



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA**

THURSDAY, DECEMBER 06, 2012 7:00 PM

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: November 15, 2012**
- 6. Special Presentations**
 - A. Florida League of Cities Years of Service Awards presented to Commissioner George Duryea and Commissioner Gary Brender**
- 7. Unfinished Business**
 - A. Ordinance No. 1473 - Large Scale Land Use Amendment related to GOP-1, Policy 1.4, to increase the total number of dwelling units permitted within the High Intensity Planned Development-Target Industry (HIP-TI) land use designation;**

**Colonial Realty Limited Partnership, applicant - Second Reading (Public Hearing)
(Steve Noto, Planner)**

8. New Business

- A. Request for Third Amendment to Pre-Annexation Agreement for Colonial Center Heathrow (Public Hearing) (Steve Noto, Planner)**
- B. Ordinance No. 1477 - Request for the Second Amendment to Fourth Amended and Restated Commitments, Classification and District Description for Colonial Center Heathrow Planned Unit Development - First Reading (Public Hearing) (Steve Noto, Planner)**
- C. Request for the Sixth Amendment to the Third Amended and Restated Development Order (DO) Colonial Center Heathrow (Public Hearing) (Steve Noto, Planner)**
- D. Ordinance No. 1475 - Amendments to Section 154.09 (Definitions), 154.65 M-1A (Office and Light Industrial Zoning District), Section 154.66, M-2A (Industrial District) and creation of Section 154.20, Pill Mills - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- E. Ordinance No. 1476 - Amendment to Section 155, Appendix I, related to temporary signs and ground signs within the Downtown portion of the Gateway Corridor (Lake Mary Boulevard) - First Reading (Public Hearing) (Gary Schindler, City Planner)**
- F. Ordinance No. 1478 - Amendment to Section 30.41 regarding notices for Code Enforcement violations - First Reading (Public Hearing) (Bruce Fleming, Sr. Code Enforcement Officer)**
- G. Resolution No. 911 - Amending FY 2013 Budget to purchase Night Vision**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. Request for Proposals RFP No. 13-01 - Disaster Debris Planning and Support Management Services**
- b. Vehicles/Equipment replacements and vehicle purchase FY 2013**

c. Election of Deputy Mayor

d. Annual Appointments 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.

UPCOMING MEETINGS: December 20, 2012

1 MINUTES OF THE "SPECIAL CALLED" LAKE MARY CITY COMMISSION
2 SWEARING-IN CEREMONY held November 15, 2012, 6:30 P.M., Lake Mary City
3 Commission Chambers, 100 North Country Club Road, Lake Mary, Florida.
4

5 I. Call to Order
6

7 The meeting was called to order by Mayor David Mealor at 6:35 P.M.
8

9 II. Roll Call
10

11 Mayor David Mealor	Jackie Sova, City Manager
12 Deputy Mayor Gary Brender	Dianne Holloway, Finance Director
13 Commissioner George Duryea	Steve Noto, Planner
14 Commissioner Allan Plank	Randy Petitt, Human Resources Mgr.
15 Commissioner Jo Ann Lucarelli	Bruce Paster, Public Works Director
16	Bryan Nipe, Parks & Recreation Dir.
17	Steve Bracknell, Police Chief
18	Craig Haun, Fire Chief
19	Katie Reischmann, City Attorney
20	Mary Campbell, Deputy City Clerk

21 III. New Business
22

23 A. Swearing In:
24

25 Mayor Mealor relinquished the gavel to Deputy Mayor Brender at this time.
26

27 1. Mayor David Mealor – The Honorable Donna McIntosh
28

29 Judge McIntosh, Mayor Mealor and his wife, Laurie, came forward. Judge McIntosh
30 administered the Oath of Office.
31

32 Deputy Mayor Brender passed the gavel back to Mayor Mealor at this time.
33

34 2. Commissioner Gary Brender – The Honorable Donna McIntosh
35

36 Judge McIntosh and Commissioner Brender came forward. Judge McIntosh
37 administered the Oath of Office.
38

39 3. Commissioner Allan Plank – The Honorable Donna McIntosh
40

41 Judge McIntosh and Commissioner Plank came forward. Judge McIntosh administered
42 the Oath of Office.
43

44 Deputy Mayor Brender said he was continuing and it was hard to believe it has been 20
45 years. As long as this job stays fun and as long as he feels like he is doing something
46 good for the community, he would stay. That has not changed. He continues to enjoy
47 living in Lake Mary but more importantly continues to enjoy being involved in the

1 processes of what he still believes is one of the most well-run cities in the entire state.
2 He said he would bow to staff, department heads, Jackie, and our history with John
3 Litton. We have been so fortunate to have so many great people working with us that
4 we truly are a team, and teams are always more fun than individuals. He said he
5 continues to enjoy it and continues to serve. He wished his colleagues all the best in
6 another two years.

7
8 Commissioner Plank said he was entering his first two-year term and has enjoyed the
9 last year. He said he was honored that former Commissioner Gray was present who is
10 the former occupant of his seat. He said Commissioner Gray has served to inspire him
11 over the years, not only here but in other endeavors. This is a great city. He said he
12 had only been here since 1989 but felt like he was born here. It's a city you want to do
13 things for, it's a city that maintains its small-town atmosphere while being progressive
14 and looking forward to the needs of the citizens. You just can't top an environment like
15 that. He said he was very happy to be here and happy to be serving his second term.

16
17 Mayor Meador said it is an honor to have the title Mayor of the City of Lake Mary. He
18 said he had profound respect for the team that we have in place and the work that
19 Jackie is doing right now. He is so thankful. He thinks back to the privilege they had of
20 having Judge McIntosh swear us in. When Judge McIntosh was the City Attorney for
21 the City of Lake Mary, she set the standard for how a city attorney should conduct
22 themselves. We are honored to say that at no time when the City was contested did
23 she ever not prevail. Even today Donna continues to serve as a role model for so many
24 people. She is now in the judiciary and we are in separate branches but it is reassuring
25 to know that people of her character and integrity speak for those in the community that
26 sometimes don't have a voice. It is always an honor to have Commissioner Gray in our
27 midst and it is a joy to call her a friend.

28
29 Mayor Meador said when he was elected to the Commission in 1988, prior to being
30 interviewed by the *Orlando Sentinel* he was asked his major goal. He answered if he
31 could work with staff and his fellow commissioners and create a community that his
32 daughter would want to return to as an adult then he felt he would have been
33 successful. At that time his daughter was four years of age. He said she was present
34 this evening and was very honored and proud that she has chosen the Lake Mary area
35 to make her home.

36
37 Mayor Meador thanked the members of the Commission for the job they do because it
38 reflects so positively on all of them. When he goes to Publix more people tell him that
39 they vote more for his wife than they do him and all he could respond was " Please keep
40 it up, Laurie. I love you".

41
42 IV. Adjournment

43
44 There being no further business, the meeting adjourned at 6:45 P.M. A reception was
45 held immediately following in the West Wing Conference Room.

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held November 15,
2 2012, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,
3 Lake Mary, Florida.
4

5
6 I. Call to Order
7

8 The meeting was called to order by Mayor David Mealor at 7:10 P.M. He said earlier
9 this evening they were fortunate to have The Honorable Judge Donna McIntosh conduct
10 the swearing-in ceremonies for the Mayor and Commissioners Brender and Plank. He
11 thanked staff for all they did to make that activity pleasant and enjoyable for those in
12 attendance.
13

14 II. Moment of Silence
15

16 III. Pledge of Allegiance
17

18 Mayor Mealor said we are honored to have the scouts from Pack 242 at River Oaks
19 Presbyterian Church present who are working on a scout project. He asked all the
20 scouts from Troop 242 to come forward.
21

22 The Pledge of Allegiance was led by Pack 242.
23

24 Mayor Mealor said Pack 242 is led by Den Master Mr. Jim Broman and Mr. Eric Shaffer.
25 We also have Cub Master Mr. David Downer present. Any time a scout, regardless of
26 rank, has a project or activity they are working on, any member of this City Commission
27 stands ready to assist them. All they have to do is reach out and contact them.
28

29 IV. Roll Call
30

31 Mayor David Mealor	Jackie Sova, City Manager
32 Deputy Mayor Gary Brender	Dianne Holloway, Finance Director
33 Commissioner George Duryea	Steve Noto, Planner
34 Commissioner Allan Plank	Bruce Paster, Public Works Director
35 Commissioner Jo Ann Lucarelli	Bryan Nipe, Parks & Recreation Dir.
36	Randy Petitt, Human Resources Mgr.
37	Steve Bracknell, Police Chief
38	Craig Haun, Fire Chief
39	Katie Reischmann, City Attorney
40	Mary Campbell, Deputy City Clerk
41	

42 V. Approval of Minutes: November 1, 2012
43

44 **Motion was made by Deputy Mayor Brender to approve the minutes of the**
45 **November 1, 2012, meeting, seconded by Commissioner Lucarelli and motion**
46 **carried unanimously.**
47

1 VI. Special Presentations

2
3 There were no special presentations at this time.

4
5 VII. Unfinished Business

- 6
7 A. Ordinance No. 1474 – Amending Section 30.81 of the Code of Ordinances
8 reducing the membership of the Historical Commission from 9 members to 7
9 – Second Reading (Public Hearing) (Bryan Nipe, Parks & Recreation
10 Director)

11
12 The City Attorney read Ordinance No. 1474 by title only on second reading.

13
14 Ms. Sova stated staff had nothing further on this item.

15
16 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1474. No
17 one came forward and the public hearing was closed.

18
19 **Motion was made by Deputy Mayor Brender to approve Ordinance No. 1474 on**
20 **second reading, seconded by Commissioner Duryea and motion carried by roll-**
21 **call vote: Deputy Mayor Brender, Yes; Commissioner Duryea, Yes;**
22 **Commissioner Plank, Yes; Commissioner Lucarelli, Yes; Mayor Meador, Yes.**

23
24 VIII. New Business

- 25
26 A. Developer's Agreement for Shaw Construction & Management Services
27 (Steve Noto, Planner)

28
29 Mr. Noto said the request before the Commission is a bit unique. The applicant has
30 redeveloped the area at Fourth and Lakeview over the last several years. We recently
31 approved the site plan for his building at the northwest corner of Fourth and Lakeview.
32 As part of the site plan approval, the work that was to be done was filling in the pond
33 that was existing and that building and other facilities would drain into the Seminole
34 pond the City is working on now. By virtue of that approval the City gave him
35 permission to drain into that public facility. The developer's agreement was requested
36 by the applicant for lending purposes and to make it more official for his bank folks in
37 order to get funding approval for the future. This isn't something we would typically do
38 but this would cover the Shaw properties that are within the Downtown. The only
39 change that has been made to the document is that we have added an indemnification
40 clause releasing the City of any liability and not allowing the applicant to drain any
41 harmful materials into the City pond. The applicant's representative is present.

42
43 Commissioner Duryea said this drainage agreement includes all of the properties on
44 Fourth Street and Crystal Lake Avenue. He asked if all of that was going to drain into
45 the new pond.

1 Mr. Noto answered affirmatively. Currently the properties slated for development are
2 south of Crystal Lake Avenue. These are parcels that have had site plans approved.
3 The pond's design will also handle the other two parcels that Mr. Shaw owns. The ones
4 south of Crystal Lake are currently developed. He pointed out the parcels that will be
5 developed in the future and those will drain into the Seminole pond.

6
7 Mr. Paster said it includes additional properties as well.

8
9 Commissioner Duryea asked if the original site plan included the other properties.

10
11 Mr. Paster answered affirmatively. The original site plan was on the permit with the St.
12 Johns River Water Management District and included approximately five acres of land
13 in the Downtown development area. The properties shown on the overhead are within
14 those five acres of land that will all drain to the pond on Seminole Avenue. The pond
15 and the pipes benefit any developer developing within these five acres.

16
17 Commissioner Duryea said so we haven't used it up.

18
19 Mr. Paster said absolutely not. There are inlets on Crystal Lake and the block north of
20 Crystal Lake. That area will also drain into that area.

