. All work to be done in a neat and workman like manner in accordance with the best available practices and manufacturer's recommendations.

Accepted By Authorized Agent of the Company:

Date

Signature

Print Name

Anita Roberts

From: allphasesec@aol.com
Sent: Wednesday, February 13, 2013 8:04 PM
To: Anita.Roberts@premiermgmtcfl.com
Subject: Hills of Lake Mary Como Entrance.

Anita

First let me thank you for allowing APEC, Inc to look at your project.

I have done a site visit, and per our phone conversation the following is a proposal for the work listed.

The existing lights and wiring will be removed from both sides of the entrance. We will then run new conduit and wire from the existing panels on each side of the entrance. We will locate the new lights 2 on each side for a total of 4 lights to shine on the future entrance wall. The fixture will be 100 watt MH flood light fixtures and mounted to in ground light posts containing the wire. Installed flush to the mounting posts will be a GFCI outlet one on each side of the entrance. They can be used for convince and holiday lighting. We will control the entrance lights by time clock one on each side of the entrance.

All new conduit will be under ground and made of PVC,

Cost for a completed project is \$ 2,600.00 Please call with any questions or concerns. I have priced this project with lighting fixtures that will last and not be replaced every year.

Clay Garalde
All Phases Electrical Contracting, Inc.
407-275-6220
Fax: 407-275-9226

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.455 / Virus Database: 271.1.1/5600 - Release Date: 02/12/13 21:21:00

PROPOSAL
SMITHSON ELECTRIC, INC.
822 Eyrie Drive
Oviedo, Florida 32765
Phone: 407-365-8906
Fax: 407-365-7733

SUBMITTED TO: Hills of Lake Mary HOA
c/o Premier Property Management, Inc.
725 Primera Blvd., Suite 115
Lake Mary, Florida 32746
TELEPHONE: 407-333-7787
ATTN: Anita Roberts

DATE: 2/11/2013
JOB NAME: Lake Como Entrance Lighting
FAX: 407-333-7767
EMAIL: anita.roberts@premiermgmtcfi.com

WE RESPECTFULLY SUBMIT SPECIFICATIONS AND ESTIMATES TO:

Provide labor and materials for the following electrical repairs, improvements and additions.
Remove and dispose of existing damaged and deteriorated meter/main electrical panel.
Remove and dispose of existing broken and deteriorated sign; landscape and column light fixtures.
Provide electrical permit with local authority having jurisdiction.
Furnish and install (1) 100 amp single-phase 120/240 volt meter base with by-pass.
Furnish and install (1) 100 amp (main-breaker) 12/24 circuit outdoor (rain-tight) load center.
Furnish and install new electrical service grounding system.
Furnish and install (4) 18 watt LED flood fixtures (2 fixtures per sign monument wall) to illuminate sign monuments.
Deduct (\$591.00) to provide (4) 42 watt compact fluorescent fixtures instead of LED fixtures.
Furnish and install (4) 19" PVC 'Gard-n-Post' for fixture mounting.
Furnish and install (2) 20 amp GFCI protected receptacles with weather proof in-use covers for seasonal decoration power.
Furnish and install (1) 3/4" underground PVC raceway from new electrical service equipment panel to sign light fixtures.
Furnish and install (1) 3/4" underground PVC raceway extended from existing road crossing wiring to feed exit side lighting.
Furnish and install (2) 20 amp 120 volt lighting circuits from new electrical equipment to power new sign lights.

The following price is based on using the existing wire and raceway crossing the road (Lk Como). If wire and raceway or not usable please add this amount \$863.00 to the following price to: Provide (1) pneumatic bore across road and to furnish and install wire and raceway to restore power to exit side of entrance.

WE HERBY PROPOSE TO FURNISH LABOR & MATERIALS IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

FOUR THOUSAND EIGHT HUNDRED FORTY SEVEN (dollars) **\$4,847.00**

WITH PAYMENT TERMS AS FOLLOWS: BALANCE DUE IN FULL UPON COMPLETION
MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A COMPLETE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE BEYOND ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER IS TO CARRY FIRE, TORNADO AND ANY OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY INSURED WITH WORKERS COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE: David Blagg **DATE:** 2/11/2013

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HERBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. PRICE QUOTED IS VALID FOR THIRTY DAYS FROM THE DATE OF PROPOSAL.

DATE OF ACCEPTANCE: _____ **AUTHORIZED SIGNATURE:** _____

P.O. # _____ **JOB #** _____

Clean Up and Tree Removal



LANDSCAPE RENOVATION & IRRIGATION AGREEMENT

Website: masseyservices.com
 Email: customer@masseyservices.com

57920

SERVICE ADDRESS		BILLING ADDRESS		
Hill of Lake Mary HOA		AGENT'S NAME		
LAKE Como 146A		MAILING ADDRESS		
CITY, STATE, ZIP		CITY, STATE, ZIP		
HOME PHONE	BUSINESS PHONE	ROUTE #	GRID	EFFECTIVE DATE

INITIAL SERVICES

(Detail To Be Found On Attached Graph / Service Description)

SERVICE TYPE	GENERAL DESCRIPTION / INSTRUCTIONS	AMOUNT
Sodding	Peep: Removal of all Dead trees and plants,	\$750.00
Plugging	remove all plants under oaks and old Viburnums	
Top Dressing (Sand/Soil)	around Grape Myrtles, we are getting ready for	
Mulching	new plants and sod. Price to include Dump	
Preparation (Grading, etc.)	fees:	
Plant Installation		
Annuals Planting	Tree Trimming: Trim the (10) oak trees @ the	\$1750.00
Misc. Service	entrance by lifting them from the bottom, will	
Irrigation Installation	also help get light to plants and sod, also	
Irrigation Repair	diamond cut Canary Palm at Entrance and	
Irrigation Misc. Service	remove ferns. Price to include Dump fees.	
Amount Due		
Amount Remitted		
Balance Due Upon Completion		

MAINTENANCE SERVICES

Month	Service									TOTAL
Annuals										
Irrigation										
Other										
Initial										

TERMS & CONDITIONS

1. This service agreement is for the services indicated above and covers the areas identified on the Inspection Graph & Service Description.
2. This service agreement does not constitute a warranty against loss of plant material resulting from improper cultural habits, natural decline due to age, or adverse weather conditions such as drought, freezes or flooding.
3. Any guarantee is conditional upon the Customer maintaining our GreenUP service and following GreenUP's advice for mowing, pruning, watering, and other cultural corrections that may be made from time to time.
4. For any Maintenance Services, this agreement is for an Initial Period of twenty-four (24) months and will be ongoing thereafter unless cancelled by the Customer. MASSEY reserves the right to change prices after the Initial Period with advanced notice to the Customer.
5. **NOTICE TO BUYER:** You, the Buyer, may cancel this agreement within seventy-two (72) hours of execution by giving notice of cancellation to GreenUP. Do not sign this Service Agreement if blank. You are entitled to a copy of the Service Agreement at the time you sign.

Annual Maintenance Services	
5% Pre-Pay Discount	
Discounted Annual Charge	
AMOUNT REMITTED	
Initial Services	\$ _____
Annual Maintenance Services	\$ _____
TOTAL	\$ _____
<input type="checkbox"/> Cash	<input type="checkbox"/> Check _____ <input type="checkbox"/> Visa
<input type="checkbox"/> MC	<input type="checkbox"/> Discover <input type="checkbox"/> American Express
Account # _____	
Exp. Date _____	
Authorization _____	

CUSTOMER SIGNATURE _____ DATE _____ INSPECTOR SIGNATURE _____ DATE _____ GM APPROVAL _____ DATE _____

FEB-14-2013 10:25 FROM:

3219725993

TO: 4073337767

P. 1/2

Dillard's Irrigation & Repairs

For All Your Irrigation Needs

407-394-3360

INVOICE / PROPOSAL

Jerry

Irrigation Specialist

SUBMITTED TO	PHONE	DATE
<i>Premeir Mang.</i>		<i>2-13-13</i>
ADDRESS	JOB NAME	
<i>C/o Hills of LK-mary</i>		
	JOB LOCATION	
	<i>LK-COMO</i>	
	JOB PHONE	
DATE OF PLANS		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Removal of all plants, leaves and all debris from the front of LK-como to the end of the wall. \$1500.00

** Hills of LK-mary will supply trash container **

** With out trash container * \$1950.00*

(Was discussed with Mario on site. 2-12-13)

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF

DOLLARS (\$ _____)

PAYMENT TO BE MADE AS FOLLOWS _____

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____

SIGNATURE _____

SIGNATURE _____

RECEIVED
FEB 14 2013

Brick Wall Repair



VIKING MASONRY

P.O. BOX 470631
Celebration, FL 34747
Tel: (407) 383-0540
E-mail: VIKINGbiz@aol.com

PROPOSAL

To: Hills of Lake Mary Homeowners Association, Inc. February 28, 2013
Attention: Anita Roberts, LCAM
Email: Anita.Roberts@premiermgmtcfl.com
Project: Custom Brick Retaining Wall Demo & New Construction
Location: Hills of Lake Mary, Lake Como Drive, Lake Mary, FL 32746

MASONRY SCOPE:

Option A - Repair Damaged Brick Wall Section (45 linear feet)

1. Demolish and remove existing damaged brick sections approximately 45 linear feet
2. Design and layout of repair area – new installation
3. Horizontal joint reinforcing as required
4. #4 Rebar placement in masonry – material by VIKING
5. 1800 PSI cement cell fill
6. Drill and epoxy rebar as needed
7. Brick install - toothing install to match existing pattern
8. Mortar application for brick installation (color to match existing)

Option B - Reconstruct Entire Wall Section (69 linear feet include demo remaining wall)

1. Demolish existing wall section between support columns 69 linear feet
2. Design and layout of new brick reconstruction
3. Horizontal joint reinforcing as required
4. #4 Rebar placement in masonry – material by VIKING
5. 1800 PSI cement cell fill
6. Drill and epoxy rebar as needed
7. Re-align and re-install new brick - toothing install to match existing pattern
8. Mortar application for brick installation (color to match existing)

Included in ALL masonry installations-

1. Scaffold, materials and equipment for masonry installations
2. Clean up to designated jobsite area
3. Waste removal and transport

EXCLUDED:

1. Any site masonry not included in scope
2. Insulations or flashings
3. Damproofing and/or waterproofing
4. Landscaping, sod or irrigation replacement
5. Brick sealers, stucco or paint

GENERAL QUALIFICATION:

- VIKING Masonry, Inc. is not responsible for any work delays due to inclement weather.
- All inspections and permits by others. Permits are excluded – VIKING can provide a GC referral for permitting only. Cost to be determined.
- Payment: A deposit of 35 % of the total price required at the project start (prior to delivery of materials & equipment) and final payment is due upon completion of the masonry scope.
- Due to the accessibility of raw materials, prices included in this Proposal are valid until April 30, 2013 and any material price increases after said date may be additional.

BASE BID PRICE: *Any additional work requested by the Property Manager/Owner after the project start requires a revised written Proposal signed by both parties listing the additional work and approved pricing. The revised Proposal will be deemed a Change Order terms to comply with the terms of the original Proposal.*

Masonry Scope Options:

Option A - Repair Damaged Brick Wall Section (45 linear feet)	\$5,711.00
Option B - Reconstruct Entire Wall Section (69 linear feet)	\$9,572.90

Masonry scope pricing includes any applicable sales tax

Includes preferred client Premier Management referral discount on labor

Par Westman

Par Westman
VIKING Masonry Inc., President

Anita Roberts, LCAM
Community Association Manager

*This Proposal is only valid upon execution by the authorized signatures above *

Landscape Bid Proposals



LANDSCAPE RENOVATION & IRRIGATION AGREEMENT

Website: masseyservices.com

57919

Email: customercare@masseyservices.com

SERVICE ADDRESS		BILLING ADDRESS	
Hills of Lake Mary Hoa		AGENT'S NAME	
CUSTOMER NAME		MAILING ADDRESS	
Lake Como / 46A.		CITY, STATE, ZIP	
PROPERTY ADDRESS		ROUTE # GRID EFFECTIVE DATE	
CITY, STATE, ZIP			
HOME PHONE	BUSINESS PHONE		

INITIAL SERVICES

(Detail To Be Found On Attached Graph / Service Description)

SERVICE TYPE	GENERAL DESCRIPTION / INSTRUCTIONS	AMOUNT
Sodding	Remove and Install new St. Augustine Soil	\$6495.00
Plugging	to the front Entrance. Price includes Roundup and	
Top Dressing (Sand/Soil)	Installation 9552 Sq. Ft @ .68	
Mulching		
Preparation (Grading, etc.)	Install (3) 30 gallon Ligustrum trees @ 245.00 (6x6)	\$735.00
Plant Installation	Install (45) 3 gallon Sweet Viburnums @ 16.30	\$733.50
Annuals Planting	Install (48) 1 gallon Flax Lily @ 7.10	\$340.80
Misc. Service	Install (250) 1 gallon Jasmine @ 6.00	\$1500.00
Irrigation Installation	Install (100) 1 gallon Blue Daze @ 6.00	\$600.00
Irrigation Repair	Install (16) 3 gallon Loro Pedalums @ 16.30	\$260.80
Irrigation Misc. Service	Install (20) yards to Front Entrance of Pinebank @ 65.00	\$1300.00
TOTAL PLANTS = \$5470.10		
		Amount Due
		Amount Remitted
		Balance Due Upon Completion

MAINTENANCE SERVICES

Service	Month									TOTAL
Annuals										
Irrigation										
Other										
Initial										

TERMS & CONDITIONS

- This service agreement is for the services indicated above and covers the areas identified on the Inspection Graph & Service Description.
- This service agreement does not constitute a warranty against loss of plant material resulting from improper cultural habits, natural decline due to age, or adverse weather conditions such as drought, freezes or flooding.
- Any guarantee is conditional upon the Customer maintaining our GreenUP service and following GreenUP's advice for mowing, pruning, watering, and other cultural corrections that may be made from time to time.
- For any Maintenance Services, this agreement is for an Initial Period of twenty-four (24) months and will be ongoing thereafter unless cancelled by the Customer. MASSEY reserves the right to change prices after the Initial Period with advanced notice to the Customer.
- NOTICE TO BUYER:** You, the Buyer, may cancel this agreement within seventy-two (72) hours of execution by giving notice of cancellation to GreenUP. Do not sign this Service Agreement if blank. You are entitled to a copy of the Service Agreement at the time you sign.

Annual Maintenance Services	
5% Pre-Pay Discount	
Discounted Annual Charge	
AMOUNT REMITTED	
Initial Services	\$ _____
Annual Maintenance Services	\$ _____
TOTAL	\$ _____
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Visa	
<input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> American Express	
Account # _____	
Exp. Date _____	
Authorization _____	

CUSTOMER SIGNATURE _____ DATE _____ INSPECTOR SIGNATURE _____ DATE _____ GM APPROVAL _____ DATE _____



Division of Kwik Kerb Design, LLC
185 Humphrey Road
Lake Mary, FL 32746
407-687-6600 / 866-528-5372 / Fax 407-321-6349

COMPREHENSIVE LAWN MAINTENANCE
(Mowing, Trimming, Edging, Annuals, Tree Pruning)

*Decorative Concrete Curbing - Landscape Design - Sod, Rock & Mulching Service - Landscape Lighting
Brick Paver Patios, Walkways & Decks Concrete Stamping Concrete Overlays Irrigation Work*

Founded in 2006 by Lake Mary and UCF graduates Kyle and Ryan Bono, Landscapes of Florida specializes in residential and homeowner association lawn maintenance. Our business has been built on providing superior customer service at very competitive prices. We are fully licensed and bonded with a one million dollar liability policy in which you would be named as additional insured.

The Hills of Lake Mary

Landscaping Proposal

Scope of Work

Price includes – all plant material, sod, and pine bark with delivery and installation
Price also includes removal of all dead and unwanted plant material

PLANT MATERIAL

- (6) Crape Myrtle 30 gallon
- (4) Crinum Lilly 30 gallon
- (4) Holly 30 gallon
- (40) Viburnum 7gal
- (100) Flax lilly 1 gal
- (20) Double Knockout roses 3gal
- (100) African iris 1gal
- (40)Trinettes 3 gal

SOD

Removal of all dead sod with installation of new St. Augustine turf
Sod areas include: both front entrances as well as turf between sidewalks and road along Lake Como

PINE BARK

Installation and delivery of pine bark nuggets for new entrances

Project Cost \$14,315.00

Deposit \$8,000.00

Benefits of Landscapes of Florida

- * We are a **customer first, service oriented, satisfaction guaranteed** company.
- * Direct contact 24/7 with owners, no middle man contact necessary.
- * Owners will be on-site to provide high quality service.
- * 12-24 Hour turnaround for emergency or problem solving.
- * Local small family business based in Lake Mary, Florida
- * Professional, knowledgeable, friendly staff

Landscapes of Florida Guarantees

- * All work will be performed in a timely and professional manner
- * To maintain your property to the highest quality in the industry.
- * To provide you with the best customer service in Central Florida.
- * To provide weekly reports for ground maintenance services.
- * To provide an open policy with management and encourages feedback on a regular basis.
- * ***That any damaged caused by our Equipment, Staff, or Pest Control Contractor will be paid for by Landscapes of Florida, and all issues will be handled directly through Landscapes of Florida.***