21
22 Deputy Mayor Brender asked Mr. Paster if he was talking about two full blocks from
23 Wilbur all the way down to City Hall.

24
25 Mr. Paster said that was about right. South of Wilbur, a large portion of that block
26 between Fourth Street and Country Club as well as the block between Crystal and
27 Lakeview from Fourth Street to Country Club.

28
29 Deputy Mayor Brender said the pond now getting grass overflows into West Crystal
30 eventually.

31
32 Mr. Paster said that was correct. It pops off to West Crystal.

33
34 Commissioner Lucarelli asked if this has been permitted and approved through the St.
35 Johns River Water Management District.

36
37 Mr. Paster said that was correct.

38
39 Commissioner Plank asked if this would put that pond at capacity. He was thinking of
40 some of the severe storms we have had. We had talked about one area handling 40%
41 of the stormwater and another area 60% near the Events Center. He asked if this was
42 part of that plan and does it leave us any leeway.

43
44 Mr. Paster said the pond just constructed was designed for the 100-year storm at the
45 time these five acres are fully developed. In the Downtown Development District we are
46 allowed to have 90% impervious. All of that was taken into account in the design of this
47 pond.

1
2 Commissioner Plank said then it does anticipate the complete development.

3
4 Mr. Paster said that was correct.

5
6 Mayor Mealor noted the Shaws are represented this evening by Mr. Steve Coover.

7
8 **Motion was made by Commissioner Duryea to approve the Developer's**
9 **Agreement for Shaw Construction & Management Services as amended (added**
10 **an indemnification clause releasing the City of any liability and not allowing the**
11 **applicant to drain any harmful materials into the City pond), seconded by**
12 **Commissioner Plank and motion carried unanimously.**

13
14 Mayor Mealor asked Mr. Noto to put up the "document" that he gave him. The
15 document is a photograph of the 1982 City of Sanford softball champions and he
16 pointed out Mr. Steve Coover.

17
18 B. Resolution No. 908 – Naming City buildings, facilities, etc. (Bryan Nipe, Parks
19 & Recreation Director)

20
21 The City Attorney read Resolution No. 908 by title only.

22
23 Ms. Sova said as discussed at the work session this does not allow for any naming on
24 any facilities at all unless it comes directly to the City Commission.

25
26 **Motion was made by Commissioner Lucarelli to approve Resolution No. 908,**
27 **seconded by Commissioner Plank and motion carried by roll-call vote:**
28 **Commissioner Duryea, Yes; Commissioner Plank, Yes; Commissioner Lucarelli,**
29 **Yes; Deputy Mayor Brender, Yes; Mayor Mealor, Yes.**

30
31 C. Resolution No. 909 – Creating Neighborhood Improvement Program (John
32 Omana, Community Development Director/Steve Noto, Planner)

33
34 The City Attorney read Resolution No. 909 by title only.

35
36 Mr. Noto said this is as presented to the Commission at the November 1st workshop and
37 no changes have been made. If adopted tonight we will be ready to roll with this
38 tomorrow.

39
40 Deputy Mayor Brender asked if this contained the budget amendments and everything
41 else going forward.

42
43 Ms. Sova said we can fit it into the budget as-is with that \$25,000 number.

44
45 Deputy Mayor Brender said the \$25,000 number includes if there is acquisition of
46 property involved.

1 Ms. Sova said if it qualifies under the terms of the grant.

2
3 Deputy Mayor Brender asked if that was in addition to the \$5,000 that is set up in the
4 grant. He asked if it was a total of \$30,000 or \$25,000.

5
6 Ms. Sova said we have a total budget of \$25,000 for the total grant program no matter
7 which element of the grant you would apply for.

8
9 Commissioner Plank said the Commission has the right to approve additional funding
10 over the \$5,000 cap but it still comes out of the \$25,000.

11
12 Ms. Sova answered affirmatively unless the Commission wanted to go beyond the
13 \$25,000.

14
15 **Motion was made by Commissioner Plank to approve Resolution No. 909,**
16 **seconded by Commissioner Lucarelli and motion carried unanimously.**

17
18 D. Resolution No. 910 – Amending FY 2012 Budget (Dianne Holloway, Finance
19 Director)

20
21 The City Attorney read Resolution No. 910 by title only.

22
23 Ms. Sova said this is a budget amendment to clean up some items that happened
24 through Fiscal Year 2012. One of them is \$18,220 to account for miscellaneous
25 revenues and insurance proceeds. We had a lightning strike at the Public Works
26 building and it burned down the shed and everything in it. In the Police Impact Fee
27 Fund there is an increase to account for capital equipment related to new police officers.
28 In the Fire Impact Fee Fund the increase is to account for the purchase of the new
29 rescue. In the Lake Mary Cemetery Fund there is a transfer back to the General Fund
30 for an over appropriation from a couple of years ago that has stayed in that fund. The
31 new Internal Service Fund is established for the health clinic and the insurance amounts
32 that need to go with that. These are the items this budget amendment resolves.

33
34 **Motion was made by Commissioner Lucarelli to approve Resolution No. 910,**
35 **seconded by Deputy Mayor Brender and motion carried unanimously.**

36
37 IX. Citizen Participation

38
39 No one came forward at this time and citizen participation was closed.

40
41 X. Reports

42
43 A. City Manager

44
45 Ms. Sova said the monthly departmental reports are in the packets.

46

1 Ms. Sova reminded everyone that the health clinic grand opening is tomorrow from
2 11:30 A.M. to 1:30 P.M. Employees have been actively going there this week for their
3 initial health assessments. So far the feedback is very good.
4

5 Ms. Sova said you are all invited to attend a DARE graduation at Crystal Lake
6 Elementary School tomorrow at 8:00 A.M. in the school auditorium and Lake Mary Prep
7 is Monday, November 19th at 1:15 P.M. in the auditorium.
8

9 Ms. Sova said 'Santa Paws in the Park will be in Central Park on Saturday, December
10 17th, from 10:00 A.M. to 1:00 P.M. with Mr. and Mrs. Claus making a special trip for
11 people to have pictures with their pet friends. Dogs must be leashed and cats must be
12 contained or held. This is a fundraising event for the American Cancer Society Relay
13 for Life.
14

15 Ms. Sova said all non-emergency offices will be closed on November 22nd and 23rd in
16 observance of Thanksgiving. There will be no solid waste pickup on Thanksgiving Day
17 but Waste Management will have a make-up day on Saturday, November 24th for the
18 usual Thursday customers.
19

20 Ms. Sova said the Food Truck Crave will be back in Central Park on November 25th
21 from 4:00 P.M. to 7:00 P.M.
22

23 Ms. Sova said the annual Holiday in the Park will be held December 7th in Central Park
24 from 6:00 P.M. to 8:00 P.M. The tree lighting is at 6:30 P.M. with Mr. and Mrs. Claus
25 arriving at 6:45 P.M. We will have music by Dreamscape Entertainment.
26

27 Ms. Sova said employees are holding the annual food and toy drive. Non-perishable
28 food items and toys are needed to sponsor local needy families. Collection boxes are at
29 City Hall, the Senior Center, and the Municipal Complex.
30

31 B. Mayor

32
33 Mayor Mealor had no report at this time.
34

35 C. Commissioners (4)

36
37 Commissioner Lucarelli said the Arts Festival was a tremendous event and the weather
38 was perfect. Attendance was incredible and was the biggest we have had in a number
39 of years. The food truck event helped add to that. We had two separate stages with a
40 lot more entertainment. We received a lot of compliments from not only the visitors but
41 the artists. She thanked Lake Mary High School, Lyman High School, Lake Mary Prep,
42 and the entire School Board system. We are one of the few festivals that gives back to
43 public education by providing art scholarships, supplies to the teachers, and
44 scholarships to graduating high school students. She thanked all of the Lake Mary staff
45 for an incredible job. She said she was looking forward to next year.
46

1 Commissioner Lucarelli said she attended a Veterans Day memorial ceremony at
2 Greenwood Lakes. It was very moving. Some of the students' grandparents were there
3 so we were able to honor them with breakfast and at the flagpole. It was a very nice
4 event.

5
6 Commissioner Lucarelli said she attended PBAS and Larry Dale and Diane Crews were
7 presenting the incredible growth and opportunities that are going on at the Sanford
8 Airport. They are moving into that top notch of being the fastest growing airport in the
9 nation. They have a lot planned for the perimeter as far as growing sites for
10 businesses. They are a self-funded airport and do not rely on taxable income. They
11 are doing great.

12
13 Commissioner Lucarelli said tomorrow morning she would be speaking at the Seminole
14 Prevention Coalition about her stalking initiative. She is seeking to get 501(C) 3 status
15 for her group, the Alliance to End Stalking. She is getting support for that from state
16 and local communities. She said Jeannie Gold is going to be speaking on teen dating
17 violence because there is a lot of bullying in the schools right now so we are looking at
18 youth initiatives to reach out to them.

19
20 Deputy Mayor Brender said CALNO had its meeting at Seminole State College at the
21 Heathrow campus. He said Ann McGee and Joe Sarnovsky presented the entire layout
22 of the proposed Seminole State College development in the Altamonte area. They are
23 looking at developing upwards of 1.6 million square feet on a 45 to 50-acre parcel.
24 They are talking the possibility of seven-story buildings. It will be a mixed use where
25 you will see retail and office on floors one and two and the college will be using
26 academic areas on floors three through seven. As far as state colleges go, it is going to
27 be a unique environment. It is going to be an urban downtown college campus. Most of
28 it will be funded through development of the parcels by people that want to develop
29 businesses in those first few floors along with the possibility of a hotel. Depending on
30 the funding which will come in by private and not state funds, it could take anywhere
31 from five years to 20 years. It will significantly change 434 and Maitland Boulevard.

32
33 Deputy Mayor Brender said he had been continuing work with the Hills of Lake Mary
34 Homeowners' Association. The Hills have approved by majority vote a special
35 assessment for the purchase of the property on Bright Meadow Drive and the property
36 that has been in dispute for a number of years. The homeowners will take a single year
37 assessment but they haven't figured out how much. They are going to be one of the
38 first associations coming in under the newly passed Neighborhood Improvement
39 Program.

40
41 Mayor Meador said tomorrow when we do the dedication of the health clinic, he was
42 pleased to know that Deputy Mayor Brender would be offering comments because that
43 has been an initiative of his and is with a successful outcome. He thanked Deputy
44 Mayor Brender for his hard work in that area.

45
46 Commissioner Duryea wished the Commission, employees, visitors present this
47 evening, and all the citizens of Lake Mary a very healthy and happy Thanksgiving. It is

1 a good time to get together with family and remember what is important. He wished
2 everyone prosperity.

3
4 Commissioner Plank said he attended the first workshop by the Seminole County
5 School Board on rezoning. During the four-hour session, they were being very diligent
6 in beginning the process to make absolutely sure that they can minimize any changes
7 that occur. Lake Mary is represented along with the other municipalities and we will
8 keep everyone up to date as to what is going on.

9
10 Commissioner Plank said the Festival of Trees display is at the museum until December
11 15th. They are open on Thursdays from 6:30 P.M. to 8:30 P.M. and on Saturdays from
12 10:00 A.M. to 2:00 P.M. We have a number of groups come through, such as scouts,
13 and there is a permanent display of the history of Lake Mary that they would find
14 interesting. It goes back to when we started in the late 1800's all the way up until today.

15
16 Mayor Mealor said the veterans and students at Seminole State College this past Friday
17 put on a remarkable Veterans Day program. He thanked them for the invitation. We
18 had Congressman Mica's office and other elected officials represented. It was an honor
19 to be part of that. Members of the Commission and staff have family members currently
20 serving in the military and we thank them for that service as we prepare for
21 Thanksgiving. We have great opportunity and every reason to be thankful.

22
23 D. City Attorney

24
25 Ms. Reischmann said the Florida Supreme Court is considering a red light camera
26 challenge which was before the statute was enacted when all the cities used home rule
27 power to adopt the red light cameras program. This should be a very important decision
28 because it will involve home rule and preemption by statute. It is something to watch for
29 and she will report on that when it comes in.

30
31 XI. Adjournment

32
33 There being no further business, the meeting adjourned at 7:40 P.M.

34
35
36
37
38 _____
39 David J. Mealor, Mayor

40
41
42
43
44
45
46
47 _____
Mary Campbell, Deputy City Clerk

42 ATTEST:

46
47 _____
Carol A. Foster, City Clerk



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Ordinance No. 1473 - Large Scale Land Use Amendment related to GOP-1, Policy 1.4, to increase the total number of dwelling units permitted within the High Intensity Planned Development-Target Industry (HIP-TI) land use designation; Colonial Realty Limited Partnership, applicant - Second Reading (Public Hearing) (Steve Noto, Planner)

REFERENCE: Florida Statutes, Chapter 163; City of Lake Mary Comprehensive Plan

REQUEST: The applicant proposes the following amendments to the Future Land Use Element of the City's Comprehensive Plan:

Revise text related to the Third Amended and Restated Development Order outlined in the HIP-TI land use designation; and,
Increase the total number of dwelling units permitted within the HIP-TI land use designation from 340 to 472.

DISCUSSION:

On March 16, 2006, the City entered into a Pre-Annexation Agreement with Colonial Realty Limited Partnership (Colonial) in conjunction with the annexation of 46.3+/- acres of land owned by Colonial that was situated in Seminole County. The Agreement, among other things, stipulated that certain parcels of the overall Colonial Center Heathrow (f.k.a. "HIBC") Master Plan could be developed residentially. More specifically, there could be 340 residential units within the City's portion of the Development of Regional Impact (DRI). That number, 340, was memorialized in the aforementioned Pre-Annexation Agreement, as well as the City's Comprehensive Plan as part of the HIP-TI land use designation.

Since 2010, Colonial Properties has worked to amend the Pre-Annexation Agreement, the PUD Agreement, and DRI. Currently, the 340 units are under construction through a two phased development known as Colonial Grand at Lake Mary.

Due to the success of the first two phases, the applicant is requesting an increase in the total number of residential units within the PUD/DRI from 340 to 472 in order to build a third phase. The 132 unit increase must also be reflected in the Comprehensive Plan. That said, the following text amendments look to achieve that goal:

FUTURE LAND USE ELEMENT, GOP-1

Policy 1.4: Revise existing Policy 1.4, as follows:

High Intensity Planned Development- Target Industry (HIP-TI): This land use designation permits a wide range of uses including offices, technology research and development, communication, government uses, colleges and universities consistent with the Industrial/High Tech overlay, manufacturing/wholesale/distribution uses consistent with the Industrial/High Tech overlay designation, helicopter landing facilities, health related uses, sports complexes and support industries, retail, restaurants, services, lodging, residential and mixed use developments involving two or more of the listed uses. The development must be designated as a development of regional impact (DRI). It must have a functioning property owner's association and a Planned Unit Development (PUD) zoning classification. The DRI must be located adjacent to and west of Interstate 4. Development within the HIP-TI land use designation shall comply with the **First Amendment to the** Third Amended and Restated Development Order, **as amended**. The number of dwelling units and/or the total square footage for nonresidential development may occur without triggering a land use amendment as long as they comply with the land use exchange matrix and the minimum and maximum thresholds, per the DRI.

Nonresidential development has a maximum impervious coverage of 65% and minimum open space of 35%. The HIP-TI land use designation shall permit up to **340 472** dwelling units throughout the entire City, at a density not to exceed 18 DU/A, a maximum impervious coverage of 65% and a minimum open space of 35%. Proposed residential development shall be infill development, shall reduce urban sprawl and promote bicycle/pedestrian trips for recreation and shopping. All new development shall irrigate with reuse water if available. If reuse water is not available, new development shall install reuse water lines and, within 60 days of availability, connect to reuse water. At such time as existing development redevelops and such development results in an intensification of use, irrigation shall be by reuse water. If reuse water is not available at the time of development, within 60 days of such time that reuse water becomes available; such uses shall connect to reuse water, unless the DRI agreement specifically exempts the use from connecting to reuse water.

TRANSMITTAL: On October 8, 2012 staff transmitted the Comprehensive Plan Amendment package to the Department of Economic Opportunity (DEO) for expedited state review per the Florida Statutes. On November 13, 2012, staff received a letter from the DEO stating that their office had "no comment".

RECOMMENDATION: Staff finds that the request for a large scale amendment to the Future Land Use Element, related to GOP-1, Policy 1.4, to increase the total number of dwelling units permitted within the High Intensity Planned Development – Target Industry (HIP-TI) Land Use Designation meets the intent of the City of Lake Mary Comprehensive Plan and F.S. Chapter 163, and recommends adoption.

ATTACHMENTS:

Ordinance No. 1473

October 4, 2012 City Commission Minutes

DEO Comment Letter

Z:\commdev\staff reports\Comp Plan\Large Scale Amendment\12LU04 FLU GOP 1.4 Colonial Phase 3 HIPTI Res Cap CC2.doc

ORDINANCE NO. 1473

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF LAKE MARY, FLORIDA, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments; and

WHEREAS, the Colonial Realty Limited Partnership, as applicant, is desirous of amending the Future Land Use Element of the City of Lake Mary's Comprehensive Plan to allow for additional residential units within the High Intensity Planned Development – Target Industry (HIP-TI) land use; and

WHEREAS, the applicant proposes to amend the City of Lake Mary Comprehensive Plan to address the above issues in the attached goals, objectives and policies (see Exhibit A);

WHEREAS, Section 163.3184(3) allows the City to revise the text of the City's Comprehensive Plan through expedited State review; and

WHEREAS, the City of Lake Mary is complying with such requirements under Section 163.3184, F.S.; and

WHEREAS, on September 19, 2012, the City of Lake Mary Local Planning Agency held a public hearing and recommended that the City

Commission approve the proposed amendments to the City of Lake Mary Comprehensive Plan; and

WHEREAS, on October 4, 2012 and December 6, 2012 the City of Lake Mary City Commission held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendments; and

WHEREAS, the Comprehensive Plan amendment adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the City's Comprehensive Plan.

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

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated herein.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the City of Lake Mary Comprehensive Plan.

Section 4. Adoption of Text Amendment. In compliance with Section 163.3187, F.S., the City of Lake Mary Comprehensive Plan is hereby amended to include the underlined language and to delete the stricken-through language as indicated for each provision, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Severability. If any section, sentence, 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 or any other section, sentence, phrase, word or portion of this ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 6. Conflicts. All ordinances or sections or part of ordinances or resolutions in conflict herein are hereby repealed to the extent of any conflict.

Section 7. Effective Date. This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, small scale development amendments may not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted small scale development is in compliance.

PASSED AND ADOPTED this 6th day of December, 2012

FIRST READING: October 4, 2012

SECOND READING: December 6, 2012

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 LEGALITY:

CITY ATTORNEY, CATHERINE D. REISCHMANN

EXHIBIT "A"

High Intensity Planned Development- Target Industry (HIP-TI): This land use designation permits a wide range of uses including offices, technology research and development, communication, government uses, colleges and universities consistent with the Industrial/High Tech overlay, manufacturing/wholesale/distribution uses consistent with the Industrial/High Tech overlay designation, helicopter landing facilities, health related uses, sports complexes and support industries, retail, restaurants, services, lodging, residential and mixed use developments involving two or more of the listed uses. The development must be designated as a development of regional impact (DRI). It must have a functioning property owner's association and a Planned Unit Development (PUD) zoning classification. The DRI must be located adjacent to and west of Interstate 4. Development within the HIP-TI land use designation shall comply with the ~~First Amendment to the~~ Third Amended and Restated Development Order, as amended. The number of dwelling units and/or the total square footage for nonresidential development may occur without triggering a land use amendment as long as they comply with the land use exchange matrix and the minimum and maximum thresholds, per the DRI.

Nonresidential development has a maximum impervious coverage of 65% and minimum open space of 35%. The HIP-TI land use designation shall permit up to ~~340~~ 472 dwelling units throughout the entire City, at a density not to exceed 18 DU/A, a maximum impervious coverage of 65% and a minimum open space of 35%. Proposed residential development shall be infill development, shall reduce urban sprawl and promote bicycle/pedestrian trips for recreation and shopping. All new development shall irrigate with reuse water if available. If reuse water is not available, new development shall install reuse water lines and, within 60 days of availability, connect to reuse water. At such time as existing development redevelops and such development results in an intensification of use, irrigation shall be by reuse water. If reuse water is not available at the time of development, within 60 days of such time that reuse water becomes available; such uses shall connect to reuse water, unless the DRI agreement specifically exempts the use from connecting to reuse water.

File

1 Ms. Sova said the one noticeably missing portion of this is that there is no option to
2 purchase the system. They are only offering that with 30-year agreements. With our
3 60/40 split it moves around a little bit with development. It seems unlikely that we would
4 need to proceed with something like that in the future. Those entities that have taken
5 on that struggle, it's kind of a mixed bag of opinions whether that was their best move in
6 the long run. She noted Tricia Johnson and Gail Simpson of Progress Energy were
7 present.

8
9 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1472. No
10 one came forward and the public hearing was closed.

11
12 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1472 on**
13 **first reading, seconded by Deputy Mayor Brender and motion carried by roll-call**
14 **vote: Deputy Mayor Brender, Yes; Commissioner Duryea, Yes; Commissioner**
15 **Plank, Yes; Commissioner Lucarelli, Yes; Mayor Meador, Yes.**

16
17 Mayor Meador said we appreciate the representatives of Progress Energy being with us
18 this evening. He thanked them for the work they do for the community. They are great
19 corporate neighbors.

20
21 Deputy Mayor Brender thanked Progress Energy for keeping in touch with us. Prior to
22 some of the storms that came close to Florida, he appreciated the updates and
23 preparations that Progress Energy had done to keep us informed about what they were
24 doing to make sure they are ready. We appreciate that.

25
26 B. Ordinance No. 1473 – Large Scale Land Use Amendment related to GOP-1,
27 Policy 1.4, to increase the total number of dwelling units permitted within the
28 High Intensity Planned Development-Target Industry (HIP-TI) land use
29 designation; Colonial Realty Limited Partnership, applicant – First Reading
30 (Public Hearing) (Steve Noto, Planner)

31
32 The City Attorney read Ordinance No. 1473 by title only on first reading.

33
34 Mr. Noto said over the last year or two we and the applicant have come before the
35 Commission requesting amendments to the pre-annexation agreement that we entered
36 into in 2006 as well as PUD and DRI amendments to allow for two different phases of
37 apartment communities. Community A is the Colonial Grande at Lake Mary Phase 1
38 and Community B is the Colonial Grande at Lake Mary Phase 2. Community A, Phase
39 1 has completed construction and Community B, Phase 2 is currently under
40 construction. They have had massive success with the first phase and they anticipate
41 the second phase to be the same.