Presented by: LANDSCAPES OF FLORIDA

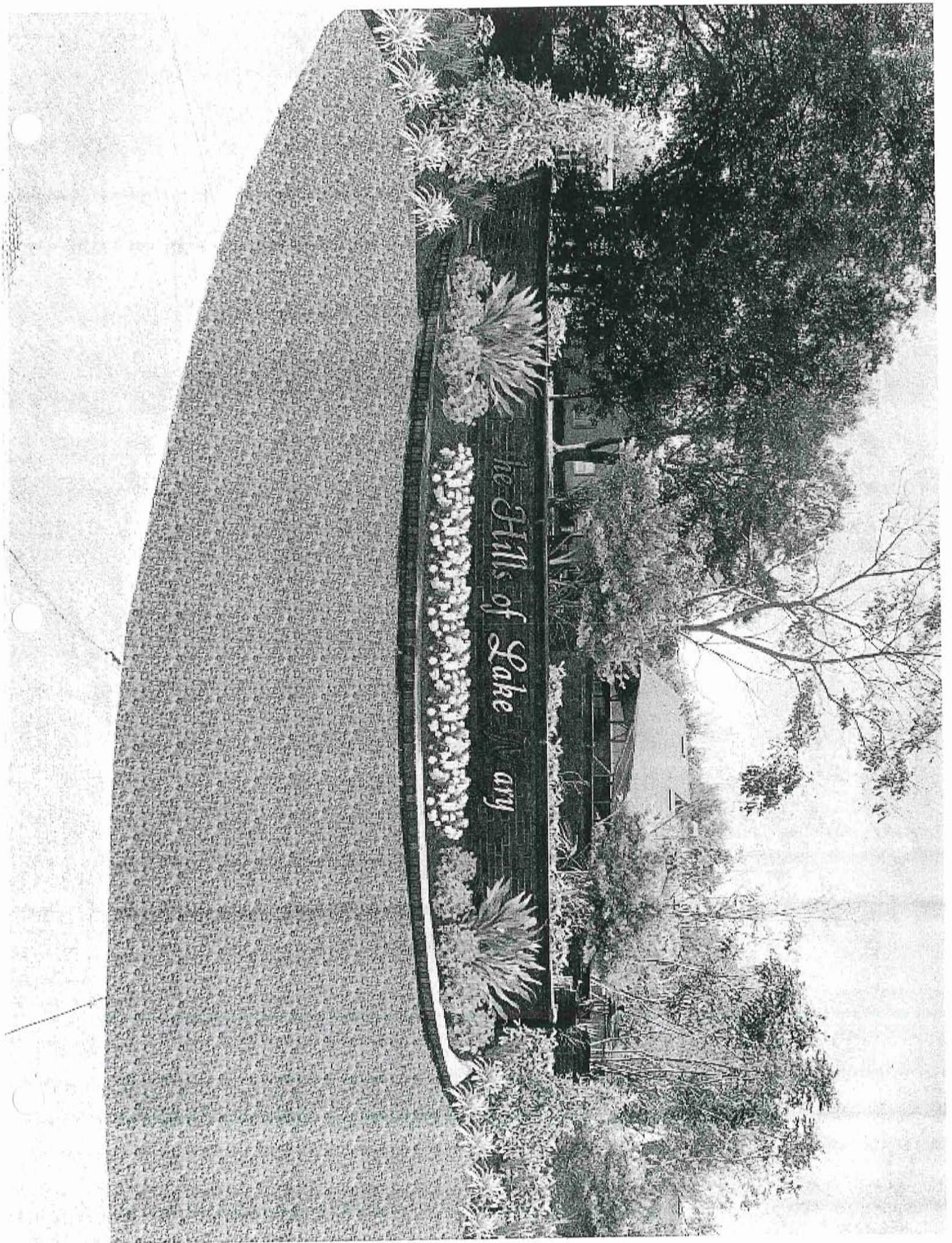
Accepted by: _____

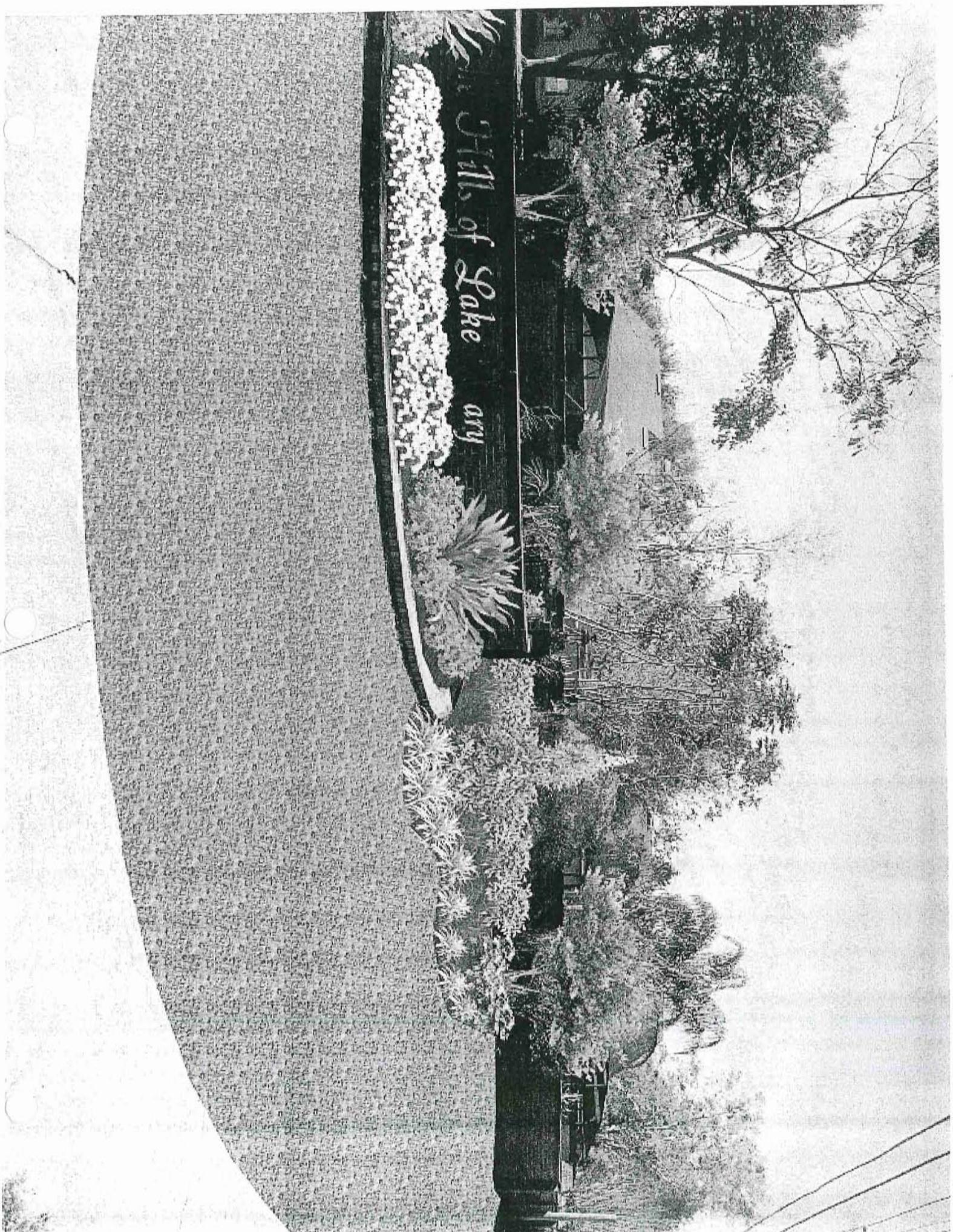
Kyle B. Bono 1/30/13

President Date

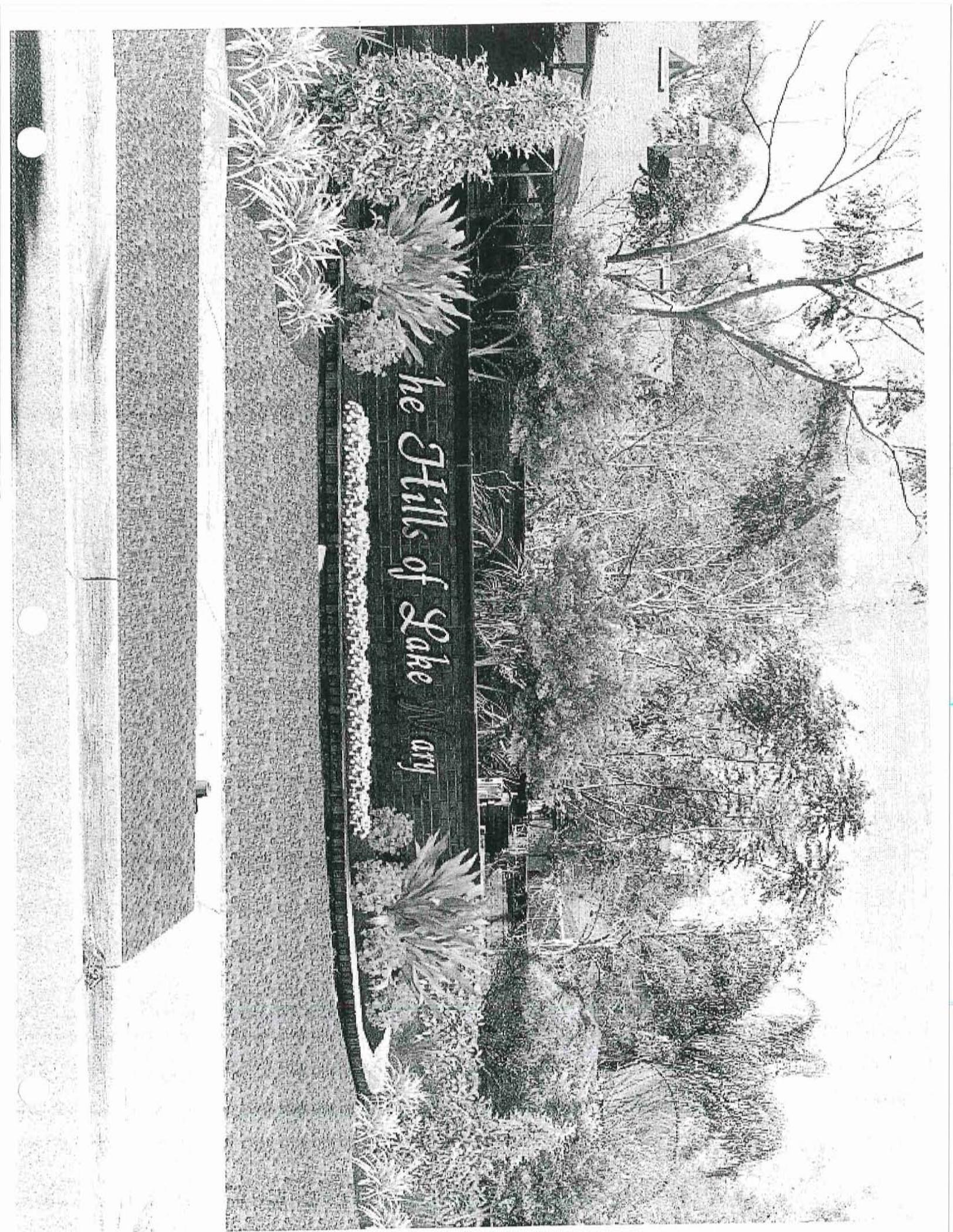
HOA President Date

Landscapesofflorida.com





The Hills of Lake Mary



BLADE RUNNERS

COMMERCIAL LANDSCAPING, INC.

199 N. GOLDENROD RD, STE B, ORLANDO, FL 32807
 TEL. 407.306.0600 FAX. 407.306.0500

Estimate

Date	Estimate #
1/28/2013	804

Name / Address
Hills of Lake Mary HOA Premier Property Management of CF, Inc. 725 Primera Blvd. Suite 115 Lake Mary, FL 32746

Project

Description	Qty	Cost	Total
Install 4 holly bushes installed on each side of entrances	4	140.00	560.00
Install 4 ligustrum trees installed on each side of the entrances	4	400.00	1,600.00
Install 1 canary island date palm 10' trunk	1	2,500.00	2,500.00
Install 600 jasmines installed on each side to fill in blank areas	600	5.00	3,000.00
Install 150 arboricolas install on side to fill in with color	150	12.00	1,800.00
Install 150 lorapetalums install on each side to fill in with color	150	12.00	1,800.00
Install 50 viburnums install behind park benches for color	50	21.00	1,050.00
Install 19 pallets of sod	19	250.00	4,750.00
Install 20 Hawaiian ti's install behind park benches for color	20	15.00	300.00
Install 100 bromeliad (1 gal) to fill in missing ones	100	18.00	1,800.00
Removal of all sod, unhealthy /dead plants, trees, weeds, pruning, and trimming of remaining and installed plants		1,000.00	1,000.00
Irrigation costs to be determined, irrigation technician cost is \$35.00 per hour + parts.			

Thank you for your time and your careful consideration of our proposal.	Total	\$20,160.00
Acceptance of Estimate - The above prices, specifications are satisfactory and are herby accepted. Blade Runners Commercial Landscaping Inc. is authorized to do the work as specified.	Approval Signature	



Markham Woods Landscaping, Inc.

28748 CR 46A
 Sorrento, FL 32776

Estimate

Date	Estimate #
2/18/2013	1771

Name / Address
The Hills of Lake Mary

Project

Description	Qty	U/M	Rate	Total
Canary Island Date Palm (9' to 10' of Clear Trunk)	1	ea	4,300.00	4,300.00
Ligustrum Tree 6' to 7' height	2	ea	250.00	500.00
Crape Myrtle tree 7' height	4	ea	50.00	200.00
Bird of Paradise Orange 3 gallon	4	ea	40.00	160.00
Viburnum Odoratissimum 15 gallon	8	ea	50.00	400.00
Hibiscus 3 gal	60	ea	11.00	660.00
Aztec grass 1 gal	180	ea	4.00	720.00
Gold Mound Duranta 3 gal	250	ea	10.00	2,500.00
Tri-Color jasmine 1 gal	50	ea	4.00	200.00
Pallet of Sod (400 sq. ft.)	9	ea	250.00	2,250.00
Mulch	30	CuYrd	40.00	1,200.00
potting soil (yards)	2	ea	40.00	80.00
Annual Flowers	300	ea	1.25	375.00
Irrigation Retro	1	ea	500.00	500.00
prep	1	ea	900.00	900.00

Total

Phone #	Fax #	E-mail
407-832-3760	352-383-0694	sales@markhamwoodslandscaping.com



Markham Woods Landscaping, Inc.

28748 CR 46A
 Sorrento, FL 32776

Estimate

Date	Estimate #
2/18/2013	1771

Name / Address
The Hills of Lake Mary

Project

Description	Qty	U/M	Rate	Total
<p>Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.</p> <p>PAYMENTS: 50% retainer before the job is scheduled and the remaining amount to be disbursed upon completion of work outlined above.</p> <p>Submitted by: _____ Date: _____</p> <p>Accepted by: _____ Date: _____</p> <p>ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.</p>			0.00	0.00

			Total	\$14,945.00
--	--	--	--------------	-------------

Phone #	Fax #	E-mail
407-832-3760	352-383-0694	sales@markhamwoodslandscaping.com



The Hills of Lake Mary

PROJECT

THE HILLS OF LAKE MARY

TRUGREEN LandCare®

BEFORE

ENTRY SIDE



PROJECT

THE HILLS OF LAKE MARY

TRUGREEN LandCare

AFTER

ENTRY SIDE

**Projected Budget
&
Action Plan Timeline**

Hills of Lake Mary
Lake Como Entrance Budget

INCOME:

Special Assessment 96,300.00

Total Income **96,300.00**

EXPENSES:

Brick Wall Replacement 5,711.00

Electrical Repairs/Replacement 2,600.00

Signage 3,000.00

Irrigation 1,636.00

Landscape / Sod Replacement 11,965.00

Clean Up 750.00

Tree Trimming 1,750.00

Acquisition of Entrance 83,444.00

Total Expenses **110,856.00**

Hills of Lake Mary
Action Timeline for Maintenance

- April Clear property and prep all areas for sod
 Install and repair existing irrigation
 Repair brick wall
- May Install signage on wall
 Plant St. Augustine grass in the entrance
 Add plant material to the existing beds
 Install Landscape Lighting
- June Trim trees along Lake Como entrance
 Add plant material along entrance into the community

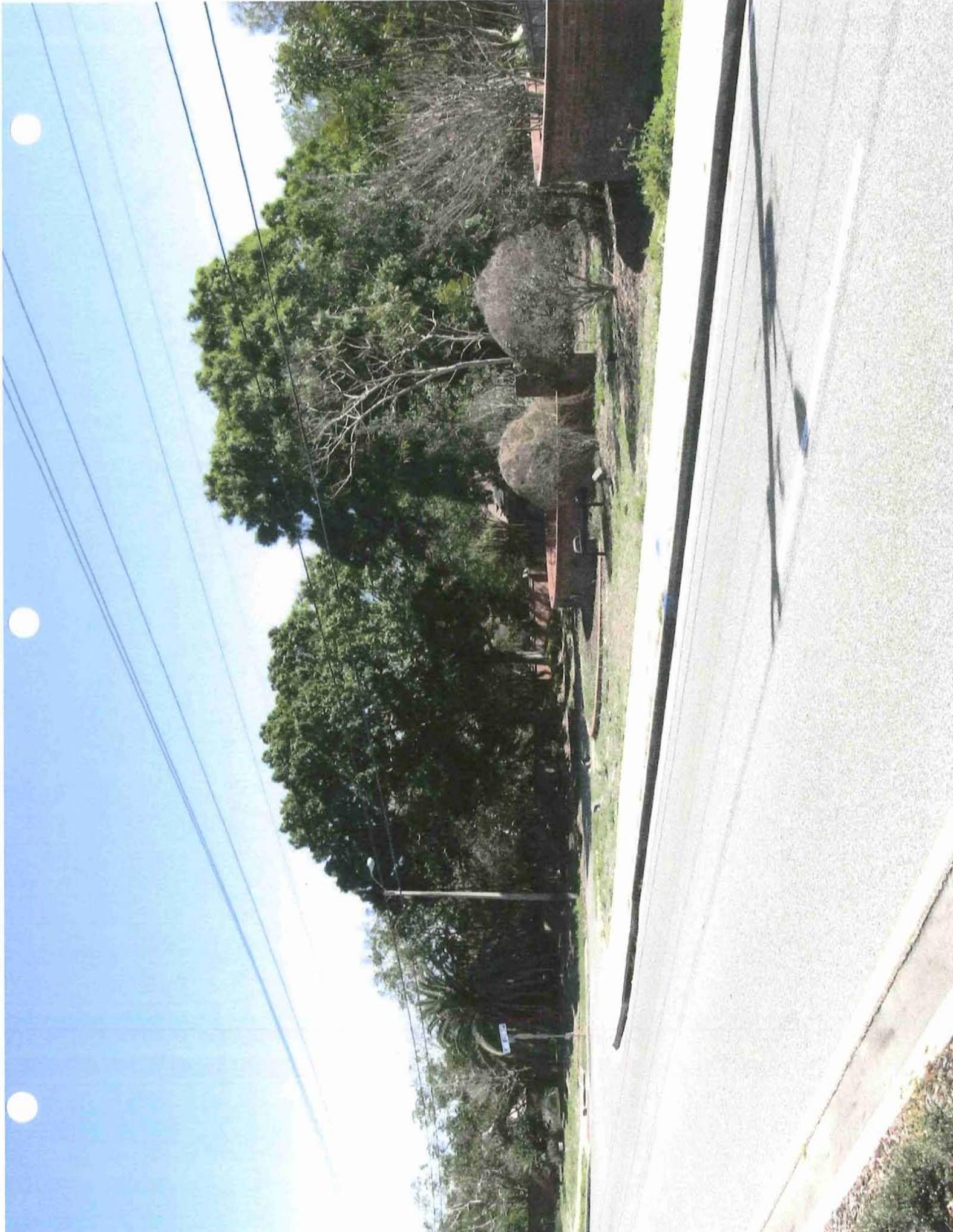
All items are subject to funding by the City of Lake Mary. The Board has hired a landscaping company to maintain the entrance landscaping by mowing weekly, keeping all beds free of weeds, treating plant material with proper chemicals to keep plants free of disease and insects, and irrigating the areas in accordance to the watering restriction set forth by the City of Lake Mary and St. Johns Water Management District.

Current Photos of Lake Como Entrance



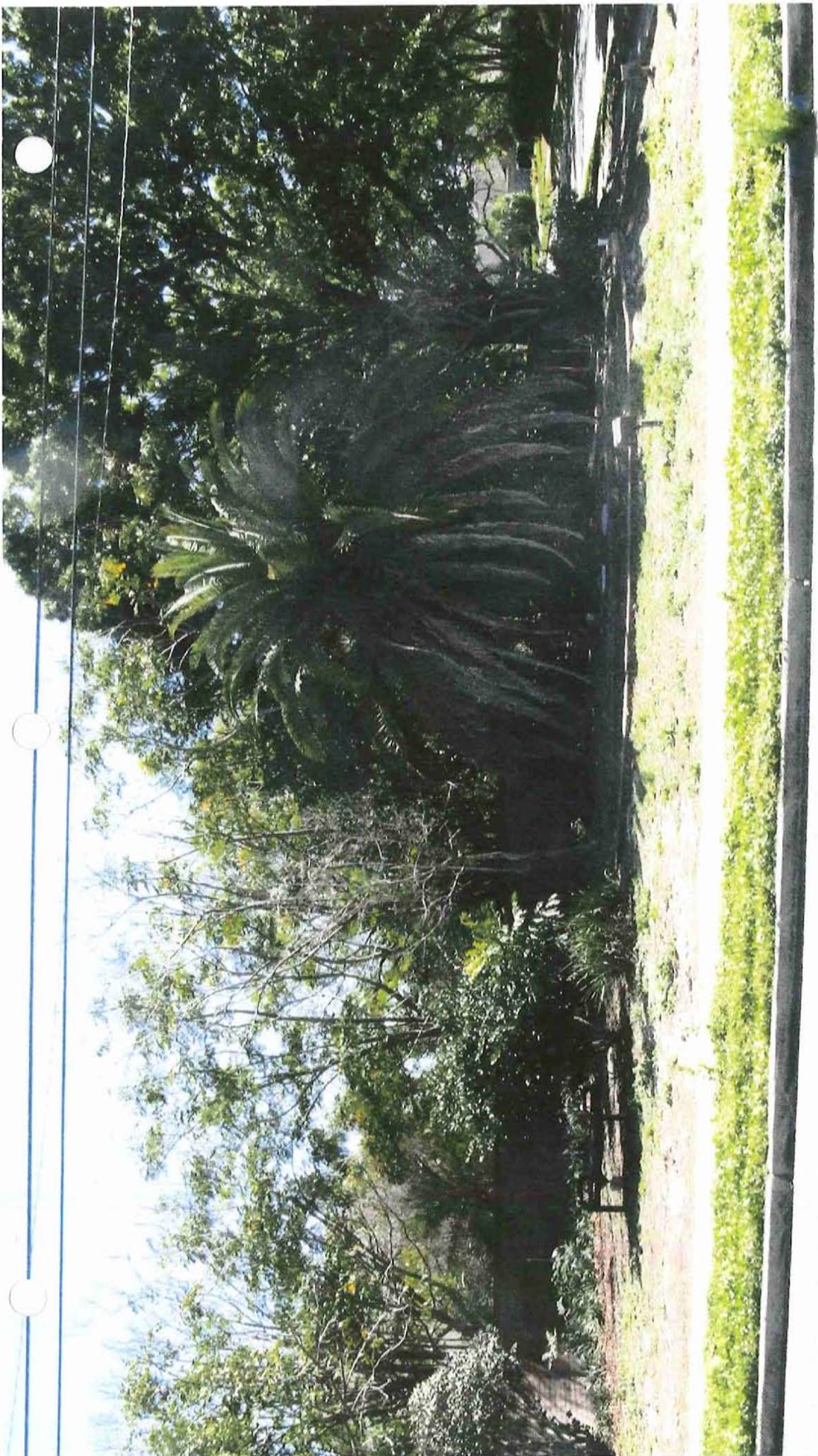
The Hills of Lake

Blue sign with white text









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Board Meeting Minutes

Hills of Lake Mary Homeowners Association, Inc.
Board Meeting
Minutes from January 3, 2013

The Hills of Lake Mary Homeowners Association Board of Directors meeting was called to order at 6:30 pm at 260 N. Country Club Road, Lake Mary, Florida at the Lake Mary Events Center, and a quorum was established with the following Board members present: Jim Kingsland, Dennis Roehrich, Mario Pietrucci, Linda Moss, Lynne Fitzgerald, and Terry Finley. Ralph Lopresti was not in attendance. The meeting notice is posted at the front entrances on the permanent sign. Anita Roberts represented the management company. There was one homeowner in attendance.

Review and Approve Minutes:

1. The minutes of the December 5, 2012 Board meeting were reviewed. Linda Moss moved to approve the minutes as presented. Terry Finley seconded the motion which carried unanimously.

Treasurer Report:

1. Jim Kingsland reviewed the December 31, 2012 financial statement.
2. The income and expenses were reviewed for the month.
3. Discussion was held on the Special Assessment and collection efforts with the owners. Several owners have requested payment arrangements which have been granted.
4. Discussion was held on the Aged Owner Balance Report. The Collection Agency has received all information with regards to the collection accounts and will begin the collection efforts. Management inquired about the accounts that have pending legal action and Linda Moss motioned to move all existing accounts to Larsen and Associates for collection. Terry Finley seconded the motion which carried unanimously.

A telephone conference took place with Tom Slaten, Association Attorney and the Board of Directors with regards to the Lake Como Entrance. Discussion was held on setting a closing date for the sale of the property and Mr. Slaten will contact Mr. Roy to discuss the final offer and set a closing date by January 31, 2013. Discussion was then held on the Lake Como Entrance and Terry Finley moved to use \$30,000.00 from the Money Market Account to provide additional funds for the purchase of the property. Linda Moss seconded the motion which carried unanimously by the Board. Terry Finley then moved to have Tom Slaten, attorney, to contact Mr. Roy to accept the offer for the purchase of the Lake Como Entrance in full (\$80,000.00) by January 7, 2013. Linda Moss seconded the motion which carried unanimously.

Management Report:

1. Discussion was held on the City of Lake Mary Beautification Enhancement Grant Program. Management reviewed the criteria for applying to the City for the grant funding and a committee was set with Mario, Terry, Linda, Lynne, and Jim. Linda Moss will be the Project Manager for the project. The committee will meet on Tuesday, January 08, 2013 to work on the grant application. Linda Moss motioned to present an application to the City of Lake Mary for the beautification grant for the Lake Como Entrance Project. Terry Finley seconded the motion which carried unanimously.

Committee Reports:

Grounds and Maintenance:

1. Management reported landscape bid proposals have been sent to landscaping companies for maintenance of the common areas.
2. Management reported the irrigation leak along 46-A was repaired during the month and the irrigation appears to be working at this time.

Architectural Control Committee:

1. There were no applications presented for review at this time.

Violation Committee:

1. There was no Hearing Committee prior to the meeting.

Website:

1. Dennis Roehrich reported on the status of the membership registrations and usage of the website.

Unfinished Business:

1. Mario Pietrucci reported on the Lake Como entrance. A conference call was held with attorney Slaten and he will send a letter to Mr. Roy to accept the offer the week of December 10th. Once the offer has been accepted a title search will be done and then the closing would be set for late January / early February.