42
43 Mr. Noto said the applicant is requesting an amendment to the Comprehensive Plan.
44 We didn't have to do that for the first two phases because the total number of units were
45 340 and is what the Comprehensive Plan allowed under the HIP-TI land use, and that
46 ties into the pre-annexation agreement that was entered into in 2006. With the

1 proposed Phase 3 they are asking for an increase of 132 units in the Comp Plan. They
2 are also going to have to amend the pre-annexation agreement, the PUD, and the DRI
3 but that will come later. The Comprehensive Plan Amendment has to be done first
4 before we can do the other items which include the site plan that will be heard only by
5 the Planning & Zoning Board. This is why this is a transmittal hearing and is why this is
6 the only item related to this project before the Commission this evening.
7
8 Mr. Noto showed a conceptual site plan on the overhead projector. He pointed out the
9 Phase 2 site plan which has already been approved and is under construction. To the
10 south of that is the conceptual, proposed Phase 3. There is a tie-in between the two
11 phases. If and when this phase is completed, Phase 2 in coordination with Phase 3 will
12 basically be one phase. It will be one harmonious development with its own pool and
13 clubhouse and will be a mirror of Phase 1.
14
15 Mr. Noto said this is large scale amendment because there is no map amendment tied
16 to it. With the new regulations that have come through with the DEO instead of DCA
17 like it used to be, this will be an expedited review by the state and other agencies. We
18 anticipate this will be back before the Commission as an adoption within 60 to 75 days.
19
20 Mr. Noto said this item was heard by the Local Planning Agency at their regular meeting
21 and they have recommended approval unanimously. He noted the applicant was
22 present.
23
24 Commissioner Duryea said what he is hearing is they have maxed out their residential
25 element of this DRI.
26
27 Mr. Noto said yes and no. They have maxed out the residential in the Comprehensive
28 Plan. The DRI allows for the simultaneous increase/decrease for office, residential, and
29 retail and is what will come before the Commission in December.
30
31 Commissioner Duryea said this is going to be multi-family apartments pretty much the
32 same as what they are building.
33
34 Mr. Noto answered affirmatively.
35
36 Deputy Mayor Brender asked the total number of units with this development.
37
38 Mr. Noto said 472.
39
40 Deputy Mayor Brender said as a professional planner, he realized a long time ago that
41 one of the problems that Maitland has with Maitland Center is that there is no place to
42 live and there are no restaurants. There are a lot of offices but not a lot to do otherwise.
43 He is in agreement with the idea of bringing in a residential plan but how much is
44 enough. He said he wanted our office parks to remain office parks and not a residential
45 area.
46

1 Mr. Noto pointed out the third phase on the map. The third phase is within the two
2 parcels that were slated for residential when we annexed in 2006. These three
3 residential developments are a long time coming in relation to how long the DRI has
4 been around. For years we have had the office and retail and are finally seeing the
5 residential come in. This is your fallback if they come back in the future because these
6 two tracts where Phase 1, Phase 2 and Phase 3 would be were slated for the residential
7 so this is our trigger to say we have reached our cap and if anything comes in the future
8 we will have to look at it a lot closer than how we did for Phase 1, Phase 2 and Phase 3
9 because the first three phases fell nicely into the entitlements that were put in place
10 years ago. Any future development may be a market driven thing but we can look at
11 future requests closer since this is the pre-determined build out of the residential.
12

13 Deputy Mayor Brender said he could be comfortable with that. A lot of these things are
14 driven by what the current market is and current market says build apartments like
15 crazy. Five years ago it was build townhomes like crazy. He wanted to make sure they
16 were not jumping onto a bandwagon and giving up what could be some very valuable
17 space that could have some significant impacts for the City ten years down the road.
18 He didn't feel he was obligated to give up everything right now for what is popular right
19 now. He thought they needed to take a long term view and make sure we are not over
20 developing residential. He thought 472 apartments is a cap for an area that contains as
21 many workers that are in there.
22

23 Commissioner Plank asked if this completes the buildable area within the city limits in
24 that area.
25

26 Mr. Noto answered negatively. There are over a million square feet of office
27 entitlements left in the DRI.
28

29 Commissioner Plank said we have the ability to expand and balance out as the other
30 commissioners are addressing.
31

32 Mr. Noto answered affirmatively.
33

34 Commissioner Plank said he thought the occupancy rate was running in the 90's for
35 apartments and right now is the greatest thing since sliced bread. He said he had the
36 same concern down the road because we don't need a lot of empty apartments if it
37 swings the other way. He assumed the company was comfortable that they can keep
38 those apartments filled.
39

40 Commissioner Lucarelli said she wouldn't repeat what's already been said but had faith
41 in the Planning Department and Colonial and they want what's best for the community.
42 They have done a great job and really enhanced Lake Mary and thanked them for that.
43

44 Commissioner Duryea said he would be in favor of this this wholeheartedly if the design
45 for this portion of it could be changed into fee simple structures. It could be built as

1 apartments with the idea that if needed they could sell each unit. Not as a cooperative
2 but as a fee simple building.

3
4 Mr. Noto said he would ask the applicant to expand on that. The design of the buildings
5 for the first two phases had units on the bottom floor and separate units on the top.

6
7 James Johnston with Shutts & Bowen, 300 South Orange Avenue, Orlando, Florida,
8 came forward on behalf of the applicant. We saw the craze seven or eight years ago of
9 converting apartments into condominiums which are fee simple ownership and thought
10 that could always be done. As far as how these are designed, they are not set apart
11 like that. They are incorporated in a building but in the future if there is a demand for
12 fee simple ownership, apartments generally can be "condominiumized".

13
14 Nicole Stalder, Boyer-Singleton, 520 South Magnolia, Orlando, Florida, came forward.
15 Basically any apartment complex can be turned into condos which allow them to be sold
16 fee simple. These are not a breezeway product and could make a better fee simple
17 product. Whether or not that will be market driven or desired by the developer is
18 unknown at this time, but pretty much any multi-family you can turn into condos.

19
20 Mr. Johnston said what this does is allows us to complete Phase 2 to make it one
21 complete complex. It will now have its own clubhouse. When Phase 2 came through
22 they were going to utilize the Phase 1 clubhouse so this would be a stand-alone
23 complex. There is ample property and office entitlements in Colonial Center Heathrow
24 which they would love to develop as office. He thought Colonial sees this as the
25 appropriate mix. Sometimes office is attractive when there's more residential.

26
27 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1473. No
28 one came forward and the public hearing was closed.

29
30 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1473 on**
31 **first reading, seconded by Deputy Mayor Brender.**

32
33 Commissioner Duryea said he agreed with Commissioner Brender. It seems as a
34 governing body and as a city that we are constantly being asked to tweak somebody
35 else's machine so it can work better, i.e. this project. We are not getting anything back
36 for it. He was in negotiations with Colonial Properties to bring portions of their project
37 into the City so that we could have police and fire in that area instead of being way at
38 the end of the City. Those negotiations went on for a while and all of a sudden they
39 said we can't do that because we don't want to be unfriendly to the County. We have
40 been more than gracious about fixing the machine to make it work better with major
41 developers. He thought it would get to the point that we need to be getting something
42 back for this so we can better handle the increase in density on the outskirts of the City
43 by increasing the taxable base of the City.

44
45 Mayor Meador said that was a very good point. This morning the Chamber put on a good
46 program where Dr. Hank Fishkind with Fishkind & Associates talked about the

1 economic picture nationally, at the state level, and regionally and said those
2 communities that go and work in a true cooperative public/private partnership endeavor
3 will probably find success. Those that choose not to will be left behind. We have been
4 very accommodating and have proven to adapt to bring a quality product into the
5 community but thought 472 was a cap and from that point on we need to evaluate what
6 will be the long-term picture. None of them has a crystal ball but in many ways what
7 Commissioner Duryea is saying makes a lot of sense. He commended the Commission
8 for the foresight of trying to look at the public/private partnership aspect of the next
9 steps of what we are doing as a community. We have been successful and it is time to
10 critically analyze future endeavors.

11
12 **Motion carried by roll-call vote: Commissioner Duryea, No; Commissioner Plank,**
13 **Yes; Commissioner Lucarelli, Yes; Deputy Mayor Brender, Yes; Mayor Mealor,**
14 **Yes.**

15
16 IX. Citizen Participation

17
18 Joanne Counelis, 136 East Alma Avenue, came forward. She said we need 24-hour
19 bus service including holidays and weekends. We need a bus on Longwood-Lake Mary
20 Road by Lake Mary High School, the library, the YMCA, and Greenwood Lakes Middle
21 School.

22
23 Mayor Mealor said he understood Ms. Counelis was going to compete at the state level
24 in swimming and wished her the very best.

25
26 No one else came forward and citizen participation was closed.

27
28 X. Reports

29
30 A. City Manager

31
32 1. Reappointment of Jeanne Miller to Parks & Recreation Advisory Board

33
34 Ms. Sova said this is for a reappointment of Jeanne Miller to the Parks & Recreation
35 Advisory Board. She did miss three of the last five meetings this past year due to
36 extenuating circumstances travel related to her job. Ordinance No. 1118 does provide
37 for reappointment if the Commission desires. She said Bryan (Nipe) is working with her.
38 She has volunteered a lot of assistance for our accreditation process for Parks &
39 Recreation so she is committed beyond this board.

40
41 **Motion was made by Commissioner Plank to reappoint Jeanne Miller to the Parks**
42 **& Recreation Advisory Board, seconded by Commissioner Lucarelli and motion**
43 **carried unanimously.**

44
45 2. Reappointments to Sanford Aviation Noise Abatement Committee (SANAC)

46

Rick Scott
GOVERNOR



Hunting F. Deutsch
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

November 9, 2012

RECEIVED

NOV 13 '12

LAKE MARY
CDD

The Honorable David J. Mealor
Mayor, City of Lake Mary
911 Wallace Court
Lake Mary, Florida 32746

Dear Mayor Mealor:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Lake Mary (Amendment No. 12-1ESR), which was received on October 12, 2012. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Agency's authorized scope of review that will be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

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

Sincerely,

James D. Stansbury
Regional Planning Administrator

JDS/ap

Enclosure: Procedures for Adoption

cc: John Omana, Community Development Director, City of Lake Mary
Hugh Harling, Executive Director, East Central Florida Regional Planning Council

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

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**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

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

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

_____ State Land Planning Agency identification number for adopted amendment package;

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

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

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

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

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

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

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

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

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

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

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

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

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

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Request for Third Amendment to Pre-Annexation Agreement for Colonial Center Heathrow (Public Hearing) (Steve Noto, Planner)

REFERENCE: Colonial Center Heathrow (CCH) PUD, 2006 Pre-Annexation Agreement, 2010 Pre-Annexation Agreement Amendment, 2007-PSP-05, 2007-PSP-06

REQUEST: The applicant is requesting an amendment to the Second Amendment of the Pre-Annexation Agreement approved on August 26, 2010.

DISCUSSION: On March 16, 2006, the City entered into a Pre-Annexation Agreement with Colonial Realty Limited Partnership (Colonial) in conjunction with the annexation of 46.3+/- acres of land owned by Colonial that was situated in Seminole County. The Agreement, among other things, stipulated that certain parcels of the overall CCH Master Plan could be developed residentially. Specifically, Parcels "E", "O", and "P", were to be developed as a 232 unit fee simple multi-family community – known as "Community A". Parcel "D" was to be developed as a 108 unit fee simple multi-family community – known as "Community B"

On October 4, 2007, the City Commission approved the Lanesboro Townhome Preliminary Subdivision Plan. This project was situated on Parcel "D" and was "Community B"; however, the project was never finalized. On December 6, 2007, the City Commission approved the Ashworth (Stoneridge) Preliminary Subdivision Plan. This project was situated on Parcels "E", "O", and "P", and was "Community A"; however, like Lanesboro, the project was never finalized.

On August 26, 2010, at the request of the applicant, the City Commission approved an amendment to the 2006 Pre-Annexation Agreement to allow "Community A" to be

developed as a 232 unit multi-family rental community, in lieu of fee simple. The CCH PUD and DRI were amended subsequently. "Community A" is now known as Colonial Grand at Lake Mary Phase 1.

On September 8, 2011, at the request of the applicant, the City Commission approved an amendment to the Amended Pre-Annexation Agreement to allow "Community B" to be developed as a 108 unit multi-family rental community, in lieu of fee simple. The CCH PUD and DRI were amended subsequently. "Community B" is now known as Colonial Grand at Lake Mary Phase 2.

The current request, the Third Amendment to the Pre-Annexation Agreement, would allow for an additional 132 units to be built on Parcel "D". The new community, currently known as "Community C" would be an extension of Colonial Grand at Lake Mary Phase 2. A conceptual site plan is attached to this staff report.

Concurrent with this application, the applicant is requesting an amendment to the PUD, the DRI, and to the City's Comprehensive Plan. The PUD amendment outlines development standards for the project, the DRI amendment allows for additional residential units while decreasing total amount of office space, and the Comprehensive Plan amendment allows for additional residential units within the HIP-TI land use designation.