New Business:

1. The Management Contract with Premier Association Management was presented for review. Linda Moss moved to accept the contract with Premier Association Management for 2 years with no increase in the second year. Lynne Fitzgerald seconded the motion which carried unanimously.

President's Comments:

1. Mario thanked the Board for attending the dinner on December 19th as well as Premier Association Management.

Open Forum:

Linda Moss reported she and Lynne Fitzgerald will purchase decorations for both entrances prior to the next holiday season.

The next meeting is scheduled for Wednesday, February 6, 2013 at the Lake Mary Senior Center at 6:30 pm.

There being no further business to discuss, Linda Moss motioned to adjourn the meeting at 7:54 pm. Dennis Roehrich seconded the motion which carried unanimously.

Prepared by management for: Linda Moss, Secretary

Linda Moss
1/8/13



ANITA ROBERTS
MY COMMISSION # EE 007311
EXPIRES: August 5, 2014
Bonded Thru Budget Notary Services



CITY OF LAKE MARY

FIRST STEP MEETING SYNOPSIS

Date of Meeting: 2/12/13

Applicant: Hills of Lake Mary

Address of Proposed Project: Lake Como Entrance

Project Description: Restoration and acquisition of entrance at Lake Como

First Step Staff in Attendance:

Building: JL

Comm. Dev.: SN/GS/JO

Fire:

Police:

Public Works: BP

Other:

Comments:

The land was purchased in mid-January. The fountains will be removed. Approx. cost of wall repair is \$9,000. Approx. cost of irrigation repair is \$2,200. Approx. cost of clean-up and to "re-haul" the entrance is \$35,000. Will be asking for more than \$5,000.

****THE INFORMATION PROVIDED IS MEANT AS A GUIDE AND DOES NOT CONSTITUTE APPROVAL. ADDITIONAL INFORMATION, WHICH MAY NOT HAVE BEEN DISCUSSED AT MEETING, MAY BE REQUIRED DURING PLAN REVIEW PROCESS ****

Draft

1
2 VIII. New Business
3

4 Hills of Lake Mary Neighborhood Beautification Grant
5

6 Mr. Nipe introduced Steve Noto, from our Community Development Department, along with
7 Gary Schindler and John Omana. Mr. Nipe stated that they are heading up a grant program
8 that allows subdivisions to improve common property.
9

10 Mr. Noto took the stand and gave some history regarding the new item on the agenda. Late
11 last year staff was directed by Commission and administration to create a neighborhood grants
12 program. The purpose of the grant is for our local neighborhoods to apply to the City for grant
13 funding to enhance portions of their communities. That would include land owned by HOA's,
14 entry features, and internal tracts to subdivisions that have fallen in disrepair or are heading in
15 that direction.
16

17 The item that is presented is the very first applicant/project to make it to this stage of the
18 process. Mr. Noto presented the board with a little more history regarding the Hills of Lake
19 Mary. He mentioned that over four years ago there was a car accident on the eastern side of
20 their eastern most entrance at Lake Como Drive. Mr. Noto displayed a map of that area
21 showing where the car accident occurred.
22

23 Since the accident the brick wall, fountain and landscaping all fell into disrepair. The reason it
24 stayed that way for so long was because it was uncovered that someone other than the HOA
25 owned that property. It was owned by a lawyer somewhere and stayed that way for so long
26 because of what occurred between that party and the HOA. That is part of the reason that this
27 project is so expensive, it's because of land acquisition.
28

29 The project perimeters are outlined in the staff report. Mr. Noto commented that they created
30 this program from scratch, using the City of Orlando, Orange County, Seminole County and
31 other cities as a basis for how they created the program.
32

33 The Parks Boards action will be to recommend to the City Commission for final approval. The
34 only real item that is up for major discussion is that staff has is to recommend up to a
35 maximum grant of \$5,000.00. The applicant, due to the cost is asking for the full grant amount
36 of \$25,000.00. That is the amount of money that City Commission said last year is available
37 every fiscal year for funding. Staff can only recommend \$5,000.00. The Parks Board in
38 making their recommend to City Commission, can recommend the full \$25,000 as requested
39 by the applicant, or the \$5,000 as recommended by staff, or they can recommend somewhere
40 in between. City Commission will make their final determination at the next Commission
41 meeting next month.
42

43 It is noted that Diana T. Adams, Administrative Assistant, transcribed:
44

45 Mr. Noto put a smaller version of the larger landscape plan on the overhead projector, which is
46 included in the agenda packet. This outlines what they are going to do as far as planting
47 materials in rehabbing the site and the general area. Also included in the agenda packets are
48 estimates from contractors to repair the brick wall and do some other improvements to the

1 area as part of the whole grant program. The Community Development staff and the Parks
2 staff were very helpful in making sure that what was proposed is adequate/appropriate for the
3 redevelopment project. So, from a planting perspective, Community Development staff and
4 Parks staff ensure that what is being proposed from a plant perspective is fine for this project.
5 Mr. Noto informed the Board that the Applicant is here this evening representative of the
6 property management company and, he thought, some folks from the Homeowners
7 Association, if the Board had any specific questions for them. He said, staff, of course, is
8 available for questions as well, and, as I mentioned, we are recommending approval of this
9 project to the City Commission; \$5,000 in grant funding, which is the max allowed through the
10 Neighborhood Beautification Grant Program.

11
12 Mr. Noto concluded his presentation by saying that he would be happy to take any questions
13 from the Board.

14
15 Member Buck questioned, who collected money from the insurance company?

16
17 Mr. Noto answered, I don't have that information. I would ask that the HOA could probably
18 expand on that.

19
20 Chairman Williamson requested the Applicant come forward and address the Board.

21
22 Gina Holbrook, Applicant, with Premiere Association Management, 725 Primera Boulevard,
23 Lake Mary, Florida 32746, came forward. She stated, I am the property manager for Hills of
24 Lake Mary. Back when the accident happened, the Association insured the property, as they
25 had for almost 20 years. In the midst of getting a well replaced, the contractor was notified that
26 – the police showed up and there was going to be a trespass against the property. Mr. Roy,
27 the owner of the property, who is the attorney, subpoenaed our insurance company and they
28 approved providing him with the money for the insurance company. We did send a letter
29 explaining the situation. They still provided him with the funds. He has, obviously, done
30 nothing with the insurance company to benefit the association, so there are no insurance
31 proceeds at this time for that that the Association can collect.

32
33 Member Buck asked, how come the Association never ended up with it in the first place?

34
35 Ms. Holbrook responded, the initial developer filed bankruptcy, so all of his assets were put,
36 basically, on the courthouse steps. This gentleman -- part of what he does for a living is go out
37 and buy parcels that belong to associations; that the intent, of course, is to go to the
38 homeowner association -- he pays \$10. For this particular parcel, he paid \$10. He owned
39 several at the time in The Hills of Lake Mary. That is how he acquired them, was through a tax
40 sale from the developer.

41
42 Member Miller questioned, does he still own other properties in The Hills of Lake Mary?

43
44 Ms. Holbrook replied, I believe we -- no. All of it was obtained during the recent.....

45
46 Member Buck asked, but he benefited from y'all maintaining it over the years?

47

1 Ms. Holbrook answered, correct. We approached him several years ago about doing a
2 transfer because that was the right thing and that was the intent of the initial developer, was for
3 it to be a part of the association property. The other entrance – we have two main entrances.
4 The other entrance has always been deeded to the Association. So, that was never a problem
5 and we have been maintaining that all along. The other one, of course, in all of this – we have
6 kind of had an unwritten agreement with him over the years that we would maintain it and
7 insure it because he wanted to sell it for 3, 4 or \$500,000; the number changes depending on
8 the day of the week. So, it certainly was not feasible for the Association to special assess for 7
9 or \$800,000 and we have never had this issue, so we just kind of maintained it and collected
10 assessments for it until now.
11
12 Member Buck questioned how big is that property, what would the City zone that for, and if the
13 guy wanted to sell it, what could he have sold it for.
14
15 Ms. Holbrook responded, it is not really buildable according to our attorney. So, it would be
16 just basically unused land. I don't know that the City would ever issue a permit to put anything
17 there and it is really not large enough for anything.
18
19 Mr. Noto added, as you can see on the overhead -- this was provided to us from the Applicant
20 and it is accurate. That is a tract that is meant for an entry feature, period.
21
22 Member Buck commented, so, he took you guys to the cleaners.
23
24 Member Miller asked, if the grant request is \$25,000, have you collected all of the special
25 assessment of \$96,300?
26
27 Ms. Holbrook replied, we have not. To date, we are still owed about \$16,000 and we have, of
28 course, several foreclosures. So, there are various reasons why some of that has not been
29 collected.
30
31 Member Miller questioned, how do you anticipate finishing the project if you have a shortfall of
32 \$14,000, plus you have \$16,000 that you haven't collected? She said, potentially, this budget
33 – you have a need for an additional \$5,000 even if we were to approve the \$25,000.
34
35 Ms. Holbrook answered, correct. We had a surplus last year of \$7,000 for the Association on
36 expenses in anticipation for this project. So, we have put that money aside.
37
38 Member Miller asked, were there competitive bids for all items other than the \$83,000?
39
40 Ms. Holbrook responded, yes. I believe we got four total for all of the project, for everything.
41
42 Member Sebald questioned, your budget meets the – your quotes that you got from the
43 vendors?
44
45 Ms. Holbrook replied, we based the special assessment to the homeowners based on the cost
46 of those.
47
48 Member Swinski asked, does the other person still own the property?

1
2 Ms. Holbrook answered, we finally, over almost 20 years, negotiated down to \$83,000.
3
4 Member Miller questioned, how many other applicants are there for the grant money this year
5 and what happens to the grant money if it is not spent in this fiscal year?
6
7 Mr. Noto responded, it is a new program so I anticipate that if no money is spent by the end of
8 this fiscal year, the \$25,000 will carry over; however, if only part of the \$25,000 is spent, I
9 believe it is our anticipation that only \$25,000 will be available next year.
10
11 Member Miller asked, so it is not really rolling over?
12 Mr. Noto replied, correct. Right.
13
14 Member Miller questioned, so what is the application deadline for other communities to apply?
15
16 Mr. Noto answered, there is no deadline. We take applications whenever – we have met with
17 probably, I'd say a half a dozen other communities. I would say two, maybe three of those
18 were serious applicants. So, based on the last discussion I had with somebody, I would say
19 we're probably 30 to 45 days from another applicant.
20
21 Member Miller asked, what is the end of the fiscal year?
22
23 Mr. Noto responded, October 1 would be the next fiscal.
24
25 Member Swinski questioned, how does someone find out about this grant program?
26
27 Mr. Noto replied, it was formally approved at a City Commission meeting. Several media
28 outlets picked it up. I believe the Sentinel did have an article about it. After it was approved in
29 November, we did receive quite a few phone calls from the different neighborhood
30 associations asking how the program worked.
31
32 Member Miller asked, is Premiere Association Management applying on behalf of the other
33 communities they support in the area for a grant?
34
35 Ms. Holbrook answered, we have not at this time because the other ones are funding and we
36 don't really have any major projects at this time. So, we have not submitted anything for any
37 other communities we manage in Lake Mary. We will next year, but....
38
39 Member Sebald stated, I see there are several trees at the entrance. He questioned Mr. Noto,
40 have you been out to look these trees over and determine if they can do what they want to do
41 with them? He said, I understand they are going to cut down dead trees and trim up other
42 trees.
43
44 Mr. Noto responded, yes, we have reviewed this as a full staff, so what they have proposed is
45 – yes, what they are proposing is appropriate. He added to the last question, if you have an
46 entryway to your subdivision that is just immaculate and all you want to do is change a tulip for
47 a rose, the project is not eligible. If you have an entryway to your subdivision that is 35 years
48 old and everything is just falling apart and the HOA is having a difficult time paying for

1 improvements, there is a high chance that it would be eligible. The caveat being it is up to the
2 City Commission to make the determination.
3
4 Chairman Williamson asked what staff's recommendation is.
5
6 Mr. Noto replied, our recommendation is \$5,000 because that is the max we can recommend
7 as staff per the program. The Board, as a recommending board, you can say to the
8 Commission, all right, we're recommending approval of the project with 5, 15, 20, 25, whatever
9 you see fit, based upon what has been presented to you this evening.
10
11 Member Miller asked, out of the \$111,000 of expenses – just check my math here -- \$27,000
12 are for actual renovations that would be suitable for the.....
13
14 Mr. Noto answered, that's correct. And that's described in a little more detail in the last
15 paragraph of the Staff Report on page 2 right above the Findings of Fact. It's \$27,412.
16
17 Member Miller questioned, the special assessment that The Hills of Lake Mary paid was
18 described to the owners as for the purchase and renovation of the property? So, now, what it
19 seems as though we would potentially be saying is that the homeowners only paid for the
20 purchase of the property, not for the renovation, if we would go this route; right? Just pointing
21 it out. So, the homeowners that paid that assessment intended to pay for the renovation and
22 now they're not? Now, they're just paying.....
23
24 Member Sebald stated, that could be in a motion. A motion could restrict what the money is
25 used for.
26
27 Chairman Williamson said, well, she didn't mention that there is \$16,000 past due from
28 foreclosures. He asked, have we ever had this in the past?
29
30 Mr. Noto answered, no, this is the first time. And, I heard someone mention about how the
31 money is spent. That is outlined specifically in the grant program. So, as staff, we would
32 monitor, and it is the responsibility of the Applicant to keep us up to date on how the money is
33 spent, and we ensure that it is spent on specific things that the money can be spent on as
34 outlined...
35
36 Chairman Williamson interjected questioning, so, the \$25,000 is there every year for the City to
37 use specifically for this purpose; correct?
38
39 Mr. Noto responded, I'll say yes, but I will also say this is the first year we have done it. So, I
40 can't say in 100-percent confidence that it will be back full 25 next fiscal year.
41
42 Chairman Williamson stated, it is not going to go anywhere else though.
43
44 Member Buck said, the City can only budget 15 next year.
45
46 Member Swinski inquired as to if this became a park's function by the City Commission.
47
48 Mr. Noto replied, as the recommending board; yes.

1
2 Member Swinski asked, it is one and done if we vote for \$5,000 tonight and leave \$20,000?
3 Would they be able to reapply if the money was not spent by October 1st? How would that
4 work?

5
6 Mr. Noto answered, I believe the program says there has to be a one year off period before
7 they can apply again. So, if they got the \$5,000, they have the project time-lined in here – if
8 they say it is going to take three months to complete the project, it would have to be completed
9 within those three months.

10
11 Member Swinski questioned, you mentioned there were a lot of calls after the story broke but
12 no other formal applications?

13
14 Mr. Noto responded, this is the only formal application we have. We require applicants to have
15 a first-step meeting with staff before they submit, and I believe we had three, maybe four of
16 those, and Hills was the only applicant to follow through with a real application.

17 Member Miller disclosed that she would be abstaining from voting on this matter due to a
18 conflict of interest since she is a former owner in The Hills at Lake Mary (see Form 8B
19 attached). She stated, I did pay the special assessment, and on a personal level, as someone
20 who paid that money with the intention that it would be used for renovations and now we're
21 potentially saying that the City of Lake Mary is going to pay that money, and there is \$16,000
22 uncollected, I take issue with that and I'm going to remove myself from voting.

23
24 Member Boardman also declared a conflict of interest in voting on this matter since he resides
25 in The Hills of Lake Mary currently and the fact he has already paid, too.

26
27 Mr. Noto announced that he thought some folks that are a part of the project have maybe
28 some clarification on how the 83 – the special assessment.

29
30 Chairman Williamson opened the hearing to public comment.

31
32 Terry Finley, 453 Country Woods Circle (The Hills of Lake Mary), Lake Mary, Florida 32746,
33 came forward. He stated that he is the Vice President of the HOA. He wanted to make sure
34 he cleared up this idea of money so that everybody understands. He said, when we did the
35 special assessment, we told people this is what it is going to take to buy the land and to get it
36 going knowing that probably more money is going to be need to make the project, and it was
37 going to be probably a year or two years stretched out to make it happen. The walls are going
38 to need to be fixed. It's all in there what the prices are. When the City came up with this, it
39 gave us the option that we can get this project done in a more timely manner so that the blight
40 on the City from our homeowners' entrance would be taken care of quicker than it would be if
41 we have to wait until we bring in our monies, take it out of our reserves. We do have homes
42 that are now being foreclosed on and we're getting back some of the money that is owed to us.
43 So, there is money coming in to us that we can apply to this project. So, when you look at your
44 \$25,000, it is really – we are not telling you the City is redoing our front entrance. That is not
45 the case.

46
47 Dennis Roehrich, Director of The Hills of Lake Mary HOA, 306 Silver Pine Drive (The Hills of
48 Lake Mary), Lake Mary, Florida 32746, came forward. He also addressed the issue about the

1 money. He said, when the Board decided to create the special assessment, we knew that the
2 special assessment would not cover the full cost of the project. It was mainly to acquire the
3 land, and any extra that we would receive, would all go towards the project. So, 100 percent of
4 the special assessment is going for the acquisition of the land and the project to rebuild it. We
5 never said that the special assessment was going to cover 100 percent of the cost due to the
6 fact of the economy and it was a burden on our homeowners, and this special assessment was
7 coming at the same time, within a couple of months of our annual assessment, or just a one-
8 time payment, we decided to keep that payment low not to burden our residents knowing that
9 we would have to later come up with the money to finish the project. So, we never said that
10 this was 100 percent of the cost of special assessment. It was mainly to acquire the land
11 knowing that we would not be getting 100 percent of that special assessment in the short term
12 and would have to end up litigating through liens and foreclosures with the expected number
13 that would not pay, and that is what we have been doing. So, it is really important for us to be
14 able to get this grant in order to try and do this project. Otherwise, we are not going to be able
15 to afford to do this project right away and we will have to wait until we can come up with money
16 in the future, but we would like to proceed with the project and get it done and get rid of the
17 urban blight that we have at the entrance for so many years.

18
19 Member Miller asked, is there a requirement in the grant money that there is a match?
20 Mr. Noto replied, yes, there is. It is five percent, and that can be done through monies straight
21 up with cash or through other means. We felt that based upon what the HOA went through,
22 special assessment and all the other fees that were paid, legal fees and things of that nature,
23 that that was sufficient for the match.

24
25 Member Miller questioned, when you come up with the five percent calculation, you are
26 including the cost to buy the property?

27
28 Mr. Noto answered, correct. The whole project. All project costs.

29
30 Member Miller asked, but the grant money is intended for a landscaping project?

31
32 Mr. Noto responded, that's correct. Project acquisition is a major part of this project. If they
33 didn't own it, it wouldn't be in front of you tonight.

34
35 Member Sebald questioned, so, it's five percent of the \$110,000?

36
37 Mr. Noto replied, correct.

38
39 Member Sebald asked, matching?

40
41 Mr. Noto answered, yep.

42
43 Chairman Williamson questioned, so, any funds you get just gets the ball rolling to get this
44 project underway?

45
46 Mr. Roehrich responded, yes, even with the grant money, it is not going to cover 100 percent
47 of the project.

48

1 Member Miller said, but, it would seem like the five percent should be applicable to the
2 purpose of the grant money which would be 110 minus the 83. That is my thought.
3

4 Mr. Noto stated, if that is how the Board wants to look at it, that's fine. I think – just thinking
5 through it off the top of my head, we would have no issue, if that is how it was looked at in this
6 scenario because then the match would be lower.
7

8 Member Sebald asked, who pays the five percent? It comes from the homeowners?
9

10 Mr. Noto replied, the Applicant. It is up to them to document how that money was spent, or
11 what they're giving us, and they did.
12

13 Member Swinski questioned, how many total homeowners are there?
14

15 Mr. Roehrich answered, 321.
16

17 Member Swinski asked if this was the Board's decision or the City Commission's.
18

19 Mr. Noto answered, your decision tonight is kind of like how we usually take items to the
20 Planning and Zoning Board. If someone comes in for a rezoning, the main purpose of the P &
21 Z is to make a recommendation to the City Commission based upon staff's recommendation.
22 So, you can tonight, hypothetically here, tonight you could say, all right, we're recommending
23 approval of \$15,000 and that is what the Commission would get that you, as a Parks and Rec.
24 Board made a recommendation based upon the information presented to you to approve a
25 \$15,000 grant award to The Hills of Lake Mary. They could see that and say, okay, that's fine,
26 and we appreciate the recommendation, but as the City Commission, we want to go full 25,
27 and that's their ability to do so. Much like how in a rezone situation with P & Z, the P & Z can
28 recommend denial, the City Commission could turn around and approve it based upon the
29 legal framework.
30

31 Juan (John) A. Omana, Jr., Community Development Director, added, at the end of the day,
32 you are an advisory board. The terminal board is the City Commission. So, at the end of your
33 deliberations here and once you vote on your action, whatever that action may be, that will be
34 taken forward to the City Commission and the City Commission will make their final decision
35 based on what they believe is the proper decision; they could accept yours, they could accept
36 ours, they could make their own determination at that juncture. So, just think of it as tonight
37 you are sitting here as an advisory board to the City Commission. Whatever you want to take
38 forward, we'll take forward.
39

40 **Hearing no further public comment, Chairman Williamson closed that portion and**
41 **entertained board discussion and/or a motion.**
42

43 **MOTION:**
44

45 **Member Sebald moved to recommend approval to the City Commission to accept the**
46 **staff amount of \$5,000.00 for renovation to the entrance of The Hills of Lake Mary; said**
47 **\$5,000 having to be allocated by October 1st. Member Buck seconded the motion,**

1 **which carried unanimously. Member Miller and Member Boardman abstained from**
2 **voting on the motion.**

3
4 Mr. Noto announced that this item will move forward to the City Commission's June 6, 2013,
5 meeting.

6
7 It is noted that Ms. Adams ended transcribing here.
8

9
10 IX. Member Reports and Announcements

11
12 There were no reports or announcements at this time.
13

14 X. Adjournment

15
16 **Motion to adjourn was made by Robert Boardman and seconded James Buck. Motion**
17 **was carried unanimously.**

18
19 There being no further business, Danny Williamson adjourned the meeting at 7:42 p.m.
20

21
22 _____
23 Danny Williamson, Chairman

24 _____
25 Amber Lyons, Parks and Events
Center Coordinator



MEMORANDUM

DATE: June 6, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler

SUBJECT: Ordinance No. 1488 - Amending Section 154.21 of the Code of Ordinances related to mobile food vendors - First Reading (Public Hearing (Gary Schindler, City Planner)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST: Staff requests that the City Commission revise Chapter 154 (Zoning Code) of the City of Lake Mary Code of Ordinances to establish regulations regarding mobile food vendors on private property.

DISCUSSION/HISTORY: Currently, there are three situations in which mobile food vendors are permitted to operate within the City:

- Mobile vendors that serve a number of locations each day – These include trucks that serve residences and construction sites. These vendors stop at multiple locations and stay only as long as there is a demand for their goods. These include ice cream trucks, home delivery of foods, etc.
- Mobile food vendors located on public property – These include such events as the City's WineART Wednesday at Central Park. This type of event usually involves a number of vendors who are at a specific location for a specified timeframe. The event is advertised and customers come to the vendor.
- Mobile food vendors associated with special events – These vendors are associated with festivals and special events, which may be located either on public or private property. The vendors operate only during the length of the event, which is typically a weekend. Such events include art shows, festivals and celebrations at churches, schools, etc.

Periodically, the City receives inquiries from mobile food vendors wanting to locate on private property on a semi-permanent basis. Historically, the City has permitted mobile food vendors only when they operated on the public rights-of-way or when they were allowed as part of events that complied with the existing provisions of Section 154.21, Open Air and Temporary Sales; therefore, we've told the food vendors no.

At this time, staff proposes to revise the City's regulations to allow mobile food vendors to locate on private property on a semi-permanent basis, such as hot dog vendors that locate at Home Depot, Lowe's or similar stores. Although such vendors may not be there every day, they tend to be at the same location for more than one or two days.

The primary reasons for the proposed change in the regulations relate to convenience for customers and employees and to reduce the amount of traffic on City streets. The City has a number of office complexes that do not have access to internal food courts or restaurants. By allowing mobile food vendors to locate on private property, you take food choices to the customer, rather than requiring the customer to travel offsite. This reduces the number of trips on City streets and has the potential of promoting the use of SunRail.

Outside of regularly scheduled events, such as the monthly WineART Wednesday, the proposed regulations will not result in allowing mobile food vendors to operate within City rights-of-way or parks. The proposed regulations are intended to allow mobile food vendors to operate only as an accessory use within the City's commercial and industrial zoned areas.

In order to not reinvent the wheel, staff reviewed how other governments in Seminole County handle mobile food vendors. The following is a summary of staff's finding:

- City of Altamonte Springs – Allowed on private properties of 10 or more acres.
- City of Casselberry – Allowed only when associated with special events.
- City of Longwood – Allowed as part of a special event on City property.
- City of Oviedo – With staff approval, allowed on private property for up to 3 months. In excess of 3 months, must be approved by the City Commission.
- City of Sanford – Allowed within the Downtown and along Sanford Avenue.
- City of Winter Springs – Allowed with a solicitor's license and business tax receipt.
- Seminole County – Allowed only when associated with special events.

At the April 18, 2013 meeting, the City Commission voted to deny Ordinance # 1485, which proposed to permit food trucks on nonresidential properties. The City Commission stated that they wanted time restrictions on the food trucks and did not want to allow them on retail properties. In light of this, staff has revised the proposed regulations as follows:

1. Food trucks are no longer proposed to be allowed in the PO, C-1, C-2 and/or DC zoning districts.
2. Food trucks shall not be permitted within 750' of an existing restaurant.
3. Except with permission of the City, food trucks may operate only between the hours of 10 am to 2 pm.

PROPOSED CODE REVISIONS:

Section 154.09, DEFINITIONS

MOBILE FOOD VENDOR. A person who is in the business of selling prepared food from a vehicle which has a current registration and license from the State of Florida and complies with the provisions of Section 154.21 (C) of the City's Code of Ordinances.

154.21 OPEN AIR AND TEMPORARY SALES TEMPORARY/SEASONAL USES AND MOBILE FOOD VENDORS

(C) Mobile Food Vendors. Mobile food vendors shall be allowed to operate on private property, as long as they comply with the following conditions:

(1) Zoning Requirements. The property on which the mobile food vendor proposes to locate must have a zoning designation of M-1A, M-2A or PUD. If the property is zoned PUD, the mobile food vendor shall be located only in the nonresidential portion of the PUD. Mobile food vendors are not allowed in residential areas or the residential portion of mixed use PUD's.

(2) Primary Use. Mobile food vendors are accessory uses and shall only be allowed on properties that are developed with permitted or conditional uses appropriate for the zoning district in which they are located.

(3) Signage. The amount of signage on the mobile food vendor vehicle is not regulated but signs must be mounted flat against the vehicle and cannot project from the vehicles. The mobile food vendor shall be permitted to place one sign, not to exceed 6 square feet on the subject property where the mobile food vendor's vehicle is conducting business. Such signage shall be in addition to temporary and permanent signs permitted for the subject property, per Section 155, Appendix I.

(4) ADA Standards. The mobile food vendor vehicle and the property on which it is located shall meet all applicable ADA requirements.

(5) Vehicles. All vehicles associated with mobile food vending must be operable, per Sub-section 91.65 of the City's Code of Ordinances, and have a Florida registration and license for the current year.

(6) Requirements.

(a) The property on which the mobile food truck proposes to locate shall contain a minimum size of five (5) acres, not including the area of any adjacent out-parcels.

(b) There shall be a minimum separation of 750' between any existing restaurant and a mobile food vendor.

(c) A mobile food vendor shall not locate on any property on which there is an existing restaurant, either on the same parcel or on an out-parcel.

(d) A mobile food vendor vehicle must not locate in any parking space which is required to meet the minimum number of required parking spaces for the subject property; or in driveways; loading zones; or designated Public Safety lanes (i.e. fire lanes).

(e) The mobile food vendor must not be located within any required landscape buffer on the subject property.

(f) The subject property occupant and the mobile vendor must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians, or constitute a traffic hazard.

(g) Except with permission of the City, mobile food vendors may operate only between the hours of 10 am and 2 pm.

(h) Overnight parking of mobile food vendor vehicles is prohibited.

(7) Licensing. Annually, the mobile food vendor must secure a City of Lake Mary Business Tax Receipt (BTR) and pay all relevant fees, and the applicant must provide the following:

(a) A notarized statement from the owner of the subject property authorizing the mobile food vendor to operate on the subject property.

(b) A copy of the appropriate license(s) from the Florida Division of Hotels and Restaurants.

(c) A sketch plan showing the subject property and the proposed location of the mobile food vendor vehicle. The sketch plan shall also document that the mobile food vendor and the subject property meet or exceed all relevant requirements.

(d) Other documentation as required by the City.

(8) Failure to comply with the provisions of this section shall be grounds for denial of a BTR, revocation of an existing BTR or bringing code

enforcement or civil action against the mobile food vendor or the owner of the subject property, or both.

PLANNING AND ZONING BOARD: At their regular May 14, 2013 meeting, the P&Z voted 3 to 0, with one member abstaining, to recommend approval of the proposed revisions to Section 154.21, with the following conditions:

1. Food trucks are no longer proposed to be allowed in the PO, C-1, C-2 and/or DC zoning districts.
2. Food trucks shall not be permitted within 750' of an existing restaurant.
3. Except with permission of the City, food trucks may operate only between the hours of 10 am to 2 pm.

The conditions recommended by the Planning and Zoning Board have been incorporated into staff's recommendation.

FINDINGS OF FACT: It is recommended that the proposed revisions to Section 154.21 of the City's Code of Ordinances be approved.

ATTACHMENTS:

- Ordinance No. 1488
- 4/18/13 City Commission Minutes
- 5/14/13 Planning and Zoning Board Minutes

ORDINANCE NO. 1488

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.09, DEFINITIONS, ADDING A DEFINITION OF MOBILE FOOD VENDOR, AMENDING SECTION 154.21, OPEN AIR AND TEMPORARY SALES, BY ADDING NEW SECTION (C), MOBILE FOOD VENDORS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to revise Chapter 154 of the City's Code of Ordinances to establish regulations related to mobile food vendors; and

WHEREAS, the City Commission directed staff to revise Section 154.09, Definitions, and Section 154.21, Open Air and Temporary Sales to allow mobile food vendors; and

WHEREAS, the proposed revisions to Sections 154.09 and 154.21 have been reviewed by the Planning and Zoning Board, which recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, on April 18, 2013, the City Commission voted to deny Ordinance No 1485 and directed staff to make certain revisions to the proposed regulations; and

WHEREAS, words with underlined type shall constitute additions to the original text and ~~strike-through~~ shall constitute deletions to the original text asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Sections 154.09, Definitions and 154.21, Open Air and Temporary Sales are revised as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances

of the City of Lake Mary, Florida and the word “ordinance” may be changed to “section”, “article”, or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. Severability: If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 5. Effective date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 20th day of June, 2013.

FIRST READING: June 6, 2013

SECOND READING: June 20, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
PROPOSED REVISIONS TO CHAPTER 154
SECTION 154.09 – DEFINITIONS
SECTION 154.21 – OPEN AIR AND TEMPORARY SALES

PROPOSED CODE REVISIONS:

Section 154.09, DEFINITIONS

MOBILE FOOD VENDOR. A person who is in the business of selling prepared food from a vehicle which has a current registration and license from the State of Florida and complies with the provisions of Section 154.21 (C) of the City's Code of Ordinances.

~~154.21 OPEN AIR AND TEMPORARY SALES~~ TEMPORARY/SEASONAL USES AND MOBILE FOOD VENDORS

(C) Mobile Food Vendors. Mobile food vendors shall be allowed to operate on private property, as long as they comply with the following conditions:

(1) Zoning Requirements. The property on which the mobile food vendor proposes to locate must have a zoning designation of M-1A, M-2A or PUD. If the property is zoned PUD, the mobile food vendor shall be located only in the nonresidential portion of the PUD. Mobile food vendors are not allowed in residential areas or the residential portion of mixed use PUD's.

(2) Primary Use. Mobile food vendors are accessory uses and shall only be allowed on properties that are developed with permitted or conditional uses appropriate for the zoning district in which they are located.

(3) Signage. The amount of signage on the mobile food vendor vehicle is not regulated but signs must be mounted flat against the vehicle and cannot project from the vehicles. The mobile food vendor shall be permitted to place one sign, not to exceed 6 square feet on the subject property where the mobile food vendor's vehicle is conducting business. Such signage shall be in addition to temporary and permanent signs permitted for the subject property, per Section 155, Appendix I.

(4) ADA Standards. The mobile food vendor vehicle and the property on which it is located shall meet all applicable ADA requirements.

(5) Vehicles. All vehicles associated with mobile food vending must be operable, per Sub-section 91.65 of the City's Code of Ordinances, and have a Florida registration and license for the current year.

(6) Requirements.

(a) The property on which the mobile food truck proposes to locate shall contain a minimum size of five (5) acres, not including the area of any adjacent out-parcels.

(b) There shall be a minimum separation of 750' between any existing restaurant and a mobile food vendor.

(c) A mobile food vendor shall not locate on any property on which there is an existing restaurant, either on the same parcel or on an out-parcel.

(d) A mobile food vendor vehicle must not locate in any parking space which is required to meet the minimum number of required parking spaces for the subject property; or in driveways; loading zones; or designated Public Safety lanes (i.e. fire lanes).

(e) The mobile food vendor must not be located within any required landscape buffer on the subject property.

(f) The subject property occupant and the mobile vendor must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians, or constitute a traffic hazard.

(g) Except with permission of the City, mobile food vendors may operate only between the hours of 10 am and 2 pm.

(h) Overnight parking of mobile food vendor vehicles is prohibited.

(7) Licensing. Annually, the mobile food vendor must secure a City of Lake Mary Business Tax Receipt (BTR) and pay all relevant fees, and the applicant must provide the following:

(a) A notarized statement from the owner of the subject property authorizing the mobile food vendor to operate on the subject property.

(b) A copy of the appropriate license(s) from the Florida Division of Hotels and Restaurants.

(c) A sketch plan showing the subject property and the proposed location of the mobile food vendor vehicle. The sketch plan shall also document that the mobile food vendor and the subject property meet or exceed all relevant requirements.

(d) Other documentation as required by the City.

(8) Failure to comply with the provisions of this section shall be grounds for denial of a BTR, revocation of an existing BTR or bringing code enforcement or civil action against the mobile food vendor or the owner of the subject property, or both.

file

1 **Commissioner Duryea, Yes; Commissioner Plank, Yes; Deputy Mayor Lucarelli,**
2 **Yes; Commissioner Brender, Yes; Mayor Mealor, Yes.**

3
4 Mayor Mealor said we have an incredibly good project and is something that is needed
5 in this community. He thanked Mr. Goldberg for his investment.

6
7 VIII. New Business

8
9 A. Approval of Jobs Growth Incentive (JGI) Program Interlocal Funding
10 Agreement for Digital Risk, LLC (Jackie Sova, City Manager)

11
12 Ms. Sova thanked Tracy Turk with the Metro Orlando Economic Development
13 Commission for working this and bringing it forward. She is here tonight as well as
14 Mark Hinshaw, CFO of Digital Risk.

15
16 Ms. Sova said this item is for 300 new jobs to come before December 31, 2013. These
17 jobs would be at 660 Century Point. The company is investing in the building including
18 \$6,300,000 along with the jobs. The average wage of the jobs is \$44,778 which is
19 115% of the average annual wage. These jobs are eligible for \$1,000 each. We would
20 be sharing with the County so our share would be \$500 each. The 300 jobs would be
21 by the end of this year and up to 300 more by the end of 2017. This is an interlocal
22 agreement where we are going to share with the County directly.

23
24 Commissioner Duryea asked if the County had passed it yet.

25
26 Ms. Sova answered affirmatively on March 26th.

27
28 **Motion was made by Commissioner Duryea to approve the Jobs Growth Incentive**
29 **(JGI) Program Interlocal Funding Agreement for Digital Risk, LLC and authorize**
30 **Mayor to execute, seconded by Deputy Mayor Lucarelli and motion carried by**
31 **roll-call vote: Commissioner Plank, Yes; Deputy Mayor Lucarelli, Yes;**
32 **Commissioner Brender, Yes; Commissioner Duryea, Yes; Mayor Mealor, Yes.**

33
34 B. Ordinance No. 1485 – Revisions to Section 154.21 of the Code of Ordinances
35 related to mobile food vendors – First Reading (Public Hearing) (Gary
36 Schindler, City Planner)

37
38 The City Attorney read Ordinance No. 1485 by title only on first reading.

39
40 Mr. Schindler said the items related to revisions to the code are the result of direction
41 that the Commission has provided staff.

42
43 Mr. Schindler said historically the City has taken a narrow perspective on mobile food
44 vendors. We have three situations in which we allow them. One is the traditional ice
45 cream truck where they go down the street with their bell ringing, kids come out, they
46 stop and serve the kids and then they continue. Secondly we have those on City

1 property that are organized events such as the Food Truck Crave and now WineArt
2 Wednesdays. The third situation is special festivals and events that were either City or
3 privately sponsored. There would be food vendors associated with that event and when
4 the event ended they went away.

5
6 Mr. Schindler said two to four times a year we get calls from a food vendor wanting to
7 set up a hot dog stand at the Home Depot. We would say we don't allow it. We have
8 begun to reassess that situation. The reasons for it are that we have a number of
9 employment centers and retail centers where there are no food opportunities or
10 restaurants close by. If the food doesn't come to them they either have to take their
11 lunch or go to the food. Every time someone leaves an employment center, they
12 generally have to go out on the roads and it creates more congestion. It possibly makes
13 sense to bring food to them, especially if people are going to be using SunRail. If they
14 use SunRail, they don't have access to a vehicle and if there is not a food facility close
15 by then they have to bring a sandwich. If we were to allow mobile food vendors then
16 this might encourage use of SunRail.

17
18 Mr. Schindler said staff has proposed regulations to the Code of Ordinances. No
19 property less than five acres could have a food vendor. We felt we wanted to target the
20 larger retail establishments and/or employers. We have patterned this after other
21 jurisdictions and their regulations. Within the County there are a number of places that
22 have varying degrees of they allow it, they don't allow it, they allow it under certain
23 circumstances, etc. This is a policy decision. It is intended to reduce traffic on the
24 streets and be more of a convenience for employees and shoppers.

25
26 Commissioner Plank said as far as the office parks are concerned this is an outstanding
27 idea where there are no facilities. He used Home Depot or Gander Mountain as
28 examples. He asked how those two establishments would be affected by this change.

29
30 Mr. Schindler said Home Depot and Gander Mountain are the only two establishments
31 within the City that are large enough to have it. A food vendor would be able to
32 negotiate with the landowners and if it were agreed upon then they could establish there
33 as long as they didn't take up a parking space that was required to meet the minimum
34 parking for the underlying use. Because there are outparcels, the outparcels do not
35 figure into this. We would not allow a food truck for a property that had a restaurant
36 such as a shopping center that had a restaurant.

37
38 Commissioner Plank said to assume five food trucks are located at Home Depot and
39 they met the requirements of not reducing the number of parking spaces. The
40 outparcels do not count. The outparcels affected, Chick-Fil-A, Dunkin Donuts/Baskin
41 Robbins, Arby's, etc. depend very heavily on the lunch traffic for their business. He
42 asked if we were creating a detrimental effect for those parcels that don't count.

43
44 Mr. Schindler said each one of these three items for code revisions were reviewed by
45 the Planning & Zoning Board at their March 12, 2013, meeting. The food truck
46 proposal was recommended for approval 3 – 1. On the Planning & Zoning Board is the

1 manager of the Tilted Kilt and he was quite insightful. He said he talked to his
2 counterparts and has come to the conclusion that it really would not impact business at
3 all. If anything it would provide more of a draw, and he supported it. He was not the
4 one who voted no.

5
6 Commissioner Plank asked if staff made any inquiry of those directly affected.

7
8 Mr. Schindler answered negatively.

9
10 Commissioner Plank said based on the recommendation of the manager of the Tilted
11 Kilt which is a sit-down restaurant is what we are going on.

12
13 Mr. Schindler said it is not what we are going on. That was just the icing on the cake.

14
15 Commissioner Plank said he wasn't trying to make an issue of it, but we have
16 businesses established in Lake Mary that are part of the City.

17
18 Mr. Schindler said if it is the Commission's decision to not allow them on outparcels, it is
19 a minor revision to the language of what's being proposed. Historically the most
20 requested location has been the Home Depot for basically hot dog vendors.

21
22 Commissioner Plank said those would be under their canopy so we're not talking about
23 the same thing.

24
25 Mr. Schindler said it is still a mobile food vendor whether it be a food truck or a hot dog
26 cart. They would still be under the same regulations.

27
28 Commissioner Plank asked if there were any time limits. He asked if they could park
29 there from 7 in the morning until 6 at night.

30
31 Mr. Schindler said they could. We wanted to set the regulatory table and let the market
32 dictate as to how long they would be there, except that we prohibit overnight parking so
33 each day the vehicle would have to leave and come back the next day.

34
35 Commissioner Duryea said we are trying to put something through the eye of the needle
36 because the only two commercial properties were Home Depot and Gander which are
37 literally surrounded by fast food places. He said he would rather them not be there. If
38 someone is hungry enough they can walk across the parking lot. The other situation is
39 an office building where there are no facilities within 500 feet or something like that. He
40 asked if it was possible to allow it in that situation under the circumstances we are
41 talking about and not in the commercial properties.

42
43 Mr. Schindler answered affirmatively. We could eliminate C-1 and C-2 and it could
44 simply be DC, M-1A, M-2A or PUD. We could eliminate it in PO, C-1 and C-2.

45
46 Commissioner Duryea said it was stated PUD. Suppose someone set up in Manderley.

1
2 Mr. Schindler said the regulations say that in a mixed use PUD, it would be restricted to
3 the non-residential section of the PUD.

4
5 Commissioner Brender asked if the PUD had to have five acres.

6
7 Mr. Schindler said the property on which they locate has to have five acres. He noted
8 that Mr. Noto just reminded him that Gander Mountain is rezoning to PUD. Right now it
9 is C-2.

10
11 Commissioner Brender said he was sure we get phone calls, especially about the office
12 parks. Several of the buildings have vending machines which get old after one day
13 rather than two. He sensed we are going from being pretty restrictive to wide open in
14 one fell swoop and was not feeling comfortable with that. We need to discuss this and
15 get some other feelings.

16
17 Mr. Schindler said that is why we are here tonight. This is a policy and it's legislative.
18 We have brought something forward and we want the Commission to tell us how they
19 want it tailored.

20
21 Mayor Mealor said the only commitment he has heard is from Commissioner Duryea
22 who would just as soon they not be there.

23
24 Mayor Mealor said we are talking policy decision. In the past Altamonte was incredibly
25 adamant, no way no how, but are now permitted. There has been a change in policy in
26 various communities. He thought this was a policy decision based upon what this
27 Commission feels is in the community's best interest. This item is a public hearing so if
28 there are concerns we may hear them. He said he was open to any thoughts the
29 Commission may have.

30
31 Commissioner Plank said he would be in favor of the office park with time limitations so
32 we don't have those trucks sitting there all day because it does have a visual impact to
33 the area. He was not in favor of the commercial establishments such as Home Depot or
34 Gander Mountain for the reasons he stated.

35
36 Commissioner Duryea said Commissioner Plank has preempted his opinion.

37
38 Commissioner Brender said he thought that gets them to a mid-point so they are not
39 going from zero to 100%.

40
41 Mr. Schindler said at this point both Home Depot and Gander Mountain are zoned C-2.
42 We know that Gander Mountain is coming in to rezone to PUD. He said to the best of
43 his knowledge there is no C-1 property in the City that is five acres or larger. The only
44 property he knew of in the City that is five acres or larger and is zoned PO is the
45 property on the south side of 46A which was proposed for an office development. It is

1 the one that the Hills of Lake Mary wraps around. He said he couldn't think of any other
2 five-acre property with PO zoning.

3
4 Deputy Mayor Lucarelli said she agreed with Allan (Plank). She said she didn't mind
5 the small hot dog carts at Home Depot or Gander but was not keen on the big trucks.
6 She expressed concern of how that would affect the restaurants there. If there is no
7 way to tweak that then she would be agreeable to just doing it in the office parks and
8 PUDs because that would be helpful to them.

9
10 Commissioner Duryea asked how many we would allow. They could string from one
11 end of Home Depot to the other.

12
13 Mayor Meador said he thought Commissioner Plank brought up a good point. We heard
14 from one member of the P&Z that's representative of the industry.

15
16 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1485. No
17 one came forward and the public hearing was closed.