The request to modify the language to allow for a rental community is consistent with the HIP-TI land use designation by discouraging urban sprawl, promoting infill development, and promoting internal capture through bicycle/pedestrian trips to nearby parks and recreation amenities, shopping, and employment. It will also provide an alternative living option for those looking to live close to Colonial Town Center, promoting the live, work, play concept.

STAFF RECOMMENDATION: Staff recommends approval of the Third Amendment to the Pre-Annexation Agreement.

ATTACHMENTS:

Proposed Third Amendment to Pre-Annexation Agreement
Phase 3 Conceptual Plan

Z:\commdev\staff reports\Miscellaneous\Colonial Third PreAnnex Amend CC.doc

Prepared by and return to:

Kenneth W. Wright, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32806
Telephone (407) 423-3200

THIRD AMENDMENT TO PRE-ANNEXATION AGREEMENT

THIS THIRD AMENDMENT TO PRE-ANNEXATION AGREEMENT is made this _____ day of _____, 2012, by and between the CITY OF LAKE MARY, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City"), whose address is 100 North Country Club Road, Lake Mary, Florida 32746 and COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware Limited Partnership authorized to do business in the State of Florida (hereinafter referred to as "Colonial"), whose address is 2101 Sixth Avenue North, Suite 750, Birmingham, Alabama 35203.

W I T N E S S E T H:

WHEREAS, on March 16, 2006, the City and Colonial executed that certain Pre-Annexation Agreement, as recorded in Official Records Book 6168, Page 701, Public Records of Seminole County, Florida; and

WHEREAS, on August 27, 2010, the City and Colonial executed that certain First Amendment to Pre-Annexation Agreement, as recorded in Official Records Book 7440, Page 1956, Public Records of Seminole County, Florida; and

WHEREAS, on September 22, 2011, the City and Colonial executed that certain Second Amendment to Pre-Annexation Agreement, as recorded in Official Records Book 7653, Page 1157, Public Records of Seminole County, Florida; and

WHEREAS, as contemplated by the Pre-Annexation Agreement, certain property was annexed into the City pursuant to Ordinance No. 1192, as recorded in Official Records Book 6167, Page 1298, Public Records of Seminole County, Florida; and

WHEREAS, Colonial owns or controls certain additional real property located within Parcel "D" of the City Property in the Colonial Center Heathrow Development of Regional Impact consisting of approximately 8.23 acres ("Community C Property"); and

WHEREAS, Colonial desires to amend the Pre-Annexation Agreement to allow the Community C Property to be developed as a multi-family rental community consisting of 132 units; and

WHEREAS, the City has determined that the proposed development of the Community C Property with 132 multi-family rental units is acceptable and is consistent with the City's Comprehensive Plan and Land Development Code.

NOW THEREFORE, the Pre-Annexation Agreement is amended as follows:

1. **Sixth Whereas Clause** in the Pre-Annexation Agreement shall be amended as follows:

WHEREAS, Colonial has also pursued the development of a multi-family rental community consisting of approximately 108 units on a portion of the City Property identified as Parcel "D" on the attached Master Plan (the "Community B") **and a multi-family rental community consisting of approximately 132 units on a portion of the City Property identified as Parcel "D" on the attached Master Plan (the "Community C")** (Community A, **and** Community B, **and Community C** are collectively referred to herein as the "Multi-Family Communities"); and

2. The Concept Plan for Community C, attached hereto as Exhibit "A", is hereby incorporated into the Pre-Annexation Agreement as **Exhibit "H"**.

3. **Entire Agreement**. Except as specifically amended hereby, the Pre-Annexation Agreement, as previously amended, shall continue in full force and effect in accordance with its terms.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

CITY OF LAKE MARY

Carol A. Foster, City Clerk

David Mealor, Mayor

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

Catherine Reischmann, City Attorney

WITNESSES:

COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware Limited Partnership, by **COLONIAL PROPERTIES TRUST**, an Alabama Declaration of Trust, its general partner.

Signature

Ed Wright, Executive
Vice President

Printed Name

Signature

Printed Name

STATE OF ALABAMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Ed Wright, as Executive Vice President, for and on behalf of Colonial Properties Trust, the general partner of Colonial Realty Limited Partnership, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____, 2012.

Signature
(Seal)

Printed Name

SITE DATA

PHASE II DATA

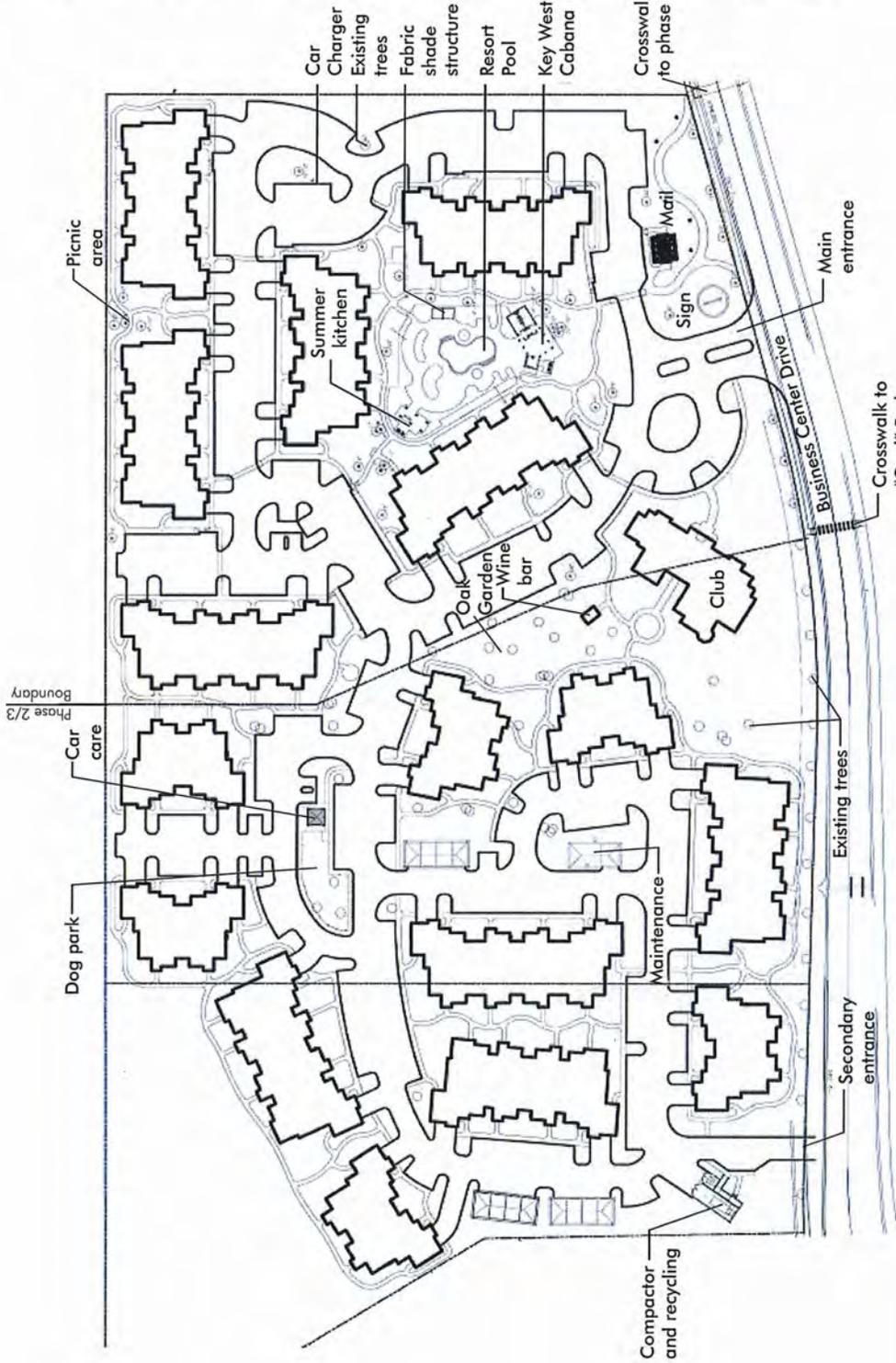
SITE ACRES:	7.5 AC
BUILDING TYPES	1bdm 2bdm 3bdm (10)20 (4)8 4(8)
TYPE I (2) -	(2)4 (16)32
TYPE II (2) -	(2)20 (8)16
TYPE III(2) -	
TOTAL UNITS	44 56 8 (41%) (52%) (7%)
TOTAL UNITS:	108 units
TOTAL PARKING:	214 spaces

PHASE III DATA

SITE ACRES:	9.39 AC
BUILDING TYPES	1bdm 2bdm 3bdm (10)30 (4)12 4(12)
TYPE I (3) -	(2)2 (16)16
TYPE II (1) -	(2)12 (8)48
TYPE III(6) -	
TOTAL UNITS	44 76 12 (33%) (58%) (9%)
TOTAL UNITS:	132 units
TOTAL PARKING:	262 spaces (including garages)

TOTAL (PHASE II AND III COMBINED)

TOTAL UNITS	88 132 20 (36%) (55%) (9%)
TOTAL UNITS:	240 units
TOTAL PARKING:	480 spaces



COLONIAL GRAND LAKE MARY- PHASE III conceptual design package

July 10, 2012



DIX LATHROP
AND ASSOCIATES, INC.



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

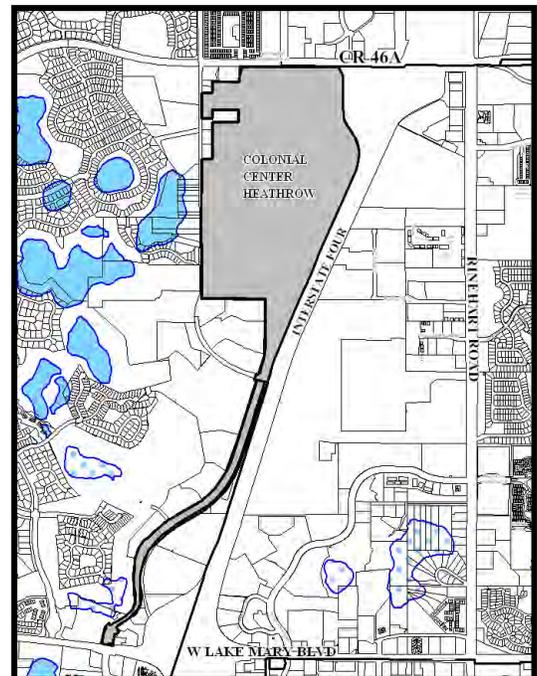
SUBJECT: Ordinance No. 1477 - Request for the Second Amendment to Fourth Amended and Restated Commitments, Classification and District Description for Colonial Center Heathrow Planned Unit Development - First Reading (Public Hearing) (Steve Noto, Planner)

REFERENCE: City Code of Ordinances and Comprehensive Plan, Fourth Amended and Restated Commitments, Classification and District Description, for Colonial Center Heathrow (CCH).

DISCUSSION:

Location: The subject property is located west of I-4, east of Banana Lake Road, south of CR 46A and north of Lake Mary Boulevard.

Site Description: The CCH DRI (f.k.a. Heathrow International Business Center - HIBC) is a Development of Regional Impact (DRI) that is within the jurisdiction of both the City of Lake Mary and Seminole County. There is a total of +/- 436 acres within the DRI. Of this total, +/- 239 acres are within the City of Lake Mary and +/- 159 acres are within unincorporated Seminole County.



Background: The chronology of the CCH DRI is as follows:

October 20, 1988 – Original Development Order was adopted and recorded in Official Records Book 20120, Page 0623 of the Public Records of Seminole County, Florida.

October 10, 1989 – The First Amendment to the Development Order was approved and executed on December 21, 1989 and recorded in Official Records Book 2139, Page 1994. This was determined to be a non-substantial deviation.