18
19 Mayor Meador asked Mr. Schindler to listen to the tape of the meeting and then come
20 back with something that hopefully will be a consensus of what we are saying. He
21 asked him to address the concerns about long-term mobile parking, trucks and those
22 types of things.

23
24 **Motion was made by Commissioner Duryea to deny Ordinance No. 1485 on first**
25 **reading, seconded by Commissioner Plank and motion carried unanimously.**

26
27 C. Ordinance No. 1486 – Revision to Section 154.67 (G)(2) of the Code of
28 Ordinances, parking standards for the West Village of the Downtown Centre
29 Zoning District – First Reading (Public Hearing) (Gary Schindler, City Planner)

30
31 The City Attorney read Ordinance No. 1486 by title only on first reading.

32
33 Mr. Schindler said this item was reviewed on March 12, 2013, by P&Z and they voted
34 unanimously to recommend approval.

35
36 Mr. Schindler said the main wording of this that the Commission needs to consider is
37 "adjacent to the SunRail platform".

38
39 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1486. No
40 one came forward and the public hearing was closed.

41
42 Commissioner Brender asked about the lot on the east side of Palmetto.

43
44 Mr. Schindler said it is not adjacent to the platform. It is adjacent to the property but not
45 the platform.

1 C. 2012-ZTA-05: Recommendation to the City Commission regarding a Zoning
2 Text Amendment for proposed revisions to Section 154.21 related to mobile
3 food vendors; Applicant: City of Lake Mary/Community Development
4 Department
5

6 Gary Schindler, City Planner, presented Item C. and the related Staff Report. He
7 said, Madam Chairman, I am not going to take up your time with rehashing this in
8 great length tonight. I want to bring your attention to the bottom of page 2. At
9 their April 18, 2013, meeting, the City Commission voted to deny the original
10 ordinance allowing food trucks. They decided rather than have staff modify it and
11 bring it back under that ordinance, they wanted it to come back and go through
12 the process again.
13

14 Mr. Schindler stated, the objections were two-fold. One was they wanted to
15 make sure that food trucks would not be injurious to existing restaurants. And,
16 two, they wanted a limitation on hours. Staff said, fine. That is the kind of
17 direction we wanted. Very specific.
18

19 Mr. Schindler said, in response to that, as I have indicated on the bottom of page
20 2, staff is no longer proposing to allow food trucks to go into PO, C-1, C-2 and/or
21 DC Zoning Districts. That is the primary retail and some office. Under PO
22 though, we do not have large tracts of office. There are small tracts. I don't
23 know that we have any PO-zoned property that is five acres. So, that is no big
24 deal there. But, C-1 and C-2 prohibits them from going in at the Home Depot
25 and right now at Gander Mountain. So, what we have done is we have said
26 okay. You can't go into the primary retail zoning areas and also they are not
27 permitted within 500' of an existing restaurant. And, three is, except with
28 permission of the City, food trucks may operate only between the hours of 10:00
29 a.m. to 2:00 p.m.
30

31 Mr. Schindler concluded his presentation by saying, we believe that these
32 address the issues that the City Commission had and we are back before you
33 tonight.
34

35 Member Miller asked if the 500-foot rule came from the City Commission, or was
36 that just a number staff picked.
37

38 Mr. Schindler answered, it was arbitrarily chosen. They did not say they wanted
39 a distance separation. Staff decided that with a distance separation between
40 them that it made it easier to go and say, okay, look, we have a restaurant here,
41 you can't go here. It has to be 500'. But, since they are not going to be in
42 commercial-zoned properties, the 500' is kind of like icing on the cake because
43 they are going to be going on five-acre properties and we simply don't want to

DRAFT

1 have them concentrate too much in one area; spread out a little bit in the
2 employment areas.

3
4 Member Miller questioned, would it bother you if that number was 2,000'?

5
6 Mr. Schindler responded, you can make any recommendation you want.

7
8 Member Miller reiterated his position from the last time this was before the Board
9 that he didn't like this proposal at all. He thought doing this is bringing something
10 in that he would just not want to offer. He stated, 2,000' sounds much better than
11 500' to me. That is almost a mile or half a mile.

12
13 Mr. Schindler said that whatever you recommend for approval will go forward to
14 the City Commission.

15
16 Alternate Fitzgerald stated, I don't understand the difference, in this instance,
17 between a food truck and another restaurant. It is okay for a restaurant – my
18 restaurant in particular – I'm just using the Tilted Kilt as an example. Were
19 another restaurant to be built where Friday's used to be, that would be okay, but
20 a food truck would not be.

21
22 Mr. Schindler said, I'm not sure we do either, but that is what the City
23 Commission wished; that was their direction.

24
25 Member Miller stated, well, a food truck doesn't pay real estate taxes; right?

26
27 Mr. Schindler replied, that's correct. But, they also can't go onto a vacant piece
28 of property. So, the underlying use of that property is paying taxes. If another
29 restaurant wanted to go onto the Friday's property, there would be no problem.
30 At this point, a food truck could not go there.

31
32 Member Miller said, they don't even pay for the people who would give them a
33 ticket if they violate what we do.

34
35 Stephen Noto, Planner, stated, it's a form of mobile vending -- is really the big
36 legal difference.

37
38 Member Miller stated, and we said at the last meeting that while we can put all
39 these restrictions out here, the likelihood that anybody will enforce any of them
40 when we start this is pretty low. So, whatever we do is not likely to...

41
42 Mr. Schindler interjected, saying, if there is a complaint, we will follow up on it.
43 The City's Code Enforcement Officer is very diligent.

DRAFT

1 Acting Chairman Taylor asked how the 500' is measured.
2

3 Mr. Schindler answered, straight line.
4

5 Acting Chairman Taylor questioned, is it to the front door of the restaurant? To
6 the property line of the restaurant?
7

8 Mr. Schindler responded, it just says to the restaurant.
9

10 Acting Chairman Taylor said that she thought there needed to be some
11 clarification.
12

13 Mr. Schindler encouraged that be a part of the Board's motion.
14

15 Member Schofield suggested it be to the closest tip of the building itself rather
16 than the front door.
17

18 Mr. Schindler suggested that the front door is very easy to identify.
19

20 Acting Chairman Taylor stated, if Code Enforcement is called, I want him to have
21 some idea of what it is they are looking for. I think something needs to be
22 added/clarified there.
23

24 Alternate Fitzgerald said that he would agree with zero feet, the front door, or go
25 along with whatever the Board agrees on as far as the distance.
26

27 Member Miller asked Alternate Fitzgerald if he was interested in getting in the
28 food truck business.
29

30 Alternate Fitzgerald replied, no, absolutely not.
31

32 Member Miller questioned, they're going to compete with you though; right?
33

34 Alternate Fitzgerald answered, so is the new restaurant that is going to open next
35 door to me, too.
36

37 Member Miller stated, but a restaurant would. There would be taxes involved
38 and I would view that as a classy competitor of yours versus I view food trucks as
39 something that makes no sense to me and in opposition to the people who are
40 paying taxes to the City.
41

42 Alternate Fitzgerald said, right. But, as a business owner, I don't care about that
43 piece of it. I don't care how much they are paying in real estate taxes. I care

1 about whether they are competing with me for dollars. So, from that perspective,
2 it doesn't matter to me whether it's a food truck or an existing restaurant. There
3 are five new restaurants going up next to the mall. That is going to hurt me.
4

5 Member Miller stated, and, by the way, I am not vested in any restaurant
6 anywhere. I don't even have any stock that I am aware of in a restaurant. I just
7 think that this is bringing grief on us for no good reason, but, obviously,
8 somebody here likes it.
9

10 Member Schofield asked Mr. Schindler if the 10:00 a.m. to 2:00 p.m. is to capture
11 the lunch crowd?
12

13 Mr. Schindler answered affirmatively.
14

15 Acting Chairman Taylor questioned what zoning categories food trucks would be
16 allowed in.
17

18 Mr. Schindler responded, they would be allowed in the M-1A, M-2A, and PUD
19 zoning. Right now, PUD covers the major employment centers; Colonial Center
20 Heathrow, Primera, and then M-1A covers Northpoint. Those are the bulk of the
21 City's employment areas.
22

23 Acting Chairman Taylor asked, what is the spirit of what you are trying to
24 accomplish with the 500'?
25

26 Mr. Schindler replied, just another level of protection so that a food truck doesn't
27 – maybe on a different piece of property, but right next to an adjacent restaurant,
28 on a separate piece of property.
29

30 There being no further questions from the Board to Mr. Schindler, Acting
31 Chairman Taylor opened the hearing to public comment. Hearing none, she
32 closed that portion and entertained board discussion and/or a motion.
33

34 Member Miller commented, the City Commission is going to have to pass this. I
35 find no good reason for doing this. Food trucks would be better suited for a
36 construction area like where they are building the Veteran's Administration (VA),
37 but to make it okay for people to sell food off trucks in existing, zoned areas
38 already built out with restaurants and other things just seems like counter-
39 productive for what we do for the kind of City we want to have and doesn't make
40 sense. I understand you want everybody in the world to be happy and mobile
41 food vendors to like us just like the restaurants like us, but it doesn't make any
42 sense to me to do this.
43

1 Acting Chairman Taylor commented, I've had some more time to think about it,
2 and especially with the new changes made, it seems like -- this wasn't a request
3 from anybody so it is something that City staff is doing on their own, proactively
4 looking at it, but now the City Commission kind of wants to part and parcel it into
5 so many tiny little parts it's almost making it too difficult for someone to do it. So,
6 I think I'm leaning more towards the side of why bother until it becomes an issue,
7 maybe someone with a true business plan or a need. This is only doing it part
8 way. It doesn't seem like we are really doing it. We are just kind of doing it part
9 way, just kind of dipping a toe in the water. It is so narrow now.

10
11 Mr. Schindler said, well, understand, there are still lots of areas in Northpoint,
12 Primera and Colonial Center Heathrow that have five acres and would meet the
13 500-foot separation. So, it is aimed mostly at the office employment areas as a
14 convenience to those people who work in those areas.

15
16 Member Miller commented, if you made it 2,500', you wouldn't be able to do it in
17 the Colonial either because of the proximity to Dexter's and all of those places.

18
19 Mr. Schindler concurred.

20
21 Member Miller commented, and I kind of like jacking that footage up. It kind of
22 gets me where I want to be. I might even vote for it if you will say 3,000'.

23
24 Mr. Schindler stated, you may recommend anything you wish.

25
26 Alternate Fitzgerald questioned, as it is stated now, is it legal for a food truck to
27 operate over there where they are building the SunRail Station?

28
29 Mr. Schindler answered, yes, because that is not under the jurisdiction of the
30 City, that is FDOT. It's just like they didn't come in for an arbor permit to remove
31 the trees. That is because it's the State and the State supersedes the City.

32
33 Alternate Fitzgerald disclosed that he was going to abstain from voting on this
34 item and was handed Form 8B.

35
36 Acting Chairman Taylor asked, is there a way to do this on a test basis to see
37 how it works? Like a preliminary three-month test as opposed to just putting it
38 out there?

39
40 Mr. Schindler responded, well, if it doesn't work, then staff will come back. He
41 questioned, but, then, the question is what is it that doesn't work -- I mean, what
42 are the thresholds of it not working?

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1 Acting Chairman Taylor replied, restaurant owners complaining, citizens
2 complaining.

3
4 Mr. Schindler said, well, if there are complaints, then we will go to the City
5 Commission and say, hey, we have gotten all these complaints.

6
7 Member Miller asked, you would do that after we pass this and after they start
8 doing it?

9
10 Mr. Schindler replied, of course, because that is the only way we know that it
11 wouldn't work.

12
13 Member Miller commented, once we do this, coming out of it is not the same as
14 going into it in the first place. I mean, people make investments, people do what
15 they are going to do based on the ordinances that you pass. So, if you are going
16 to pull it back, you need to pull it back now, not after you do it and people
17 complain.

18
19 Mr. Schindler stated, then make whatever recommendation you wish.

20
21 Member Schofield questioned, would these food truck vendors have to pay any
22 kind of fee to the City to be able to sell?

23
24 Mr. Schindler answered, yes, they must have a Business Tax Receipt.

25
26 Member Schofield asked, what is the cost of one of those?

27
28 Mr. Schindler responded, it varies.

29
30 Mr. Noto added, they range between \$25-\$100.

31
32 Mr. Schindler said, it is certainly not anywhere comparable to what a land-based
33 restaurant would pay in taxes.

34
35 Member Miller added, ensuring that it is collected is a little bit more difficult too.

36
37 Member Schofield questioned, and what are the fines if somebody doesn't have
38 the proper receipt?

39
40 Mr. Schindler replied, if it was taken to the Code Enforcement Board as a repeat
41 offender, it could be up to \$250 a day.

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Member Schofield asked if somebody would be able to pull a truck into the same parking lot where Burger Fi is or where the Target is.

Mr. Schindler answered, no.

Mr. Noto added, that is in the County.

Mr. Schindler stated, your point is well taken though. They would not be allowed to go into commercial areas. They couldn't have the hot dog stand at Home Depot because that is zoned C-2 and it is prohibited there.

Mr. Noto said, the spirit of what Gary put together, and based on the direction we got from administration, was to prepare for SunRail. This all came from Strategic Planning in that the real reason it is catering towards PUD, M-1A and M-2A is to prepare for those people who could take SunRail and don't have a car to go anywhere for lunch, don't bring their lunch and are far away from restaurants. That being more so in Northpoint than Primera and maybe Colonial. When the food trucks first came to the City last year or the year before -- I don't remember how long it was -- the food trucks were ahead of all governments as far as the trend in this new thing, the way they do business now, and so they had to petition almost all the local governments in the area to have these little food truck craves that happen once a week in different areas of the region. And so, they have been so popular here, Orlando and Casselberry in that this is a way to just say, all right, we are going to open up your market in that area in preparation for Sunrail, and if the market is not there, then, well, okay, but here it is.

Member Schofield commented, let the free market -- right. He questioned, so, they wouldn't be able to, say, pull into City Hall parking lot at lunchtime?

Mr. Schindler responded, no, because that is private property.

Mr. Noto replied, no.

Member Miller stated, but, I thought we just said SunRail is FDOT so it doesn't matter what we do. It doesn't affect...

Mr. Noto interposed saying, well, I mean -- right. I mean, like, people that ride SunRail, they would take Lynx or a taxicab to go to work in the morning and then they are stuck in their office all day because they don't have a car to get around. So, this would bring the food to them, hypothetically, or at least open the market to do such a thing.

1 Member Schofield asked, so, essentially, it is just the high-density office space;
2 AAA?

3
4 Mr. Noto answered, right. Verizon, Convergis, all that over there.

5
6 Member Schofield commented, I don't see a problem with this as long as they
7 can't pull into the parking lot where Publix, Target or Burger Fi, or any of those
8 are located, or even at City Hall during the day unless it's a sponsored event.

9
10 Mr. Noto said, the only thing about the Burger Fi and that, that's Seminole
11 County. So, they may have some different regulations than us, but like the Home
12 Depot type of thing...

13
14 Member Schofield interjected saying, well, I'm using them as an example. Yeah,
15 the Home Depot, the Publix on Rinehart, they wouldn't be able to pull into there,
16 or the CVS across the street. That is what I'm concerned about. But, this is
17 targeting specifically the high-density office space. If we are trying to cater to the
18 people who are potentially going to be the Sun-Rail users – they are giving up
19 their cars riding SunRail. I would hope that we would have some sort of bus
20 system. I would hate to have to pay a taxi every day. If I am going to do that, I
21 might as well just drive my own car. So, I would hope that there is some sort of
22 Lynx bus, some sort of route system running every ten minutes or something, a
23 couple of them. But, if I am one of those riders that does all of that, I would find
24 that to be very convenient. And, if it is only in the high-density office areas where
25 walking to a restaurant, for the most part, is not possible, I would find this to be
26 rather convenient and probably would utilize it a lot. With that said, I don't work
27 in that area, but I can see where it could be convenient, and if we, as a City, want
28 to be proactive to the employees that work in our area – they wouldn't be
29 spending dollars in Lake Mary, but they would still be spending dollars -- I don't
30 see anything horrible about it. But, I would be interested to see if we started
31 getting complaints and revising it at a later point, like you had mentioned earlier,
32 Colleen, is there a way we can do a trial run. I think that if we were to vote this
33 in, if complaints came in, you would have to just modify it to handle the specific
34 complaints that came in. But, I would be hesitant just to say no and not even
35 give it a chance.

36
37 Acting Chairman Taylor questioned how this item was noticed to the public.

38
39 Mr. Schindler responded, we just advertised it, legal advertisement.

40
41 Mr. Noto added, it's a code amendment so we just advertise it, but there are no
42 mailers or anything like that because it is not property specific.

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Acting Chairman Taylor commented, because now we have made it so narrow that the only restaurants that would really be affected are restaurants that are internal to specific businesses. Some businesses have one small restaurant inside that caters to them so it would probably be a pretty narrow margin, but they don't get the foot traffic that other restaurants would get so they are kind of dependant on that and that is who we are really potentially.....

Member Miller asked, if you do the 500' and Nature's Table is on the fifth floor, how does that work?

Mr. Schindler replied, it is from the building in which it's located if it's internal. It is not down the elevator and out the front door.

Member Miller commented, because there are Nature Table restaurants I know in some of the buildings.

Member Schofield stated, the Fiser building.

Member Miller commented, but I'm not familiar with what is in the other buildings. I have no idea.

Acting Chairman Taylor commented, well, I think it should at least have 500' and we need to pick a point, whether it is the front door or something else. I still would like to maybe see it be a six-month run or something; this be in effect for six months and it just terminate unless someone comes back and says they want to make it permanent. That would be my recommendation. Let them come in. Let the City staff see how it works. Let everyone see how it works. If it doesn't work, then you have an easy out because it was just done, and if it does work, it has proven the concept and it goes on.

Mr. Noto questioned Mr. Schindler, in the areas where we allow them already, do we have records of complaints?

Mr. Schindler answered, no. The only complaints we get are the ones we usually get after-the-fact, someone saying, well, there was a hot dog vendor at Home Depot over the weekend, and if they are no longer there and we get the complaint on Monday, then there is not much we can do.

Acting Chairman Taylor commented, that kind of proves Sid's point; that since they are mobile and if they are not there, then they're not going to be there when.....

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Mr. Schindler said, but, understand, they do not have to register now. They will have to register. There are a number of hoops that they have to go through under the regulations. At Home Depot, it's an infrequent thing. It may be once or twice a year that they have come in. But, whatever recommendation you wish; whether it be approval, denial, different conditions.

Member Miller commented, there are a lot of suppositions going into that trial thing too because if I were going into that business based on some code that we passed, I wouldn't go into it and invest anything based on the fact that you could change it in six months. I mean, I would have a business plan to do that.

Acting Chairman Taylor commented, but I think there are a lot of active trucks in the area.

Member Schofield asked if it would be better to postpone voting on this until a full board was present, or would that be unnecessary.

Member Miller responded, don't do that.

Acting Chairman Taylor stated, I don't think it's necessary. I think it needs to just get done.

Member Miller commented, I would probably vote for it if you increased that 500' to some slightly larger number. I don't think 500' is very far, in my opinion.

Acting Chairman Taylor questioned, 750'?

Member Miller replied, go to 750' or 1,000'.

Alternate Fitzgerald agreed.

Member Schofield commented that he thought there aren't that many restaurants in these areas to begin with. So, if you make it 750' or 1,000', it doesn't really change anything, for the most part, unless a restaurant decides to build in these areas.

Member Miller commented, there are three buildings in that row there. Nature's Table may only be in one of those three buildings. So, if you make it 2,000', then they can't go to any of those three buildings, but if you make it 500', they can go to the two that don't have a Nature's Table there. There is so much supposition in this. My block was really – the people who pay taxes, who our are tax base, are the restaurant owners and we are throwing in something that doesn't match what I think of the quality of the name, Lake Mary, and we are just doing it

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ourselves to bring in trucks to park in parking lots and sell hot dogs in the parking lots. For me, that is not the City I live in that would ask to have that done. I don't mean to sound egotistical.

Member Schofield commented, that almost sounds like a sales tax issue, like, with Amazon and E-Bay.

Member Miller said, exactly.

Acting Chairman Taylor commented, but, we do have a lot of workers and they want options.

Member Miller commented, this is the first time I have heard that, about it being a strategy associated with SunRail.

Member Schofield commented, and I think it's an important piece too, about it being a strategy for SunRail. The bottom line, too, is if they don't offer good food, they are going to stop going to them, the market will dry up, and they probably won't go to them every day. They might go to a different restaurant or carpool with some people. So, I don't think it's a bad thing. I'm okay with 750', if you want to raise it to that.

MOTION:

Member Schofield moved to recommend approval to the City Commission the request by City of Lake Mary/Community Development Department regarding a Zoning Text Amendment for proposed revisions to Section 154.21 related to mobile food vendors, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following condition. Member Miller seconded the motion, which carried unanimously 3-0. Alternate Fitzgerald abstained from voting on the motion (see Form 8B attached).

CONDITION:

- 1. Planning and Zoning Board recommends amending 2. on page 2 of the Staff Report to read "Food trucks shall not be permitted within 750' of an existing restaurant's front door".**

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Integrado Sean Michael</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Planning Zoning Lake Mary</i>
MAILING ADDRESS <i>444 Country Wood Circle</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>Lake Mary Seminole</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>5/14/13</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Sean Fitzgerald, hereby disclose that on 5/14, 20 12:

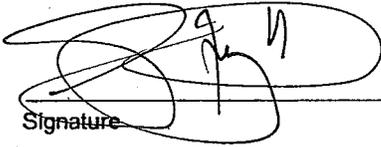
(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

2012 ZTA-OS
 My conflict is that I operate
 A restaurant that would
 be affected adversely by
 food trucks.

Date Filed _____

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

QUASI-JUDICIAL SIGN-IN SHEET

5/14, 2013
P+2 MEETING
(please print)

Name _____ Phone No. _____

Address _____

Item of Interest _____

Name _____ Phone No. _____

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Item of Interest _____

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Item of Interest _____



CITY MANAGER'S REPORT

DATE: June 6, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. 2013 Road Reclamation and Paving Program. **(ATTACHMENT #1)**
2. Trailhead Park Concession Agreement – contract amendment. **(ATTACHMENT #2)**
3. Request for authorization to proceed with design services and construction documents for three traffic circles. **(ATTACHMENT #3)**
4. Request for expenditure from Law Enforcement Trust Fund for donation. **(ATTACHMENT #4)**
5. Appointment/reappointment to Advisory Boards. **(ATTACHMENT #5)**



CITY MANAGER'S REPORT

DATE: June 6, 2013
TO: City Commission
FROM: Bruce Paster P.E., Director of Public Works
SUBJECT: 2013 Road Reclamation and Paving Program

DISCUSSION: This year's asphalt street resurfacing program includes three separate types of paving processes; full depth reclamation, milling and resurfacing, and double micro-resurfacing. Full depth reclamation is needed for several streets in the Cardinal Oaks Cove subdivision. Areas of the subdivision experienced many road base failures due to problems with stormwater pipes and tree roots. These issues have been resolved and some roads were repaired in 2011. This year the remainder of the roads will be repaired. The process includes milling the existing surface down into the base 8" deep, injecting emulsion into the milled material, grading and recompacting the reclaimed base material and placing 1.5 inches of new asphalt on top.

Milling and resurfacing is slated for Sun Oaks, Crystal Lake Estates, areas in the Hills of Lake Mary and the portion of Timacuan Boulevard between Grayling Street and the traffic circle at Mohegan Boulevard which though structurally sound is substandard in wearing surface and appearance.

Additionally, we will be adding a double layer of micro-resurfacing in the Manderley Subdivision and on Commerce Street. The Manderley subdivision received a single layer of micro-resurfacing in 2008 which did not perform well. This year we are doubling the thickness and will be utilizing additional construction engineering and inspection support from CPH Engineers to ensure a better quality outcome. CPH also assisted the City on providing tighter workmanship and testing specifications to be used for all paving work.

The City of Lake Mary advertised for bids for Road Reclamation and Paving per BID 13-05. On May 9, 2013 we received submittals from the following three firms:

Masci Corporation
Ranger Construction Industries
Roadway Management Inc.

The most responsive bid (see attached bid summary) was received from Roadway Management with a base bid of \$539,772.21. Staff also recommends adding bid alternates 25-29 (Timacuan Blvd. paving) for a total bid award of \$665,512.06. The 2013 Street Resurfacing budget balance is \$675,769.00. The work will include a three year warranty. We checked the references Roadway Management provided. In addition, the City has had successful projects utilizing this firm in the past.

This bid included two years of budgeted monies to benefit from the economies of scale when bidding larger projects. It is estimated from the unit costs obtained in this bid that the City will save approximately 15% (~\$120,000) by combining these two years of planned paving projects.

RECOMMENDATION: Commission authorize the City Manager to enter into an agreement with Roadway Management Inc. in an amount not to exceed \$665,512.06 for the above described road work.

CITY OF LAKE MARY ROAD RECLAMATION AND PAVING PROJECT
 BID SUMMARY

Manderley

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1 Mobilization	LS	1	\$7,900.00	\$7,900.00
2 Maintenance of Traffic	LS	1	\$4,200.00	\$4,200.00
3 Erosion Control and Inlet Protection	LS	1	\$1,200.00	\$1,200.00
4 Micro-Surfacing (Double)	SY	27840	\$3.99	\$111,081.60
SUB-TOTAL				\$124,381.60

Masci

UNIT PRICE	TOTAL PRICE
\$7,900.00	\$7,900.00
\$4,200.00	\$4,200.00
\$1,200.00	\$1,200.00
\$3.99	\$111,081.60
	\$124,381.60

Roadway Management

UNIT PRICE	TOTAL PRICE
\$22,223.03	\$22,223.03
\$1,485.00	\$1,485.00
\$500.00	\$500.00
\$2.83	\$78,787.20
	\$102,995.23

Ranger Construction

UNIT PRICE	TOTAL PRICE
\$2,500.00	\$2,500.00
\$3,990.00	\$3,990.00
\$570.00	\$570.00
\$3.90	\$108,576.00
	\$115,636.00

Hills of Lake Mary

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
5 Mobilization	LS	1	\$7,900.00	\$7,900.00
6 Maintenance of Traffic	LS	1	\$1,890.00	\$1,890.00
7 Erosion Control and Inlet Protection	LS	1	\$1,200.00	\$1,200.00
8 Mill existing Asphalt	SY	3085	\$1.99	\$6,139.15
9 1.5" Asphalt Resurfacing	SY	3085	\$7.97	\$24,587.45
SUB-TOTAL				\$41,716.60

UNIT PRICE	TOTAL PRICE
\$7,900.00	\$7,900.00
\$1,890.00	\$1,890.00
\$1,200.00	\$1,200.00
\$1.99	\$6,139.15
\$7.97	\$24,587.45
	\$41,716.60

UNIT PRICE	TOTAL PRICE
\$15,331.08	\$15,331.08
\$495.00	\$495.00
\$250.00	\$250.00
\$2.67	\$8,236.95
\$7.37	\$22,736.45
	\$47,049.48

UNIT PRICE	TOTAL PRICE
\$1,800.00	\$1,800.00
\$2,315.00	\$2,315.00
\$115.00	\$115.00
\$2.65	\$8,175.25
\$8.65	\$26,685.25
	\$39,090.50

Pine Tree Rd, Cedar Ln, Magnolia Ln, and Willow Dr

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
10 Mobilization	LS	1	\$14,550.00	\$14,550.00
11 Maintenance of Traffic	LS	1	\$3,430.00	\$3,430.00
12 Erosion Control and Inlet Protection	LS	1	\$2,900.00	\$2,900.00
13 8" Full Depth Reclamation w/2" Asphalt Resurfacing	SY	10519	\$21.45	\$225,632.55
14 Sodding (Bahia)	SY	1688	\$1.95	\$3,291.60
SUB-TOTAL				\$249,804.15

UNIT PRICE	TOTAL PRICE
\$14,550.00	\$14,550.00
\$3,430.00	\$3,430.00
\$2,900.00	\$2,900.00
\$21.45	\$225,632.55
\$1.95	\$3,291.60
	\$249,804.15

UNIT PRICE	TOTAL PRICE
\$11,725.10	\$11,725.10
\$2,475.00	\$2,475.00
\$500.00	\$500.00
\$19.20	\$201,964.80
\$5.00	\$8,440.00
	\$225,104.90

UNIT PRICE	TOTAL PRICE
\$9,885.00	\$9,885.00
\$6,605.00	\$6,605.00
\$2,965.00	\$2,965.00
\$21.25	\$223,528.75
\$2.85	\$4,810.80
	\$247,794.55

CITY OF LAKE MARY ROAD RECLAMATION AND PAVING PROJECT
 BID SUMMARY
 Page 2

Commerce St

DESCRIPTION	UNITS	QUANTITY
Mobilization	LS	1
Maintenance of Traffic	LS	1
Erosion Control and Inlet Protection	LS	1
Cape Seal w/ Double Microsurfacing	SY	5961
Sodding (Bahia)	SY	681
SUB-TOTAL		

UNIT PRICE	TOTAL PRICE
\$7,900.00	\$7,900.00
\$1,890.00	\$1,890.00
\$750.00	\$750.00
\$7.45	\$44,409.45
\$1.95	\$1,327.95
	\$56,277.40

UNIT PRICE	TOTAL PRICE
\$19,833.49	\$19,833.49
\$990.00	\$990.00
\$250.00	\$250.00
\$5.66	\$33,739.26
\$5.00	\$3,405.00
	\$58,217.75

UNIT PRICE	TOTAL PRICE
\$2,370.00	\$2,370.00
\$1,710.00	\$1,710.00
\$285.00	\$285.00
\$7.70	\$45,899.70
\$7.05	\$4,801.05
	\$55,065.75

Estates Cir, Sun Oaks Ct

DESCRIPTION	UNITS	QUANTITY
Mobilization	LS	1
Maintenance of Traffic	LS	1
Erosion Control and Inlet Protection	LS	1
Mill existing Asphalt	SY	11229
1.5" Asphalt Resurfacing	SY	11229
SUB-TOTAL		

UNIT PRICE	TOTAL PRICE
\$7,900.00	\$7,900.00
\$2,480.00	\$2,480.00
\$1,700.00	\$1,700.00
\$1.99	\$22,345.71
\$7.97	\$89,495.13
	\$123,920.84

UNIT PRICE	TOTAL PRICE
\$14,539.95	\$14,539.95
\$660.00	\$660.00
\$250.00	\$250.00
\$1.81	\$20,324.49
\$6.29	\$70,630.41
	\$106,404.85

UNIT PRICE	TOTAL PRICE
\$1,400.00	\$1,400.00
\$4,630.00	\$4,630.00
\$115.00	\$115.00
\$1.70	\$19,089.30
\$7.65	\$85,901.85
	\$111,136.15

TOTAL BASE BID

\$596,100.59

\$539,772.21

\$568,722.95

Timacuan Blvd

DESCRIPTION	UNITS	QUANTITY
Mobilization	LS	1
Maintenance of Traffic	LS	1
Erosion Control and Inlet Protection	LS	1
Mill existing Asphalt	SY	14438
1.5" Asphalt Resurfacing	SY	14438
SUB-TOTAL		

UNIT PRICE	TOTAL PRICE
\$12,530.00	\$12,530.00
\$3,230.00	\$3,230.00
\$2,550.00	\$2,550.00
\$1.99	\$28,731.62
\$7.97	\$115,070.86
	\$162,112.48

UNIT PRICE	TOTAL PRICE
\$1,429.35	\$1,429.35
\$1,237.50	\$1,237.50
\$350.00	\$350.00
\$1.99	\$28,731.62
\$6.51	\$93,991.38
	\$125,739.85

UNIT PRICE	TOTAL PRICE
\$1,340.00	\$1,340.00
\$6,945.00	\$6,945.00
\$115.00	\$115.00
\$1.85	\$26,710.30
\$7.75	\$111,894.50
	\$147,004.80

CITY OF LAKE MARY ROAD RECLAMATION AND PAVING PROJECT
 BID SUMMARY
 Page 3

Material and Workmanship Bond (3 Year)

DESCRIPTION
30
31
32
33
34
35
SUB-TOTAL

TOTAL PRICE
\$2,260.00
\$920.00
\$3,990.00
\$1,100.00
\$2,215.00
\$2,890.00
\$13,375.00

\$175,487.48

TOTAL BASE BID plus ALT BID ITEMS 25-29

\$758,213.07

TOTAL PRICE
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$60,000.00

\$185,739.85

\$665,512.06

TOTAL PRICE
\$235.00
\$80.00
\$505.00
\$115.00
\$230.00
\$300.00
\$1,465.00

\$148,469.80

\$715,727.75

Unencumb. Fund Balance: \$675,769.00



CITY MANAGER'S REPORT

DATE: June 6, 2013
TO: City Commission
FROM: Gunnar Smith, Recreation Supervisor & Events Center Manager
SUBJECT: Trailhead Park Concession Agreement - contract amendment

Mr. Stephen G. Tibstra of "Blenders, LLC d/b/a Smoothie King", the Trailhead Park Concessionaire, has recently completed some interior modifications at his own cost to the Trailhead Concession stand in an effort to improve the customer experience and enhance the aesthetics of the building. In turn, Mr. Tibstra has proposed the attached contract amendments to further solidify the mutual commitment of the City and Smoothie King for years to come.

Recommendation:

Request Commission authorize City Manager to execute proposed amendment to the concession agreement for Trailhead Park with Blenders, LLC, d/b/a Smoothie King.

Attachments:

1. Proposed Contract Amendment
2. Trailhead Park Concession Agreement
3. December 17, 2012 Contract Amendment



CITY OF LAKE MARY
CONTRACT AMENDMENT

TRAILHEAD PARK CONCESSION AGREEMENT

This amendment is made as of this 6th day of June 2013, to the original agreement dated August 29, 2012 and later amended on December 17, 2012, between Blenders, LLC, d/b/a Smoothie King and City of Lake Mary.

- A. Blenders, LLC, d/b/a Smoothie King and the City of Lake Mary agree to amend the Agreement as follows:

SECTION 2. TERM

- (a) The term of this Agreement shall commence on June 6, 2013, and terminate on June 6, 2018. This Agreement may be extended by mutual approval of the CITY and the CONCESSIONAIRE for a period of two additional five (5) year periods.

SECTION 3. LICENSE FEE

- (a) The CONCESSIONAIRE shall pay to the CITY a license fee for each accounting period. The fee shall be escalating as followings:
- (1) Twenty percent (20%) of net revenues until September 30, 2013. Beginning October 1, 2013 pay the monthly rental fee of \$625 per month.
 - (2) Monthly fee will be reevaluated by the CITY and the CONCESSIONAIRE at each contract extension or as market conditions change.

SECTION 7. POWERS RESERVED BY CITY

The CITY reserves, but is not limited to, the following powers:

- (b) Final determination of the design, layout, and location of all physical improvements for the concession activities and any future changes or modifications. Any design, layout, or building modification will revert back to the City at the conclusion of the contract term.

CITY OF LAKE MARY, FLORIDA

JACKIE SOVA, CITY MANAGER

DATED: _____

BLENDERS, LLC d/b/a SMOOTHIE KING

STEPHEN G. TIBSTRA, MANAGING PARTNER

DATED: _____

TRAILHEAD PARK CONCESSION AGREEMENT

Agreement made as of this 1st day of August ~~September~~ 2012.

Between the Owner: City of Lake Mary
100 N. Country Club Road
Lake Mary, FL 32746

and the Concessionaire: Blenders, LLC, d/b/a Smoothie King
5224 W. SR 46 #305
Sanford FL 32771

The Project is: Trailhead Park Concession

The City of Lake Mary owns a concession facility and restrooms known as "Trailhead Park" with a physical address of 3990 W. Lake Mary Blvd, Lake Mary, Florida 32746. The City desires to engage Blenders, LLC to provide services at said address.

Now, therefore, in consideration of the mutual covenants contained herein and acknowledged, the parties agree to as stated below:

SECTION 1. DEFINITIONS

- (a) "CONCESSIONAIRE" shall mean Blenders, LLC who is authorized to provide food, beverage and rental concessions under this Agreement and its members, agents, or employees who are engaged in the management, operation and sale of concessions and rentals.
- (b) "CONCESSION" shall mean the sale and supporting activities necessary for the operation of the trailhead facility and the sale of food, beverages and rentals under this Agreement.
- (c) "CITY" shall mean Lake Mary, Florida, a municipal corporation of the State of Florida.
- (d) "CITY MANAGER" shall mean the City Manager of Lake Mary, Florida, or designee.
- (e) "CONCESSION PRODUCTS" shall mean all food and beverage products authorized by CITY for sale under this Agreement and rental equipment authorized by the CITY for rent under this Agreement.
- (f) "ACCOUNTING PERIOD" shall mean the period commencing each first day of the month and ending the last day of the month.



- (g) "DIRECTOR" shall mean the Director of Parks and Recreation for Lake Mary, Florida, or designee.
- (h) "GROSS REVENUES" shall mean the total sales of all concession products and rental fees and the charges made for all services performed for which a charge is made by CONCESSIONAIRE, whether for cash or credit and whether collected or outstanding under this Agreement. The term gross revenue does not include Florida sales and use tax or any tax on sales or use of concession products.
- (i) "NET REVENUES" shall mean all of the monies remaining after appropriate and approved expenditures for operation of the concession and rental of recreational items have been subtracted from the gross revenues. All expenditures shall be standard and appropriate for accounting practices as deemed by the City's Finance Director.

SECTION 2. TERM

- (a) The term of this Agreement shall commence on September 10, 2012, and terminate on September 10, 2014. "This Agreement may be extended by mutual approval of the CITY and the CONCESSIONAIRE annually thereafter for up to (5) five years."

SECTION 3. LICENSE FEE

- (a) The CONCESSIONAIRE shall pay to the CITY a license fee for each accounting period. The fee shall be escalating as followings:
 - Twenty percent (20%) of net revenues for the first six (6) months.
 - 2% of gross revenue for months 6-12.
 - 5% of gross revenue after the first twelve (12) months

Payments shall be made monthly and are due within fifteen (15) days of the end of each month.

SECTION 4. CITY RESPONSIBILITIES

- (a) Subject to the term of this Agreement, the CITY grants the CONCESSIONAIRE an exclusive license to operate said "Trailhead Park" concession facility located at said address of Lake Mary Boulevard and Rinehart Road, Lake Mary, Florida.
- (b) Subject to the terms and conditions of this Agreement, the CITY grants CONCESSIONAIRE an exclusive license to sell food, drinks and rentals at "Trailhead Park". All fees thereof must be approved, in writing, by the City Manager of Lake Mary, Florida.



- (c) The CITY shall maintain and repair the exterior building structure designated for the CONCESSIONAIRE'S use, including painting and maintenance. The CITY shall be responsible for maintenance of lighting fixtures attached to its buildings. The CONCESSIONAIRE shall indemnify the CITY and be solely responsible for damages and repairs to CITY buildings and facilities caused by CONCESSIONAIRE or its employees and agents.
- (d) The CITY shall provide trash pickup and outside trash receptacles.
- (e) The CITY shall pay for exterior utilities and water, including sewage.
- (f) The CITY shall maintain all lawn and shrub areas.
- (i) The CITY shall provide site improvements as it deems necessary to beautify and enhance Trailhead Park and Concession. This may include tree trimming and other site improvements. Cost sharing with Blender's LLC on other improvements may also be considered.
- (j) The CITY will provide entry sign(s) to the site with option for Smoothie King sign attachment.

SECTION 5. CONCESSIONAIRE RESPONSIBILITIES

- (a) The CONCESSIONAIRE shall be responsible for obtaining all required permits and licenses required including all city, county and state occupational, health or other permits or licenses.
- (b) The CONCESSIONAIRE shall be responsible for compliance with all applicable federal, state and city laws, rules, policies and regulations related to the operation of this Agreement and sale of concession products.
- (c) The CONCESSIONAIRE is responsible for the maintenance and repair of all equipment associated with the concession stand and will assure that all equipment, including drive units and compressors, shall not generate offensive noise levels and shall be neat and clean on the interior and exterior at all times.
- (d) The CONCESSIONAIRE shall be responsible for repair and/or replacement due to damage to the concession stand equipment whether the damage is caused by fire, flood, lightning, vandalism, or any cause beyond the control of the CITY.



- (e) The CONCESSIONAIRE shall prepare and affix signage, as approved by the Director, displaying the concession product menu and pricing in plain view of patrons.
- (f) The CONCESSIONAIRE shall assure adequate staffing of all facilities with sufficient, suitable personnel and the personnel shall be the sole responsibility of the CONCESSIONAIRE.
- (g) The CONCESSIONAIRE shall assure that all personnel assigned to CITY facilities shall be courteous and properly attired at all times.
- (h) The CONCESSIONAIRE shall properly maintain all concession areas to present a neat, clean and attractive appearance to the CITY and its patrons.
- (i) The CONCESSIONAIRE shall perform janitorial and minor maintenance services required to comply with the terms of this Agreement. The concession area shall be maintained by CONCESSIONAIRE including all inside space, walls, ceilings, and floors. The CONCESSIONAIRE shall be responsible for the daily collection of litter, discarded cups and wrappers which result from concession sales. The CITY will provide an adequate number of trash containers and shall remove the trash as the need determines.
- (j) The CONCESSIONAIRE shall provide a routine pest control program. Additionally, the CONCESSIONAIRE shall provide additional pest control services as necessary and as directed by the Director.
- (k) The CONCESSIONAIRE shall provide, at its sole cost, all products necessary to support the sales of concession products.
- (l) The CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support the concession area. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The CITY shall provide no food service or storage of equipment.
- (m) It will be the responsibility of the CONCESSIONAIRE to bring the concession facility within compliance of all required codes and standards for the services provided. All costs involved, construction and otherwise, will be the CONCESSIONAIRE'S responsibility.
- (n) The price of items, rentals and repair fees will remain unchanged during the contract period unless approved in writing by the City Manager.

See Attachment "A" for concession prices and hours of operation.



SECTION 6. REMOVAL OF CONCESSIONAIRE PERSONNEL

- (a) The CONCESSIONAIRE agrees, upon written direction by City Manager setting forth just cause, to remove from service at Trailhead Park any of its members, employees, or agents who are responsible for improper conduct under this Agreement, who violate any federal, state or City laws, rules, policies or regulations, or who are unable or unqualified to perform their assigned duties as determined by the CITY. CONCESSIONAIRE shall provide a replacement person, acceptable to CITY, for the member, employee, or agent removed.

SECTION 7. POWERS RESERVED BY CITY

The CITY reserves, but is not limited to, the following powers:

- (a) Final determination of the quality and retail prices of all concession products and rental of equipment.
- (b) Final determination of the design, layout, and location of all physical improvements for the concession activities and any future changes or modifications.

SECTION 8. INDEMNIFICATION

- (a) The CONCESSIONAIRE agrees to indemnify and hold harmless the CITY, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, or any kind and nature arising out of or in any way connected with the performance of this Agreement whether by act or omission of the CONCESSIONAIRE, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

SECTION 9. INSURANCE

- (a) General. The CONCESSIONAIRE shall, at the CONCESSIONAIRE'S own cost, procure the insurance required under this Section.
- (1) Before taking possession of the leased premises, the CONCESSIONAIRE shall furnish the CITY with a certificate or certificates of insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial General Liability, Property Insurance, Business Automobile Insurance, and Workers' Compensation Insurance).

TRAILHEAD PARK CONCESSION AGREEMENT

Blenders, LLC

Page 5 of 12



The certificates of insurance shall provide that the CITY shall be given not less thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the CONCESSIONAIRE shall provide the CITY with renewal or replacement of the insurance for which a previous certificate has been provided.

- (2) In addition to providing the certificates of insurance pursuant to the above, if requested by the CITY, the CONCESSIONAIRE shall, within thirty (30) days after receipt of the request, provide the CITY with a certified copy of each of the policies of insurance providing the coverage required.
 - (3) Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONCESSIONAIRE shall relieve the CONCESSIONAIRE of the CONCESSIONAIRE'S full responsibility for liability, damages, and accidents.
- (b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:
- (1) Such companies must be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida.
 - (2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
 - (3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its certificate of authority or shall fail to maintain the Best's Rating and Financial Size Category specified above, the CONCESSIONAIRE shall, as soon as the CONCESSIONAIRE has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by that insurer with a different insurance company meeting the requirements noted above. Until such time as the CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONCESSIONAIRE shall be deemed to be in default of this Agreement.
- (c) Specifications. Without limiting any of the other obligations or liabilities of the CONCESSIONAIRE, the CONCESSIONAIRE shall, at the CONCESSIONAIRE'S sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this section. Except as otherwise specified in this

TRAILHEAD PARK CONCESSION AGREEMENT

Blenders, LLC

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Agreement, the insurance shall commence prior to or concomitant with the commencement of this Agreement and shall be maintained in force until this Agreement expires. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Commercial General Liability

- (a) The CONCESSIONAIRE'S insurance shall cover the CONCESSIONAIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), and filed for use in the State of Florida by the Insurance Services Office, without attachment of restrictive endorsements.
- (b) The minimum limits to be maintained by the CONCESSIONAIRE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be not less than the following amounts:

	<u>Limits</u>
General Aggregate Limits	Three times each occurrence limit
Personal & Advertising Injury Limit	\$1,000,000.00
Products/Completed	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

- (c) Additional insured. The City of Lake Mary, Florida, its officials, officers, and employees are to be included as additional insureds.
- (d) Named insured. The City of Lake Mary, Florida, must be included as a named insured.