August 5, 1993 – The Second Amendment to the Development Order was approved and executed on August 11, 1993 and recorded in Official Records Book 2679, Page 1080. This amendment was determined to be a non-substantial deviation.

April 20, 1995 – The Third Amendment to the Development Order was approved and executed on May 4, 1995 and recorded in Official Records Book 2913, Page 1484. This amendment was determined to be a non-substantial deviation.

October 3, 1996 – The First Amended and Restated Development Order was approved and executed on October 17, 1996 and recorded in Official Records Book 3153, Page 1589. This change was deemed a non-substantial deviation.

May 6, 1999 – The Second Amended and Restated Development Order was approved and executed on July 1, 1999 and recorded in Official Records Book 3721, Page 1691. This change was deemed to be a non-substantial deviation.

December 22, 2000 – The Third Amended and Restated Development Order was approved and executed on June 21, 2001 and recorded in Official Records Book 4113. The Third Amended and Restated Development Order added 39.6 acres and 268 multi-family residential units to the DRI (Tract "Q"). The Third Amended and Restated Development Order was deemed a non-substantial deviation.

October 16, 2003 – The First Amendment to the Third Amended and Restated Development Order was approved and executed on October 16, 2003 and recorded in the Official Records Book 5095, Page 1489. This amendment added a community college facility for 860 students and increased the office square footage by 14,000 square feet within the Seminole County portion of the DRI. This amendment was deemed to be a non-substantial deviation.

On March 16, 2006, the City of Lake Mary annexed +/- 46.3 acres, incorporating Tracts O, P and a portion of Tract N.

May 3, 2007, the City Commission approved the Second Amendment to the Third Amended and Restated Development Order. In addition to revising the name from Heathrow International Business Center to Colonial Center Heathrow, this amendment added 302 multi-family units to the Lake Mary portion of the DRI while decreasing the office square footage to 2,827,000 square feet, transferred office square footage entitlements from Seminole County to Lake Mary to compensate for the annexation of 46 acres into Lake Mary and changed the designation of several tracts from office to multi-family.

On August 27, 2010, the City Commission approved the First Amendment to the Pre-Annexation Agreement. The amendment designated "Community A" as a 232 unit multi-family rental community, in lieu of a fee-simple multi-family community.

On October 26, 2010, the City Commission approved the Fourth Amendment to the Third Amended and Restated Development Order Colonial Center Heathrow

On September 22, 2011, the City Commission approved the Second Amendment to the Pre-Annexation Agreement. The amendment designated "Community B" as a 108 unit multi-family rental community, in lieu of a fee-simple multi-family community.

On June 2, 2011, the City Commission approved the Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow.

On November 17, 2011, the City Commission approved the First Amendment to the Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow.

Proposed Revisions: The applicant is proposing changes to the CCH PUD for purposes of developing Colonial Grand at Lake Mary Phase 3; a 132 unit multi-family rental community. In the recent past, the PUD was amended to create development standards for Phase 1 and 2. That said, the revisions in this instance are minor, and are as follows:

Page 2: Section III, Land Use Table, Table III-1 Decreasing the amount of Office square footage from 2,756,000 to 2,681,000; increasing the number of Multifamily units from 653 to 785. Decreasing the TOTAL Office square footage from 2,870,000 to 2,795,000; increasing the TOTAL Multifamily units from 653 to 785.

Page 3: Section III, Land Use Table, Table III-2: Decreasing the amount of Office square footage from 2,187,551 to 2,112,551; increasing the number of Multifamily units from 340 to 472. Decreasing the TOTAL Office square footage from 2,277,551 to 2,202,551; increasing the TOTAL Multifamily units from 340 to 472.

Page 10: Section VI, C: Allowing six (6) wide sidewalks to be used as wheel-stops, and not meet a one and one-half (1.5) foot setback requirement; but leaving a minimum 44" wide travel way to provide for ADA accessibility.

At the time of City Commission packet preparation, the applicant committed to making a voluntary contribution of \$50,000 to the City's Parks and Open Space fund.

COMPREHENSIVE PLAN AMENDMENT & NOPC: Concurrent with this application, the applicant is requesting an amendment to the DRI, and to the City's Comprehensive Plan. The DRI amendment allows for additional residential units while decreasing total amount of office space and the Comprehensive Plan amendment allows for additional residential units within the HIP-TI land use designation.

STAFF FINDINGS OF FACT: Staff finds the PUD for the CCH DRI is in compliance with the Florida Administrative Code, Florida Statutes, City of Lake Mary Comprehensive Plan and the Code of Ordinances and recommends approval.

PLANNING AND ZONING BOARD: At their regular September 25, 2012, meeting, the Planning and Zoning Board unanimously recommended approval, 5-0, for the proposed Second Amendment to Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow (Formerly Heathrow International Business Center) Planned Unit Development.

ATTACHMENTS:

Ordinance No. 1477

Proposed "First Amendment to Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow (Formerly Heathrow International Business Center) Planned Unit Development" strike-thru/underline version

Location Map

Zoning Map

Future Land Use Map

September 25, 2012 Planning & Zoning Board Minutes

Z:\commdev\staff reports\PUD\2012-RZ-02 CCH PUD Amend CC.doc

ORDINANCE NO. 1477

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING ORDINANCE NO. 399, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 811, ORDINANCE NO. 924, ORDINANCE NO. 1020, ORDINANCE 1106, ORDINANCE 1249, ORDINANCE 1422, AND ORDINANCE 1447 PROVIDING FOR THE FOURTH AMENDED AND RESTATED COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION FOR COLONIAL CENTER HEATHROW (CCH) PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND EFFECTIVE DATE.

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

Section 1. Short Title. This Ordinance shall be known as and may be referred to as the Second Amendment to the Fourth Amended and Restated Commitments, Classification and District Description for the Colonial Center Heathrow Planned Unit Development (PUD).

Section 2. Legislative Intent. In adopting this Ordinance, the City Commission makes the following findings of fact and declares the following legislative intent:

(1) James Johnston of Shutts and Bowen, authorized representative for Colonial Realty Limited (hereinafter "Owner") filed an application to amend the Planned Unit Development District called Colonial Center Heathrow, pursuant to the Land Development Code of the City of Lake Mary for real property located in the City of Lake Mary, Florida and Seminole County, Florida, more particularly described in Exhibit "A" attached to and incorporated in this Ordinance and hereafter referred to as the "Property".

(2) The Owner has represented to the City that it is the owner of and has the authority to file an Application for an Amendment to the Planned Unit Development District with respect to the Property and bind the Property to the changes set forth below.

(3) All public hearings as required by law have been duly noticed and held.

Section 3. Amendment to Colonial Center Heathrow PUD District (FKA Heathrow International Business Center). The City hereby amends the Colonial Center Heathrow PUD District as described in Attachment "A"

Section 4. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 5. 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 6. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

First Reading: December 6, 2012

Second Reading: December 20, 2012

PASSED AND ADOPTED this 20th day of December 2012.

ATTEST:

Carol A. Foster, City Clerk

David J. Mealor, Mayor

CITY OF LAKE MARY, FLORIDA

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"

SECOND AMENDMENT TO FOURTH AMENDED AND RESTATED COMMITMENTS, CLASSIFICATION AND DISTRICT DESCRIPTION COLONIAL CENTER HEATHROW (FORMERLY HEATHROW INTERNATIONAL BUSINESS CENTER) PLANNED UNIT DEVELOPMENT

On June 2, 2011, the City adopted the Fourth Amended and Restated Commitments, Classification and District Description for the Colonial Center Heathrow Planned Unit Development (the "CCH PUD"), as recorded at Official Records Book 7582, Page 705, Public Records of Seminole County, Florida.

On November 17, 2011, the City adopted the First Amendment to Fourth Amended and Restated Commitments, Classification and District Description for the CCH PUD, as recorded at Official Records Book 7669, Page 1930, Public Records of Seminole County, Florida.

Colonial Realty Limited Partnership ("Colonial") owns or controls certain property within the CCH PUD, as described in the attached **Exhibit "A"** (the "Property").

Colonial desires to modify the Fourth Amended and Restated Commitments, Classification and District Description for CCH, as amended, to allow it to develop 132 multifamily rental units on the Property.

Therefore, the Fourth Amended and Restated Commitments, Classification and District Description for CCH, as amended, is hereby further amended as follows:

1. **Section III. LAND USE TABLE** is hereby amended as follows:

III. LAND USE TABLE

Table III-1

COLONIAL CENTER HEATHROW LAND USE DATA

Lake Mary and Seminole County PUD Development Program

<u>Land Use Classification</u>	<u>Acres</u>	<u>Square Feet</u>	<u>Units</u>	<u>Rooms</u>	<u>Students</u>
Office ¹	150.7	2,756,000			
		<u>2,681,000</u>			
College/University					860 ²
Retail/Commercial	38.2	90,000			
Hotel				429	
Day Care	1.8	24,000			
Multifamily	55.6		653		
			<u>785</u>		
Parks:					
Urban Park	9.1				
Linear Park	7.0				
Open Space/Retention/Lakes	84.6 ³				
Right-of-Way	26.49				
Sub Total	373.49				
Right-of-way Tract M	25.11				
TOTAL	398.6	2,870,000	653	429	860
		<u>2,795,000</u>	<u>785</u>		

- 1 Office use includes Support Retail/Commercial uses and Campus Office use. 14,000 square feet of office is allotted to the parcel owned by Seminole Community College.
- 2 Trip generation potential for 860 students is equivalent to that which would be generated by approximately an 80,000 square foot education facility.
- 3 Includes lift station easement on Tract B.

Table III-2

COLONIAL CENTER HEATHROW
LAND USE DATA

Lake Mary PUD Development Program

<u>Land Use Classification</u>	<u>Acres</u>	<u>Square Feet</u>	<u>Units</u>	<u>Rooms</u>
Office ¹	81.3	<u>2,187,551</u>		
		<u>2,112,551</u>		
Retail/Commercial	38.2	90,000		
Hotel				429
Multifamily	26.2		340	
			<u>472</u>	
Parks				
Urban Park	9.1			
Linear Park	5.1			
Open Space/Retention/Lakes	59.4 ²			
Right-of-Way	20.19			
TOTAL	239.49	<u>2,277,551</u>	340	429
		<u>2,202,551</u>	<u>472</u>	

- 1 Office use includes Support Retail/Commercial uses and Campus Office use. 14,000 square feet of office is allotted to the parcel owned by Seminole Community College.
- 2 Includes lift station easement on Tract B.

2. Section IV. BUILDING AND LOT INFORMATION is hereby amended as follows:

IV. BUILDING AND LOT INFORMATION

Office, Support Retail/Commercial, Retail/Commercial, Hotel and Recreational: Building restrictions and criteria for development of office, support retail/commercial, retail/commercial, hotel, and recreational development within the Colonial Center Heathrow (CCH) Property, are set forth in this subsection. All other building restrictions and criteria for office, support retail/commercial, retail/commercial, hotel, and recreational development within the CCH Property shall be in accordance with the requirements of the City of Lake Mary Code, in effect as of the date of this Agreement, except in the event of a conflict between the City of Lake Mary Code ("City Code") and the terms of this Agreement in which event this Agreement shall control. All facilities constructed on the CCH Property shall either be platted or receive

complete site plan review, as appropriate, in accordance with the provisions of the City Code and this Agreement.

Minimum building Setbacks¹

<u>Tract</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Rear Yard</u>
D	25'	10'	(See Note 2)
E	25'	10'	10'
F	25'	10'	10'
G	25'	10'	10'
H	25'	10'	10'
I	25'	10'	10'
K ³	25'	10'	10'
L ⁴	25'	10'	10'

- 1 Canopies or porte-cocheres shall be no closer than 5' from the paving setback line or 30' from CR 46-A right-of-way line, as applicable.
- 2 The minimum rear yard building setback required on Tract D is 200 feet from the western boundary of the DRI; elsewhere on Tract D, minimum rear yard setbacks are 10 feet.
- 3 50 feet from I-4 right-of-way.
- 4 55 feet from CR 46A.