(4) Workers' Compensation/Employer's Liability

- (a) The CONCESSIONAIRE insurance shall cover the CONCESSIONAIRE and its subcontractors of every tier for those sources of liability, which would be covered by the latest edition Trailhead Park concession operations of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.
- (b) If concession is required to have Workers' Compensation by state or federal law, subject to the restrictions of coverage



found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(c) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	Each Accident
\$500,000.00	Disease - Policy Limit
\$100,000.00	Disease - Each Employee

(5) Commercial General Liability

- (a) Coverage. The insurance provided by the CONCESSIONAIRE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY shall be in excess of and not contributing with the insurance provided by or on behalf of the CONCESSIONAIRE.
- (b) Provision. Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.
- (c) Obligation. Compliance with the foregoing requirements shall not relieve the CONCESSIONAIRE nor that of its employees or agents of liability from any obligations under this Agreement.

SECTION 10. BREACH BY CONCESSIONAIRE

(a) Material Breach. Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, profitability, operational capacity, or favorable public image or reputation of the CITY'S park shall be material breach and shall entitle the CITY to terminate this Agreement and all rights arising hereunder upon thirty (30) days written notice; provided that nothing herein shall preclude the CITY or its agents from taking any immediate necessary action to remedy dangerous or unsafe



conditions, regardless of the impact upon the CONCESSIONAIRE. The parties agree that the CITY shall retain the right, through its Director, to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach hereunder. Any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating this Agreement in accordance with the foregoing.

- (b) Loss of Essential Licenses – Extraordinary Breach. The parties agree that the loss by CONCESSIONAIRE of any license or license agreement permit necessary to the legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the CITY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license or permit.
- (c) Unsatisfactory Performance. The parties agree that the CITY shall retain the right to demand performance which is in all ways satisfactory to it and the Director shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRE'S performance hereunder is deemed unsatisfactory, the CITY shall have the right to terminate this Agreement and all rights and obligations hereunder. Notice of termination under this subsection shall provide such time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.
- (d) Insolvency. The parties agree that the CITY shall have the right to terminate this Agreement if CONCESSIONAIRE shall make an assignment for the benefit of creditors, or shall file a petition of bankruptcy or shall be adjudged bankrupt, or the interest of the CONCESSIONAIRE under this Agreement shall be levied upon and sold upon execution or shall become vested in another person, firm or corporation because of the insolvency of the CONCESSIONAIRE, or in the event that a receiver or trustee shall be appointed for the CONCESSIONAIRE or the interest of the CONCESSIONAIRE under this Agreement.
- (e) Abandonment. In the event the CONCESSIONAIRE shall cease to operate the concession awarded herein, or shall vacate or abandon the premises, or shall permit the same to remain vacant or unoccupied without the consent of the CITY, the CITY shall have the right to immediately terminate this Agreement.
- (f) Terminating Accounting. In the event of termination under this section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree then the parties agree to submit to the jurisdiction of the Courts of

TRAILHEAD PARK CONCESSION AGREEMENT

Blenders, LLC

Page 9 of 12



Seminole County, Florida, for such determination. The parties agree that in any event and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the CITY shall be entitled to exclusive, free, and unobstructed use and possession of the concession areas immediately after the period for termination notice as provided for above has passed.

SECTION 11. ASSIGNMENTS

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

SECTION 12. SUBCONTRACTORS

- (a) CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed hereunder by CONCESSIONAIRE without the prior written consent of the CITY.

SECTION 13. INDEPENDENT CONTRACTOR

- (a) It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to the CITY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the CONCESSIONAIRE an employee of the CITY, and the CONCESSIONAIRE shall be entitled to none of the rights, privileges, or benefits of City of Lake Mary, Florida, employees.

SECTION 14. EMPLOYEE STATUS

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

SECTION 15. HOURS OF OPERATION

See Attachment "A".

SECTION 16. RESTROOMS

- (a) The CONCESSIONAIRE will be responsible for the restroom facilities associated with their business. The restrooms will be considered "public" and will be opened and closed by the CONCESSIONAIRE following the same scheduled hours of operation as the concession. The



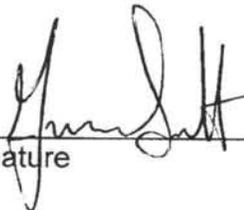
CONCESSIONAIRE shall be responsible for maintaining a clean and sanitary restroom facility.

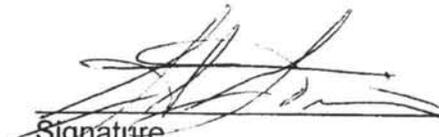
- (b) The CITY shall be responsible for providing all paper and soap products for the restrooms and all necessary building and fixture maintenance.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the CONCESSIONAIRE and one to the CITY.

WITNESS:

Blender's LLC

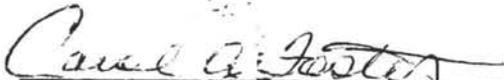

Signature

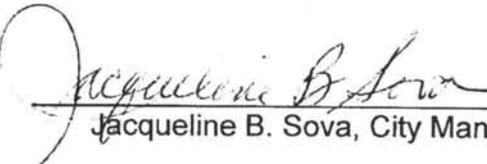

Signature
By: Stephen G. Tibstra
Managing Partner

Print Name: GUNNAR SMITH
Date: 8-29-12

ATTEST:

CITY OF LAKE MARY, FLORIDA


Carol A. Foster, City Clerk


Jacqueline B. Sova, City Manager

**APPROVED BY
CITY COMMISSION**

9/10/12



Attachment "A"

Proposed products, pricing and hours of operation for Trailhead Park Concessions:

Beverages:

Bottled Water - \$2.00

Vitamin Water or Sports Drinks- \$3.00

Coffee - \$2.00

Nutritional Smoothies -\$3.00 12oz \$4.00 20oz

Protein Added \$ 1.00

Organic Juicing \$ Market Price 12oz – 20oz sizes

Food:

Kim & Scotts All Natural Stuffed Pretzels \$ 4.00 - \$5.00

Snacks:

Assorted Sports Nutrition Products Ranging in Price from \$1.00 - \$4.00

Smoothie King reserves the right to tailor product offering to the demand of the clientele.

Hours of Operation:

Monday – Friday 7a – 7p

Sunday 10a – 7p

Hours may be adjusted based on Traffic Flow. The operations hours are to remain consistent and posted for the guest.





CITY OF LAKE MARY
CONTRACT AMENDMENT

TRAILHEAD PARK CONCESSION AGREEMENT

This amendment is made as of this 17th day of December, 2012, to the original agreement dated August 29, 2012, between Blenders, LLC, d/b/a Smoothie King and City of Lake Mary.

- A. Blenders, LLC, d/b/a Smoothie King and the City of Lake Mary agree to amend the Agreement as follows:

Due to the actual opening date of concession operation being later than anticipated, November 2, 2012, and the fact that external lighting was not installed until late December, the license fees stated in Section 3 shall commence as of January 2, 2013. All other terms from the original agreement shall remain in effect, unchanged.

CITY OF LAKE MARY, FLORIDA



JACKIE SOVA, CITY MANAGER

DATED: January 14, 2013

BLENDERS, LLC d/b/a SMOOTHIE KING



STEPHEN G. TIBSTRA

DATED: 1-24-2013



MEMORANDUM

DATE: June 6, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Tom Connelly, P.E., City Engineer

SUBJECT: Request for authorization to proceed with design services and construction documents for three traffic circles

DISCUSSION: At the City Commission Workshop of February 7, 2013, staff presented details on the feasibility of proposed traffic circles at E. Crystal Lake Avenue and Wilbur Avenue on North Country Club Road. At that time the City Commission directed staff to proceed with final design for both traffic circles. Staff requested a proposal from CPH Engineers, Inc. which is attached and totals \$57,740. The need for a special traffic signal system at Crystal Lake Avenue for emergency vehicle usage, high traffic density and the presence of underground utilities along North Country Club Road affects the design cost for the two intersections.

The City Commission also directed staff to proceed with final design for construction plans and technical specifications for a proposed traffic circle at the intersection of Palmetto Street and Green Leaf Lane. Staff also requested a proposal from CPH Engineers, Inc., which is attached and totals \$19,800. This task involves less underground utilities and no special signalization. Staff is working closely with FDOT on obtaining a right-of-way use permit to encroach into the SunRail site so as to allow maximization of the circle.

RECOMMENDATION: Request Commission authorize City Manager to execute proposals with CPH Engineers, Inc. for 1) North Country Club traffic circles in an amount not to exceed \$57,740; and 2) Palmetto Street traffic circle in an amount not to exceed \$19,800.

WORK ORDER NO. 15

TO

**AGREEMENT FOR CONTINUING CONSULTING
ENGINEERING SERVICES**

BETWEEN

THE CITY OF LAKE MARY, FLORIDA

AND

CPH, INC.

For

**Traffic Circles at
N. Country Club Road & E. Crystal Lake Ave.
&
N. Country Club and Wilbur Ave.**

This Work Order No. _____ dated this _____ day of _____, 20____, to an Agreement previously entered into on the 1st day of March 1990 by and between the City of Lake Mary, Florida, hereinafter referred to as the CITY, and CPH, Inc., hereinafter referred to as the ENGINEER, is mutually agreed upon and declared an extension of the original Agreement dated March 1, 1990, and entitled "Agreement for Continuing Consulting Engineering Services". It is the intent of this Work Order to provide for Engineering Services in connection with the Design, Surveying, and Bidding Services for the Traffic Circles at Country Club and Wilbur Ave. as well as Country Club and E. Crystal Ave. for the City of Lake Mary.

In the event of a conflict between this Work Order and the Original Agreement dated March 1, 1990, the provisions of this Work Order shall apply for the work described herein.

SECTION 1

GENERAL

We are pleased to submit this proposal to assist the CITY in the survey, analysis, and design services for intersection improvements.

The ENGINEER will provide a project manager to serve as the liaison to the CITY and to provide total project oversight of the design and analyses phases. The project will be staffed by professional engineering staff in our Sanford office.

The ENGINEER will serve as the CITY's professional engineering representative in those phases of the project to which this Work Order applies, and will give consultation and advice to the CITY during the performance of his services. The ENGINEER will perform the work under the general supervision of the CITY and will make interim reports for their review, input, decision, etc., as appropriate.

SECTION 2 DESIGN SERVICES OF THE ENGINEER

GENERAL

Design services shall include design and permitting of traffic circle at the intersection of Country Club and E. Crystal Ave. as well as Country Club and Wilbur Ave. The ENGINEER shall meet with CITY staff to review progress and discuss design issues. Design progress meetings include up to three (3) meetings with the CITY: One meeting to discuss/review the preliminary layout, and two additional meetings to address comments and to coordinate design revisions as directed by the CITY. Meetings required beyond these will be handled as an Additional Service.

The ENGINEER will begin performance of the above services upon receipt of written authorization. The ENGINEER expects the surveying services and the initial layout to be submitted within three weeks of receiving the notice to proceed. The submittal of the preliminary conceptual plans, including a preliminary opinion of probable construction cost (OPCC), is expected to occur within one week of receiving comments/direction from the CITY.

The deliverables resulting from this scope of services includes:

- Survey
- Final Design Phase
- Permitting Phase
- Cost Estimate
- Contract Documents

The ENGINEER will meet periodically with CITY staff to review progress and discuss analyses and design issues. Up to six (6) meetings with the CITY are included; meetings required beyond these will be handled as an Additional Service.

2.1 SURVEY

A. Recover Right-of-Way Corners:

- Compute right-of-way geometry. The following will be used to determine the rights-of-way for the project areas (See Survey Project Exhibit):
 - Recorded Plat
- Field locate boundary monumentation contained within the plat (1,650± linear feet).

B. Topographic Survey:

Perform a Topographic Survey (See Survey Project Exhibit) as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the minimum technical standards of surveying and mapping of the State of Florida based on the North American Vertical Datum 1988 (NAVD88).

- 50' topographic cross sections of 1,650± linear feet (LF) of right-of-way:
 - N. Country Club Road (750±LF)
 - Crystal Lake Avenue (500±LF)
 - Wilbur Avenue (400±LF)
- A certified right of way map will ***not*** be provided.
- Location of visible above ground improvements within right-of-way.
- Provide two (2) site benchmarks.

C. Establish Vertical Control:

Vertical control points will be established for the project as required by the Minimum Technical Standards of the State of Florida Rule Chapter 5J-17, Florida Administrative Code 5J-17.52 (3)(b)1b. and 5J-17.52 (3)(b)1d are as follows:

- Field locate vertical control based on.
 - “Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks.”

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: ALTA/ACSM Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location, Ordinary High Water/Mean High Water and Underground Utility Location/Designation.

2.2 DESIGN DOCUMENTS- TRAFFIC CIRCLE

A. PRELIMINARY ENGINEERING

CPH will prepare the preliminary signal plans in accordance with the FDOT, and the City of Lake Mary. The preliminary plans will be presented to the CLIENT at a suitable scale to fit on a eleven inch by seventeen inch (11” x 17”) plan sheet and will be accurate, legible, complete in design, and suitable for preliminary review and approval. Refer to the Compensation section of this proposal for the proposed fee(s) for this lump sum service.

B. FINAL DESIGN PHASE

Under this subtask, ENGINEER will prepare the Final Engineering Plans. The final plans will include but may not be limited to the following sheets:

- Cover Sheet
- Topographic Survey
- Roadway Plan and Profile
- Grading Plan
- Sections as required
- Sedimentation/ Erosion Control Plan
- General Notes and Specifications

Final Engineering plans will be submitted to the CITY for review and approval. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CITY after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

2.3 PERMITTING

At this time no permits have been determined to be required for this project:

Seminole County ROW Use Permit-No longer required since the City acquired the ROW.
FDOT Use-No construction within FDOT ROW.
SJRWMD-Exempt construction activity
City of Lake Mary-Exempt construction activity
FDEP-No utility relocates are included within this project.

Unless specifically noted in this Work Order, no Rezoning, Land Use Changes, or Special Use Permits are included in this task. ENGINEER will coordinate and assist the CITY in the processing of the applications through the regulatory agencies, including attendance at a limited number of meetings with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and two (2) responses to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CITY will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CITY will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by ENGINEER as part of these services. Any modifications requested that are not code issues, or modifications requested by the CITY will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

2.4. LANDSCAPE AND IRRIGATION DESIGN

ENGINEER will prepare landscape and irrigation plans for the proposed improvements along Palmetto St.

A. Design Development – Preliminary Hardscape/Landscape Plan

Pursuant to the completion of the civil design CPH will prepare hardscape concept plans for the paving and planter details and a preliminary landscape plan for the plantings within the roundabout. The preliminary hardscape/ landscape plan will be designed in compliance with City's design criteria and requirements and respond to the direction received from the client as to plant material preferences, design theme and/or any other relevant issues. CPH will coordinate closely with Lake Mary and the other design team members before and during this phase. The plan will be drawn to scale over the base approved by the Owner and will indicate design intent, but not be at the construction document level. Plant types and descriptions will be identified but not plant quantities for this phase. If desired by the city CPH will prepare up to three (3) concepts of this design. This proposal will include attendance at one community meeting/public Hearing.

B. Estimate of probable cost

CPH will prepare a cost estimate for the preliminary design.

C. Construction Documents – Final Landscape Plan

Upon Owner's approval of the Preliminary Landscape Plan and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the Owner and project Architect. This drawing will be a construction document and include a plant list with plant names, quantity and description, planting details and general notes regarding implementation requirements.

D. Irrigation Plan

Pursuant to Owner's approval of the Final Landscape Plan CPH will prepare an irrigation plan that utilizing an automatic irrigation system to efficiently irrigate the proposed landscape. These drawings will be construction documents and will include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

2.5. GEOTECHNICAL INVESTIGATION

ENGINEER will coordinate and subcontract geotechnical engineering services for the purposes of the stormwater management system design of the traffic circle. The investigation is to include up to four borings for pavement design and limited subsurface evaluation.

2.6. CONTRACT DOCUMENTS

ENGINEER will prepare the Contract Documents for the project and submit to the CITY for review prior to finalization of the Contract Documents for bidding.

2.7. EMERGENCY SIGNAL SERVICES

Design services shall include tasks required to develop construction ready signal plans and specifications for permitting and coordination with utility companies and the ENGINEER's sub-consultants.

The ENGINEER shall meet periodically with CITY staff to review progress and discuss design issues. Design progress meetings include up to six (6) meetings with the CITY: a project kick-off meeting, one meeting to discuss review comments after both the 60% and 90% reviews and three additional meetings for coordination purposes. Meetings required beyond these will be handled as an Additional Service

The ENGINEER will begin performance of the above services upon verbal authorization followed by receipt of written authorization within 7 days of the verbal authorization to proceed. The ENGINEER expects to submit the 60% plans three weeks from completion of the Survey (by others). The 60% plan submittal will also include submittal to known utility companies as identified by the Sunshine One Call Ticket for review. Following an estimated thirty (30) day review period by the CITY, the submittal of the 90% plans will be dependent upon the complexity of the comments and timely returns of the plans from the utility companies, but the ENGINEER expects to submit 90% plans two – three weeks after all review comments have been received. Following an estimated thirty (30) day review period by the CITY, the ENGINEER expects the Final Plans to be submitted 1 week after all review comments have been received.

2.7.1 SUBSURFACE UTILITY ENGINEERING (S.U.E.) (By Sub-Consultant)

Utility horizontal locations will be designated for inclusion in the design documents. Utility locations will be reviewed during the design phase to determine the best locations for the proposed mast arms while minimizing impacts to the existing underground utilities. The Subsurface Utility Engineering (S.U.E.) includes the following:

- Expose any subsurface utilities found within conflict with four (4) proposed pole foundation(s) using an X cut in a 48" circular area by using non-destructive vacuum excavation methods to a depth of 7' and air probe to 10' at said proposed pole location(s) indicated on plan sheet(s) provided or marked by client in the field.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information.
- Any asphalt/concrete removed will be repaired using like materials.
- Tie each test hole location into a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

2.7.2 GEOTECHNICAL SERVICES (By Sub-Consultant)

Geotech services will be performed to verify that the soil strength properties at the foundation locations meet or exceed the soil strength properties assumed for the Standard Mast Arm Assemblies in the FDOT Standard Indices. Based on the results of field and laboratory studies, a report will be issued summarizing the findings, evaluations and recommendations. Refer to the Compensation section of this proposal for the proposed fee.

2.7.3 STRUCTURAL DESIGN (As-Required Service) (By Sub-Consultant)

Per FDOT design requirements, all proposed mast arm with geotech borings failing to meet the conservative soil criteria as defined by the FDOT specifications shall require a signed & sealed structural design of the foundation and mast arm. This service will be on a per-pole basis, not to exceed 4, as determined by the Geotech report and shall be performed by a Sub-Consultant. The following services will be provided:

- Analyze the mast arms per current FDOT standards and specs to determine the actual shaft loads.
- Provide design calculation to determine the required shaft size and reinforcing required.
- Provide signed & sealed final design calculations for inclusion in design documents.

Refer to the Compensation section of this proposal for the proposed fee(s) for this as-required service.

2.7.4 DESIGN DOCUMENTS-EMERGENCY SIGNAL

A. PRELIMINARY DESIGN PHASE

CPH will prepare the preliminary signal plans in accordance with the current MUTCD, FDOT TEM, and the local jurisdiction of City of Lake Mary. CPH will coordinate with the City to identify the style of the proposed pole and mast arm. This includes contacting various manufacturers to obtain product details for selection by the City. The preliminary plans will include the proposed mast arm locations, signal head alignments, signal operation plan and preliminary signing & marking modifications. The preliminary plans will be presented to the CLIENT at a suitable scale to fit on a eleven inch by seventeen inch (11" x 17") plan sheet and will be accurate, legible, complete in design, and suitable for preliminary review and approval. Refer to the Compensation section of this proposal for the proposed fee(s) for this lump sum service.

B. FINAL DESIGN PHASE

Based on the CLIENT approved Preliminary Engineering Plans; CPH will prepare the Final Engineering Plans (Construction Plans). CPH will make 90% and 100% (Final) design submittals to the CLIENT. The final plans will include the following sheets:

- Key Sheet
- Summary of Pay Items
- General Notes
- Signalization Plan Layout
- Signing & Marking Plan Layout
- Table of Variables For Standard Mast Arm Assemblies
- Mast Arm Tabulation
- Geotech Soil Report/Parameters
- Structural Report (if required)
- Traffic Control Plans (FDOT Standard Applicable Indices)

The Final Plans will be prepared in accordance with the current MUTCD, FDOT TEM, and the local jurisdiction of City of Lake Mary. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CLIENT after the plans are prepared for final submittal will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

2.8 UTILITY COORDINATION

The ENGINEER will evaluate the existing utilities, both buried and overhead for conflicts, separation issues, and construction impediments. The ENGINEER will review the existing utilities with the proposed design plans to minimize utility impacts. The ENGINEER will identify potential conflicts with the proposed roadway and stormwater design. The ENGINEER will coordinate with private and other public utility companies to review potential conflicts and request red, green, brown mark-ups for the project. The ENGINEER is not responsible for the design of these utilities or any cost associated with the relocation of these utilities. The utility revisions will be displayed on the Utility Adjustment Plans. If any impacts to the City's water main are unavoidable, the ENGINEER will prepare an addendum to this contract to prepare Utility Relocation Plans and Technical Specifications and obtain the necessary permits and approvals from the City and FDEP. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

SECTION 3 ADDITIONAL SERVICES OF THE ENGINEER

The following services are not anticipated nor included with the Feasibility Analysis and Conceptual Plans, and therefore, not included in this Agreement at this time:

- Utility analysis, coordination, and design.
- Traffic Study
- Utility relocates design
- Stormwater analysis and design.
- Topographic Survey within the FDOT Railroad ROW.
- County and State agencies coordination and permitting
- Boundary or ALTA Title Survey
- Easement or right-of-way vacation or dedication services or platting services
- Services resulting from changes made by CITY following the completion of specific project tasks that require re-work by the ENGINEER
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, the ENGINEER will prepare a proposal or amendment that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SECTION 4
THE CITY'S RESPONSIBILITIES

The CITY will:

Provide full information as to its requirements for the project.