Paving Setbacks

<u>From</u>	<u>Distance</u>
CR 46-A R-O-W	25'
I-4 R-O-W	15'
International Parkway	
West R-O-W	15'
East R-O-W	45' ¹
Business Center Drive R-O-W	15'
Heathrow Park Lane R-O-W	15'
Side Lot Line	10'
Tracts G and I adjacent to Tract H	5'
Retention Ponds	10' ²

- 1 5' from Recreational Trail right-of way.
- 2 Buildings adjacent to retention lakes may incorporate "0" setback for up to 10% of the total parcel linear lake frontage for amenity features.

Maximum Building Height

<u>Tract</u>	<u>Maximum Height¹</u>
D	²

E	70 feet
F	70 feet
G	35 feet
H	35 feet
I	35 feet
K	70 feet
L	35 feet for retail/commercial use 70 feet for office buildings 100 feet for hotel use

- 1 The building height shall be defined as the measurement from the average grade of the first floor to the roofline. This measurement shall not include elevator shafts, roof mounted equipment, parapets used in screening roof mounted equipment, nor atrium features, provided such atrium shall not exceed 15% of the roof area.
- 2 35 feet within 200 feet of the Buffer Tract (or 400 feet from the CCH property line), then 45 feet for the remainder of the Tract.

If more than one parcel within a tract depicted on the CCH Master Plan are to be developed as a unified development plan, whether under single ownership or multiple ownership, said unified development plan shall not be required to adhere to the following minimum requirements from common interior property lines:

- Building setbacks
- Paving setbacks
- Landscape buffer yards
- Lighting setbacks

Where the unified development plan, taken as a whole, meets open space and parking requirements, each individual parcel within that unified development plan shall not have to separately meet the minimum open space and parking requirements.

A unified development plan shall include, but not be limited to the following master planned elements:

- Site design
- Stormwater system
- Landscaping
- Irrigation
- Parking
- Traffic circulation
- Pedestrian circulation
- Open space requirements
- Impervious surface area requirements
- Utilities
- Signage plan

- Site lighting
- Solid waste coordination
- Health and life safety concerns

Engineering Requirements: Development in accordance with the following Engineering criteria:

- A. Site Plans. Prior to the approval of any site development, the applicable tract shall be submitted as part of the site plan in accordance with the City’s Site Plan Regulations. Site development and building construction will be allowed prior to platting and prior to the construction of necessary infrastructure; provided an agreement between the City and the Developer is executed which addresses the time frame for building construction and conditions issuance of the certificate of occupancy on completion of the necessary infrastructure, including but not limited to paved access, water, wastewater and stormwater facilities.
- B. Protection of Existing Riparian Rights and Lake Levels. The Developer acknowledges that it intends to take all reasonable steps in order to protect existing riparian rights and lake levels established by the St. Johns River Water Management District (“SJRWMD”) in the design, construction, and operation of its stormwater facilities in accordance with the Project permitting. Upon the date of filing of any applications or requests for any governmental permit or approval related to the stormwater system, the Developer agrees to send written notice to the City of Lake Mary and hereby waives any objection to the City as an interested party and any such proceeding in which the City elects to participate or object. The Developer also agrees to comply with all applicable federal, state and local laws, rules regulations and requirements applicable to the design, construction, and operation of its stormwater facilities.

Multifamily: Building restrictions and criteria for multifamily developments in CCH (“Multifamily Developments”) are set forth below.¹ All other building restrictions and criteria for the Multifamily Developments shall be in accordance with the requirements of the Land Development Code of the City of Lake Mary, in effect as of the date of this Agreement, except in the event of a conflict between the Land Development Code and the terms of this Agreement, in which event this Agreement shall control. The City and the Developer agree that all facilities constructed in the Multifamily Developments shall either be platted or receive complete site plan review, as appropriate, in accordance with the provisions of the Land Development Code and this Agreement.

Minimum Building Setbacks

10’ building separation

¹ “Multifamily Developments” collectively includes the Colonial Grand at Lake Mary Phase II and Phase III multifamily rental developments on a portion of Tract D (“Tract D Multifamily Developments”) and the multifamily rental development located on Tract E, Tract O and a portion of Tract P (the “Colonial Multifamily Development”).

10' building setback from multifamily property line

2' Pavement Setback

Open Space

25 % minimum open space is permitted, including sidewalks

80 % maximum impervious permitted

Hotel On Tract L: Building restrictions and criteria for development for the hotel to be developed on Tract L are set forth below. All other building restrictions and criteria for the hotel to be developed on Tract L shall be in accordance with the requirements of the Land Development Code of the City of Lake Mary, in effect as of the date of this Agreement, except in the event of a conflict between the Land Development Code and the terms of this Agreement, in which event this Agreement shall control.

Water Conservation Measures

Guest Rooms:

- A linen reuse program consisting of info cards to guest notifying policy to wash linens less often (every 3 days) unless requested and instructing to place dirty towels on the floor.
- Low flow water closets (1.6 gallons).
- Low flow shower heads (2.5 gal. per minute)
- Aerators on vanity sinks to restrict water flow.

Kitchen:

- Low flow dish washer.
- Water efficient ice machines.

Swimming Pool:

- Water saving pool filters.
- Recycle water feature water.
- Cistern / roof water collection system for water feature and pool (if acceptable to the Health Department) make up water.

Landscaping Areas:

- Xeriscape (drought tolerant plants) landscaping .
- Focused irrigation to limit spray to parking lots and walks.
- Use automatic rain shut off device on irrigation system.
- Use drip type irrigation heads where applicable.
- Use reuse water for irrigation in all areas except at the pool and front door.

Public Areas:

- low volume urinals (1 gal per flush)

3. Section VI. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM is hereby amended as follows:

VI. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM

Sidewalks: The CCH development shall provide a system of sidewalks along all roadways to interconnect the uses within the Project to accommodate and encourage pedestrian movement. Sidewalks along the International Parkway and Recreational Trail right-of-way shall be provided in accordance with the Development Agreement Regarding International Parkway and Recreational Trail dated September 19, 1996, and recorded at OR Book 3137, Page 0769 of the Public Records of Seminole County, Florida (the "International Parkway Agreement"). Except as otherwise provided in the International Parkway Agreement, sidewalks shall be constructed in conjunction with the development of each site along all public and private roadways under a design which will provide a continuous interconnecting system; sidewalks shall be constructed adjacent to common tracts in conjunction with road development.

Office Parking Requirements: Parking within the office tracts at CCH will be provided at a rate to meet market demand but shall be a minimum of 1 space per 300 square feet of gross floor area. Support retail/commercial uses, i.e., snack shops, sundries, restaurants, etc., contained within office tracts are intended for the primary use of the CCH tenants and therefore shall be calculated for parking demand at a minimum rate of 1 space per 300 square feet of gross floor area. Construction of some of the required spaces may be deferred in accordance with the Deferred Parking provisions of the City Code.

Retail/Commercial and Support Retail/Commercial Parking Requirements: Parking within the retail/commercial and support retail/commercial tracts at CCH will be provided at a rate to meet market demand but shall be a minimum of one space per 250 square feet of gross floor area. Hotel/motel parking shall be provided at a rate to meet market demand but shall be a minimum rate of 1 space per room. Parking for support retail/commercial shall be provided at a rate to meet market demand and may take into consideration pedestrian activity within the Project to reduce the amount of on-site parking and to encourage pedestrian use. Construction of

some of the required spaces may be deferred in accordance with the Deferred Parking provisions of the City Code.

Multifamily Parking Requirements: The Multifamily Developments will provide at least two parking spaces per rental unit, in that providing more paved parking will reduce opportunities to preserve existing trees and reduce landscaped open space. No tandem garages shall be permitted in the Multifamily Developments.

Other Uses: Parking requirements for other uses shall be in accordance with the City Code and determined during site plan review.

Parking Location: Structured parking, as well as surface lots, will be allowed within CCH. It is also anticipated that there will be circumstances where conventional location of parking within immediate proximity to a building will not be desirable to the function or appearance of the development or special event. Where this circumstance occurs, remote parking (i.e., not located on the same lot or tract) shall be allowed in CCH for special events (tennis tournaments, golf tournaments, art shows, outdoor concerts, festivals, etc.) or buildings, subject to City of Lake Mary approval and provided that a pedestrian system connects the remote parking to the event or building, or that bus or other transit service is provided to and from the remote parking.

Shared Parking: The CCH development is intended to provide a mix of complimentary land uses. As a result, conditions may exist where parking demands may occur at non-conflicting periods of the day or night. The Developer may consider use of shared parking subject to City approval.

Off-Street Loading and Unloading: There will be circumstances where conventional loading and unloading areas will not be desirable to the function or appearance of a development within CCH. Where this circumstance occurs, flexibility will be allowed in the location of loading or unloading space provided that no motor truck, tractor or trailer shall block access of emergency services to a building. Off-street loading and unloading areas will be provided in accordance with City Code.

On-Street Parking: On street parking will be permitted on the roadways immediately adjacent to the Multifamily Developments, excluding International Parkway.

Off-Street Parking Design: It is the intent of CCH that parking areas are to be consistent with the overall quality of development. To accomplish this goal, the following design standards allow CCH to reduce pavement area while increasing landscape and pedestrian opportunities.

- A. The minimum width of two-way aisle pavement shall be twenty (20) feet, not including curbs and gutter. The minimum width of one-way aisle pavement shall be consistent with City Code.
- B. Stalls for parking ninety degrees (90°) to centerline of aisle shall be a minimum of eighteen (18) feet deep by nine (9) feet wide. The 18 foot dimension may be reduced by up to 1.5 feet for overhang on peripheral spaces or spaces facing an island or median. Parallel parking stalls shall be a minimum of eight (8) feet by twenty-two (22) feet. Parking stalls for handicapped, where required, shall be designed to meet adopted City,

state and federal handicapped parking requirements. Parking stall dimensions and aisle width for parking other than perpendicular shall be determined at site plan review.

- C. Where required, sidewalks shall be located no closer than one and one-half (1.5) feet from the face of curb or wheelstop, or as required for roadway clear zone. Curbed sidewalks that are a minimum of six and one-half (6.5) feet in width to satisfy handicapped accessibility standards may be used as a wheelstop, and not meet the above one and one-half (1.5) foot setback requirement, except in the Multifamily Developments curbed sidewalks that are a minimum of six (6) feet in width to satisfy handicapped accessibility standards by leaving a minimum forty-four inch (44") wide pedestrian travel way may be used as a wheelstop, and not meet the above one and one-half (1.5) foot setback requirement.
- D. All plantings six (6) inches or higher shall be restricted to areas a minimum of two (2) feet back from the face of curb where adjacent parking stalls are less than twenty (20) feet deep.
- E. Compact spaces shall be 8' wide by 18' deep. Not more than 30% of the total parking spaces in office and campus office tracts shall be compact spaces. Not more than 10% of the total parking spaces in multifamily tracts shall be compact spaces. Compact spaces shall be appropriately signed and striped to identify them as compact spaces.
- F. The minimum materials thickness and types shall be the same as included in the **Street Design** section of this Agreement.

Street Design: It is the intent of CCH to provide a system of streets and boulevards to accommodate vehicular and pedestrian movement within and through the development. The street and boulevard system shall be designed in accordance with FDOT and City of Lake Mary Design Standards and shall be subject to the approval of the City of Lake Mary. The following design standards shall not apply to International Parkway and the Recreational Trail, which shall be governed instead by the International Parkway Agreement, as recorded in the public records of Seminole County.

- G. Pavement section for roadways to be dedicated as public streets shall meet the City's geometric and structural requirements.
- H. Pavement sections for private roads shall be 12-inch stabilized subbase to 75 psi. Florida Bearing Value (FBV), 8-inch limerock or soil cement base course and 1 1/2-inch (1/4-inch \pm tolerance) type S-1 or S-3 asphaltic concrete surface course. Decorative pavement surfaces of equivalent section strength and durability parameters shall be permitted.
- I. The minimum cross slope shall be 1/4-inch vertical per 1-foot horizontal (2%).
- J. Curb and gutter shall be Portland Cement concrete, standard curb and gutter, median curb, or spill type. Where appropriate, and within development sites only, the function of the curb may be performed by edge of sidewalk adjacent to pavement. There will be a 5' minimum radius on curbing.