Provide all easements and right-of-way information surrounding the project.

Designate a person to act as the CITY's representative with respect to the work to be performed under this Work Order, and such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions pertinent to the work covered by this Work Order.

Provide and guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Work Order.

Examine all studies, reports, sketches, and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

Furnish or direct the ENGINEER, in writing, to perform at the CITY's expense, necessary additional services.

Provide such legal, accounting, and insurance counseling services as may be required for the project, and such auditing services as the CITY may require.

Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in the project.

**SECTION 5
PAYMENT**

GENERAL

This work order will be performed and billed as a Lump Sum service. Any modifications to these plans requested by the CITY after the plans are approved by the permitting agencies will be performed as an additional service and billed at the Standard Hourly Rates. The following is the break down of fees for each task. Billing will be based on the percent complete for each phase as agreed to by the CITY. All phases will be considered complete when all bids are received and evaluated.

Phase No.	Phase Description	Billing Method	Fee
2.1	SURVEY	Lump Sum	\$4,840.00
2.2	DESIGN DOCUMENTS	Lump Sum	\$19,500.00
2.3	PERMITTING	N/A	N/A
2.4	LANDSCAPE AND IRRIGATION	Lump Sum	\$4,400.00
2.5	GEOTECHNICAL INVESTIGATION (Sub)	Allowance	\$2,500.00
2.6	CONTRACT DOCUMENTS	Lump Sum	\$1,800.00
2.7	EMERGENCY SIGNAL		
2.7.1	S.U.E (Sub)	Allowance	\$3,500.00
2.7.2	GEOTECHNICAL INVESTIGATION (Sub)	Allowance	\$3,500.00
2.7.3	STRUCTURAL DESIGN (As Required, Sub)	Allowance	\$3,000.00
2.7.4	DESIGN DOCUMENTS		
	A PRELIMINARY DESIGN PHASE	Lump Sum	\$4,500.00
	B FINAL DESIGN PHASE	Lump Sum	\$7,000.00
2.8	UTILITY COORDINATION	Lump Sum	\$3,200.00
TOTAL COMPENSATION			\$57,740.00

Compensation paid to ENGINEER for services described in Section 2 rendered by Principals and Employees assigned to the Project will be computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project, plus outside consultants or subcontractors at actual cost.

The maximum fee for services as described in Section 2 shall not exceed **\$57,740.00**. Compensation paid to the ENGINEER for supplementary services described in Section 3 shall be in accordance with this section, except the maximum fee shall not apply and shall be negotiated and agreed upon prior to proceeding with the work.

The CITY will make prompt monthly payments in response to the ENGINEER's monthly statements without retention for all categories of services rendered under this Work Order and for reimbursable expenses incurred.

Charges for services rendered by principals and employees as witnesses in any litigation hearing or proceeding will be computed at a rate of \$1,200.00 per day or any portion thereof (but time spent in preparing to appear in any such litigation, hearing, or proceeding will be computed and paid in accordance with this section.)

If this work is terminated during prosecution of the services prior to completion of the services of Section 2, payments to be made for all prior work under this authorization shall be due and payable,

and shall constitute total payment for services rendered. In addition, upon termination, the ENGINEER shall be paid for additional services authorized and rendered under Section 3.

**SECTION 6
GENERAL CONDITIONS**

Since the ENGINEER has no control over any construction cost, the cost of labor, materials, or equipment, or over any contractors method of determining prices, any Opinions of Probable Construction Cost which may have been provided previously, or which may be provided in the service of this Work Order are made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot, and does not, guarantee that bids or the construction cost will not vary from cost estimates prepared by him.

The CITY and the ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this authorization and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this authorization. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the ENGINEER.

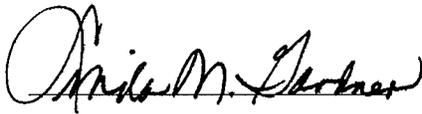
IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order the day and year first above written.

CITY :
CITY OF LAKE MARY, FLORIDA

By: _____

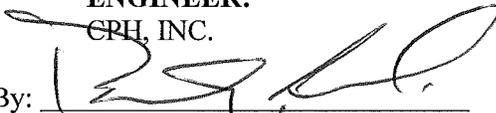
Date: _____

ATTEST & SEAL



ATTEST & SEAL

ENGINEER:
CPH, INC.

By: 

Date: 3/13/13

WORK ORDER NO. 14

TO

**AGREEMENT FOR CONTINUING CONSULTING
ENGINEERING SERVICES**

BETWEEN

THE CITY OF LAKE MARY, FLORIDA

AND

CPH ENGINEERS, INC.

For

**Traffic Circle Design
Palmetto St and Greenleaf Ln.**

This Work Order No. ____ dated this _____ day of _____, 20 ____, to an Agreement previously entered into on the 1st day of March 1990 by and between the City of Lake Mary, Florida, hereinafter referred to as the CITY, and CPH Engineers, Inc., hereinafter referred to as the ENGINEER, is mutually agreed upon and declared an extension of the original Agreement dated March 1, 1990, and entitled "Agreement for Continuing Consulting Engineering Services". It is the intent of this Work Order to provide for engineering Services in connection with the Surveying, Design and Permitting for a traffic circle at the intersection of Palmetto St and Greenleaf Ln.

In the event of a conflict between this Work Order and the Original Agreement dated March 1, 1990, the provisions of this Work Order shall apply for the work described herein.

SECTION 1

GENERAL

We are pleased to submit this proposal to assist the CITY in the survey, analysis, and design services for intersection improvements.

The ENGINEER will provide a project manager to serve as the liaison to the CITY and to provide total project oversight of the design and analyses phases. The project will be staffed by professional engineering staff in our Sanford office.

The ENGINEER will serve as the CITY's professional engineering representative in those phases of the project to which this Work Order applies, and will give consultation and advice to the CITY during the performance of his services. The ENGINEER will perform the work under the general supervision of the CITY and will make interim reports for their review, input, decision, etc., as appropriate.

SECTION 2 DESIGN SERVICES OF THE ENGINEER

GENERAL

Design services shall include design and permitting of traffic circle at the intersection of Palmetto St and Greenleaf Ln. The ENGINEER shall meet with CITY staff to review progress and discuss design issues. Design progress meetings include up to three (3) meetings with the CITY: One meeting to discuss/review the preliminary layout, and two additional meetings to address comments and to coordinate design revisions as directed by the CITY. Meetings required beyond these will be handled as an Additional Service.

The ENGINEER will begin performance of the above services upon receipt of written authorization. The ENGINEER expects the surveying services and the initial layout to be submitted within three weeks of receiving the notice to proceed. The submittal of the preliminary conceptual plans, including a preliminary opinion of probable construction cost (OPCC), is expected to occur within one week of receiving comments/direction from the CITY.

The deliverables resulting from this scope of services includes:

- Survey
- Final Design Phase
- Permitting Phase
- Cost Estimate
- Contract Documents

The ENGINEER will meet periodically with CITY staff to review progress and discuss analyses and design issues. Up to six (6) meetings with the CITY are included; meetings required beyond these will be handled as an Additional Service.

2.1 SURVEY

The ENGINEER through its Survey Department will prepare a Topographic Survey for the CITY as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the minimum technical standards of surveying and mapping of the State of Florida.

A. Intersection.

Topographic and visible utility survey of the intersection of Palmetto St and Greenleaf Lane including full ROW's within 250' Northerly, Southerly and Southeasterly of the intersection. Included is a minimum of 50' from the centerline of each paved road within the scope in 50' intervals. Apparent ROW will be reviewed by any monumentation found.

2.2 CONSTRUCTION DOCUMENTS

Under this subtask, ENGINEER will prepare the Final Engineering Plans. The final plans will include but may not be limited to the following sheets:

- Cover Sheet
- Topographic Survey
- Roadway Plan and Profile
- Grading Plan
- Sections as required
- Sedimentation/ Erosion Control Plan
- General Notes and Specifications

Final Engineering plans will be submitted to the CITY for review and approval. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CITY after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

2.3 PERMITTING

The following permits have been determined to be required for this project:

- A: SJRWMD ERP Permit or FDEP 10-2 Self Certification (If Needed)

Unless specifically noted in this Work Order, no Rezoning, Land Use Changes, or Special Use Permits are included in this task. ENGINEER will coordinate and assist the CITY in the processing of the applications through the regulatory agencies, including attendance at a limited number of meetings with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and two (2) responses to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CITY will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CITY will be financially responsible for any application or filing fee required by

the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by ENGINEER as part of these services. Any modifications requested that are not code issues, or modifications requested by the CITY will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

2.4. LANDSCAPE AND IRRIGATION DESIGN

ENGINEER will prepare landscape and irrigation plans for the proposed improvements along Palmetto St.

A. Design Development – Preliminary Hardscape/Landscape Plan

Pursuant to the completion of the civil design CPH will prepare hardscape concept plans for the paving and planter details and a preliminary landscape plan for the plantings within the roundabout. The preliminary hardscape/ landscape plan will be designed in compliance with City's design criteria and requirements and respond to the direction received from the client as to plant material preferences, design theme and/or any other relevant issues. CPH will coordinate closely with Lake Mary and the other design team members before and during this phase. The plan will be drawn to scale over the base approved by the Owner and will indicate design intent, but not be at the construction document level. Plant types and descriptions will be identified but not plant quantities for this phase. If desired by the city CPH will prepare up to three (3) concepts of this design. This proposal will include attendance at one community meeting/public Hearing.

B. Estimate of probable cost

CPH will prepare a cost estimate for the preliminary design.

C. Construction Documents – Final Landscape Plan

Upon Owner's approval of the Preliminary Landscape Plan and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the Owner and project Architect. This drawing will be a construction document and include a plant list with plant names, quantity and description, planting details and general notes regarding implementation requirements.

D. Irrigation Plan

Pursuant to Owner's approval of the Final Landscape Plan CPH will prepare an irrigation plan that utilizing an automatic irrigation system to efficiently irrigate the proposed landscape. These drawings will be construction documents and will include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements.

2.5. GEOTECHNICAL INVESTIGATION

ENGINEER will coordinate and subcontract geotechnical engineering services for the purposes of the stormwater management system design of the traffic circle. The investigation is to include a minimum of two borings.

2.6. CONTRACT DOCUMENTS (Optional Service)

ENGINEER will prepare the Contract Documents for the project and submit to the CITY for review prior to finalization of the Contract Documents for bidding.

SECTION 3 ADDITIONAL SERVICES OF THE ENGINEER

The following services are not anticipated nor included with the Feasibility Analysis and Conceptual Plans, and therefore, not included in this Agreement at this time:

- Utility analysis, coordination, and design.
- Stormwater analysis and design.
- Topographic Survey within the FDOT Railroad ROW.
- County and State agencies coordination and permitting
- Boundary or ALTA Title Survey
- Easement or right-of-way vacation or dedication services or platting services
- Services resulting from changes made by CITY following the completion of specific project tasks that require re-work by the ENGINEER
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, the ENGINEER will prepare a proposal or amendment that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SECTION 4 THE CITY'S RESPONSIBILITIES

The CITY will:

Provide full information as to its requirements for the project.

Provide all easements and right-of-way information surrounding the project.

Designate a person to act as the CITY's representative with respect to the work to be performed under this Work Order, and such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions pertinent to the work covered by this Work Order.

Provide and guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Work Order.

Examine all studies, reports, sketches, and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

Furnish or direct the ENGINEER, in writing, to perform at the CITY's expense, necessary additional services.

Provide such legal, accounting, and insurance counseling services as may be required for the project, and such auditing services as the CITY may require.

Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in the project.

SECTION 5 PAYMENT

GENERAL

This work order will be performed and billed as a Lump Sum service. Any modifications to these plans requested by the CITY after the plans are approved by the permitting agencies will be performed as an additional service and billed at the Standard Hourly Rates. The following is the break down of fees for each task. Billing will be based on the percent complete for each phase as agreed to by the CITY. All phases will be considered complete when all bids are received and evaluated.

Phase No.	Phase Description	Billing Method	Fee
2.1	SURVEY	Lump Sum	\$1,800.00
2.2	CONSTRUCTION DOCUMENTS	Lump Sum	\$7,500.00
2.3	PERMITTING		
	A. SJRWMD/FDEP (If Needed)	Allowance	\$4,500.00
2.4	LANDSCAPE AND IRRIGATION	Lump Sum	\$2,700.00
2.5	GEOTECHNICAL INVESTIGATION	Allowance	\$1,500.00
2.6	CONTRACT DOCUMENTS (Optional)	Lump Sum	\$1,800.00
TOTAL COMPENSATION			\$19,800.00

Compensation paid to ENGINEER for services described in Section 2 rendered by Principals and Employees assigned to the Project will be computed by multiplying Standard Classification Billing Rates for all classifications of employees directly engaged on the project, times the number of hours worked on the project, plus outside consultants or subcontractors at actual cost.

The maximum fee for services as described in Section 2 shall not exceed \$19,800.00 Compensation paid to the ENGINEER for supplementary services described in Section 3 shall be in accordance with this section, except the maximum fee shall not apply and shall be negotiated and agreed upon prior to proceeding with the work.

The CITY will make prompt monthly payments in response to the ENGINEER's monthly statements without retention for all categories of services rendered under this Work Order and for reimbursable expenses incurred.

Charges for services rendered by principals and employees as witnesses in any litigation hearing or

proceeding will be computed at a rate of \$1,200.00 per day or any portion thereof (but time spent in preparing to appear in any such litigation, hearing, or proceeding will be computed and paid in accordance with this section.)

If this work is terminated during prosecution of the services prior to completion of the services of Section 2, payments to be made for all prior work under this authorization shall be due and payable, and shall constitute total payment for services rendered. In addition, upon termination, the ENGINEER shall be paid for additional services authorized and rendered under Section 3.

**SECTION 6
GENERAL CONDITIONS**

Since the ENGINEER has no control over any construction cost, the cost of labor, materials, or equipment, or over any contractors method of determining prices, any Opinions of Probable Construction Cost which may have been provided previously, or which may be provided in the service of this Work Order are made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot, and does not, guarantee that bids or the construction cost will not vary from cost estimates prepared by him.

The CITY and the ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this authorization and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this authorization. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order the day and year first above written.

CITY :
CITY OF LAKE MARY, FLORIDA

By: _____

Date: _____

ENGINEER:
CPH ENGINEERS, INC.

By: _____

Date: 8-1-12

ATTEST & SEAL



ATTEST & SEAL



CITY MANAGER'S REPORT

DATE: June 6, 2013
TO: City Commission
FROM: Steve A. Bracknell, Chief of Police
SUBJECT: Request for expenditure from Law Enforcement Trust Fund for donation

The Lake Mary Police Department, via the Law Enforcement Trust Fund, would like to make a donation toward the 2nd Annual Lake Scary 5K Run/Walk for Cerebral Palsy in the amount of \$500.

This event is to be held at Lake Mary Preparatory School on October 26th. This is only the second public event for CP to be held in Central Florida; and it was inspired by the sons of a local family, one of whom has CP. The first event was extremely successful and they are looking forward to an even larger attendance and participation this year.

The organization is inviting a team of runners from the Police Department, and is requesting permission to use our logo on their website, t-shirts and promotional material, letting the public know we are a proud sponsor of the event.

100% of the proceeds from the event will be split equally between the United Cerebral Palsy of Central Florida and the Cerebral Palsy International Research Foundation. These foundations provide services to the children with CP and other disabilities; and for research and treatment for individuals with CP.

BUDGET IMPACT:

The total expenditure from the Law Enforcement Trust Fund account will not exceed \$500 and will be included in the FY 2014 Proposed Budget.

RECOMMENDATION:

The City Commission approve a donation to the Lake Scary 5K Run/Walk in the amount of \$500.

ATTACHMENT: Letter of request for donation.

LAKE SCARY 5K RUN/WALK



FOR CEREBRAL PALSY

May 28, 2013

Chief Steve A. Bracknell
Lake Mary Police Department
165 E. Crystal Avenue
Lake Mary, FL 32746

Dear Chief Bracknell,

I wanted to send you this letter on behalf of our four boys (Ben and Theo Juliano, and Adrian and Martin Konstantinov) who have been instrumental in organizing the Lake Scary 5K Run/Walk to benefit children and adults with Cerebral Palsy (CP). The idea for the event came about last year after the boys wanted to assist my son Ben, who has CP himself, and others who struggle with the effects of CP on a daily basis. After discovering that there were no public events in support of CP in Central Florida, the boys and a number of supporting adults organized the first-ever 5K for CP in Central Florida last year, raising \$7,600 for treatment and research into this debilitating condition. This year's event will be held on **October 26th at Lake Mary Preparatory School**. Our goal this year is to raise \$15,000.

100% of the funds that we raise will be split equally between the *United Cerebral Palsy of Central Florida*, which provides services to children with CP and other disabilities and the *Cerebral Palsy International Research Foundation*, which is solely dedicated to research and treatment for individuals who have been diagnosed with CP.

We would like to invite you and the Lake Mary Police Department to partner with us and help make life better for children and adults dealing with the debilitating effects of cerebral palsy on a daily basis. We would like to request \$500.00 from your Forfeiture Fund (or more if you would like), a team of runners from LMPD and permission to use the LMPD's logo on our website, t-shirts and promotional material to let the public know that you are one of our valued sponsors. If you should have any questions, please do not hesitate to contact me at 407-284-2729 or e-mail me at j david juliano@aol.com. I'm sure that you get many worthwhile requests from community and so I thank you your consideration.

Sincerely,



David Juliano

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OF FLORIDA REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. UCP Federal Identification Number: 59-0799925. CPIRF Federal Identification Number 13-6093337. Solicitation of Contributions Act registration # CH11040; 100% of contributions will be divided between UCP of Central Florida and the Cerebral Palsy International Research Foundation.



MEMORANDUM

DATE: June 6, 2013
TO: City Commission
VIA: Jackie Sova, City Manager
FROM: Carol Foster, City Clerk
SUBJECT: Appointment/Reappointment to Advisory Boards

Commissioner Duryea's term on the Police Pension Board expires June 28, 2013, and he has expressed his willingness to continue serving. Therefore, you need to reappoint him to serve a 2-year term. As you will recall, the Police Pension Board consists of 2 police officers elected by the officers, 2 residents appointed by you, and a 5th member who is appointed by the previously mentioned 4 members.

The Elder Affairs Commission met on May 13, 2013, and unanimously recommended that you appoint Jean Frye to fill a vacant seat on their board. Her term will expire December 31, 2014. A copy of her Board Appointment Information Form is attached for your information.

RECOMMENDATION:

The Commission reappoint Commissioner Duryea to the Police Pension Board for a 2-year term and appoint Ms. Frye to fill an unexpired term on the Elder Affairs Commission.

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CITY OF LAKE MARY
BOARD APPOINTMENT INFORMATION FORM

2011

(please print)

1. NAME: JEAN FRY HOME PHONE: 407 324-7741
2. HOME ADDRESS: 756 POWDERHORN CIRCLE Lake Mary 32746
E-MAIL ADDRESS: JEAN-FRY @ CFL. AR. COM
3. BUSINESS: _____ BUSINESS PHONE: _____
4. BUSINESS ADDRESS: _____
5. BRIEF RESUME OF EDUCATION AND EXPERIENCE: Educated in England. Lived Lake Mary 12 yrs Volunteer - FL schools
6. ARE YOU A REGISTERED VOTER? YES NO
7. ARE YOU A RESIDENT OF THE CITY? YES NO
8. DO YOU OWN PROPERTY IN THE CITY? YES NO
9. DO YOU HOLD A PUBLIC OFFICE? YES NO
10. ARE YOU EMPLOYED BY THE CITY? YES NO
11. HAVE YOU BEEN CONVICTED OF A MISDEMEANOR OR FELONY, EXCLUDING CIVIL TRAFFIC INFRACTIONS? YES _____ NO
(IF YES, PLEASE PROVIDE INFORMATION--USE SEPARATE SHEET. NOTE: DUI's and revoked licenses are NOT "civil traffic infractions" and must be reported.)
12. HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD? YES NO
If yes, which one(s)? _____
13. PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON:
 - BOARD OF ADJUSTMENT* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - CODE ENFORCEMENT BOARD* MUST BE A RESIDENT OF LAKE MARY
 - ELDER AFFAIRS COMMISSION UP TO 3 MEMBERS MAY BE RESIDENTS OF UNINCORPORATED Lake Mary
 - FIREFIGHTER'S PENSION (Trustees)* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY
 - HISTORICAL COMMISSION NO RESIDENCY REQUIREMENT
 - LOCAL PLANNING AGENCY* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - PARKS & RECREATION ADVISORY BOARD MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - PLANNING AND ZONING BOARD* MUST BE A QUALIFIED ELECTOR OF LAKE MARY
 - POLICE PENSION (Trustees)* 2 MEMBERS ARE ELECTED BY MEMBERS OF THE PLAN. THE COMMISSION APPOINTS 2 RESIDENTS OF LAKE MARY AND THE 4 MEMBERS ELECT A 5TH MEMBER WHO IS NOT REQUIRED TO RESIDE IN LAKE MARY

*REQUIRES FILING FINANCIAL DISCLOSURE FORM IF APPOINTED.
14. What qualifications would you bring to this Board(s) if appointed? EAGER TO WORK, FRESH PERSPECTIVE TO ISSUES = WILLINGNESS TO LISTEN

Pursuant to City Code, service on City boards is at the pleasure of the City Commission. Board members may be removed with or without cause upon motion and majority vote of the City Commission. Applicant, by his/her signature below, waives any right under F.S. Section 112.501 to removal for cause and a hearing before removal.

SIGNATURE: [Signature]
DATE: 4/6/2013

All Boards must function in accordance with Florida Laws regarding GOVERNMENT IN THE SUNSHINE. Return completed form to: City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445, or drop it off at City Hall, 100 N. Country Club Road (entrance on Lakeview Avenue). If you submitted a form within the past year and still desire to be considered for an appointment, please call the City Clerk's Office at 407-585-1423.