- K. The maximum side slope to grade shall be no steeper than 1-foot vertical to 3 feet horizontal (3:1) with 1-foot vertical to 4 feet horizontal (4:1) being desirable in most circumstances. Decorative retaining walls not higher than seven (7) feet measured from the top of curb shall be allowed if located no closer to back of curb than 4 feet measured horizontally, or as required by roadway clear zone requirements or sight distance (safety) requirements. Retaining walls shall be constructed of materials consistent with the City Code, and FDOT Green Book standards.
- L. Consistent with Green Book standards, a minimum width of 3 feet back of curb shall be maintained clear of all trees or shrubs 2 feet or higher. Trees beyond the 3 feet limit shall be selectively cleared, where necessary, for utilities, sidewalk and driveway purposes. Ground covers and shrubs not higher than 2 feet shall be allowed in areas less than 3 feet from curb. Roadway and intersection sight distance requirements may dictate need for additional clearing and/or appropriate location of planted landscaping.
- M. Sidewalks may meander within roadway tracts and into adjacent lots on which a sidewalk easement (to be dedicated at time of site plan) exists. Sidewalks are to be a minimum of 4 feet wide and 4 inches thick. Sidewalks to be concrete or equivalent durable decorative pavement.
- N. The pavement width shall be a minimum of 10 feet, exclusive of curbs and gutters, for each traveled lane on all roadways.
- O. Landscaping less than 2 feet high above the curb shall be allowed in the recovery clear zone. Site amenities over 2 feet high shall be permitted in the divider median, if located over 3 feet back of curb, and where they do not interfere with sight distances or clear zone as required by the City of Lake Mary, and FDOT Green Book standards.

Minimum Roadway Tract and Pavement Widths Exclusive of Required Turn Lanes:

	ROAD TRACT WIDTH	PAVEMENT WIDTH
	<u>Curb & Gutter</u>	<u>Curb & Gutter Back-to-Curb</u>
Minor Collector	60	28
Local	50	20
Minor	50	24
Cul-de-sac (C.D.S.)	50*	42*

Pavement width on C.D.S. = 20' b-b.

* Radius

Roadway Tracts: 25'

Alleys: 20' flush clear zone (two way traffic) including two (2) feet non-paved stabilized

Alley Tracts: 18'

Florida State Department of Transportation (FDOT) "Green Book" (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways) standards shall not apply to any of CCH PUD's internal private roads (including Business Center Drive and Heathrow Park Lane), inasmuch as they are minor, local, and minor collector private roads, and the standards are applicable to major public streets and highways.

Design speed for the CCH interior private minor and local streets shall be 30 mph maximum. For private collector roads within CCH, the design speed shall be 40 mph. Posted speed limits and design limits within specific tracts at CCH may be lower than the 30 mph cited above. Design speed on roadways to be dedicated to the City of Lake Mary as public roadways shall conform to requirements in the City Code.

Roadway classification by usage within CCH shall be as follows:

Minor Collector - International Parkway and Orange Boulevard extended.
Local or minor streets - all others.

4. **Entire Agreement.** Except as specifically amended hereby, the Fourth Amended and Restated Commitments, Classification and District Description, as amended, shall continue in full force and effect in accordance with its terms.

5. This Second Amendment to the Fourth Amended and Restated Commitments, Classification and District Description shall be effective immediately upon the date of its execution by the last of the parties hereto to execute the same.

ATTEST:

CITY OF LAKE MARY, FLORIDA

Carol A. Foster, City Clerk

By: _____
David Mealor, Mayor
Date: _____

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

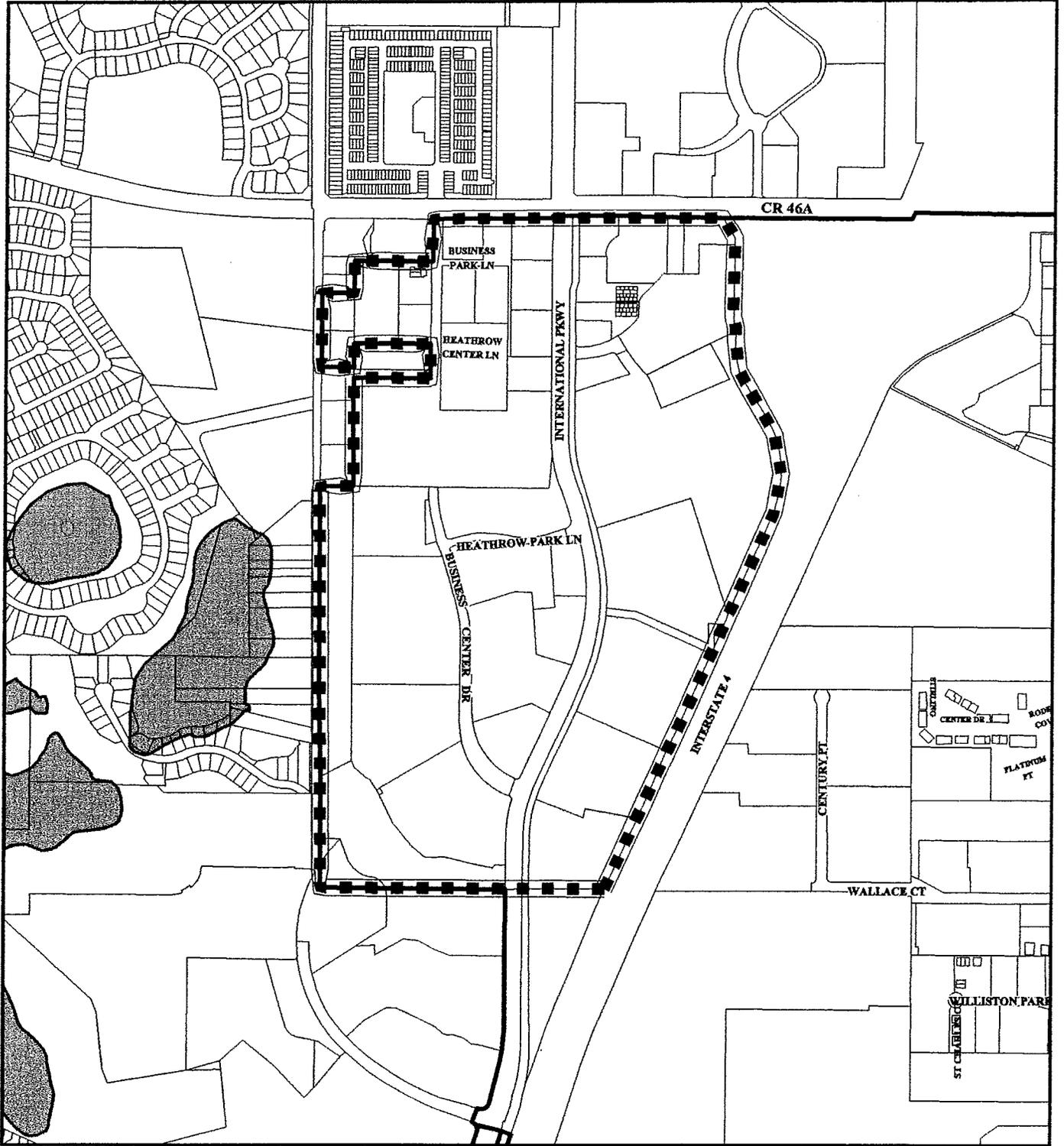
COLONIAL REALTY LIMITED PARTNERSHIP,
a Delaware limited partnership

By Its General Partner: Colonial Properties Trust
an Alabama declaration of trust

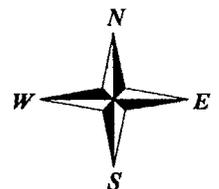
By: _____
Ed Wright
Executive Vice President

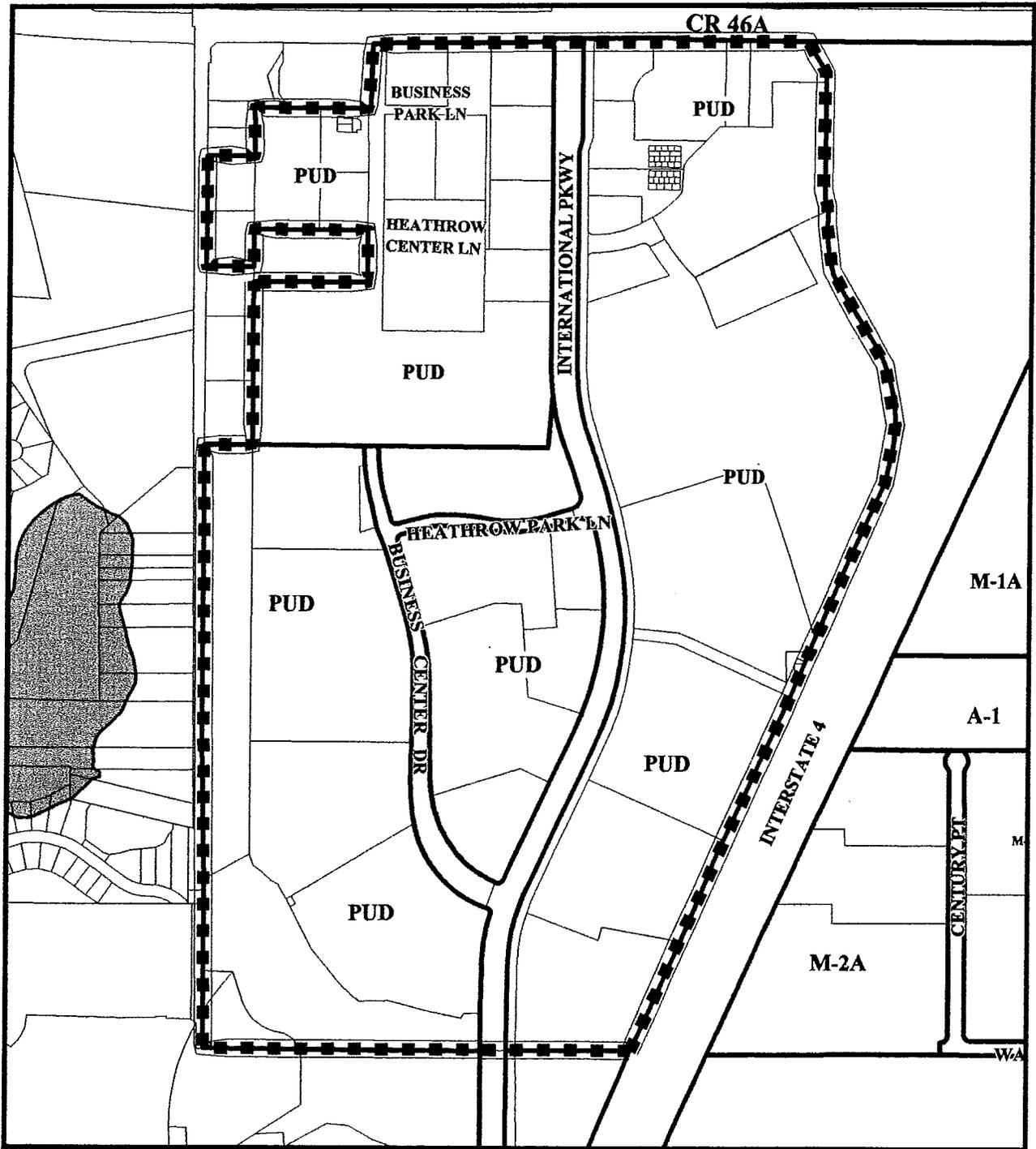
Exhibit "A"

**Legal Description
Colonial Grand at Lake Mary Phase III Property**

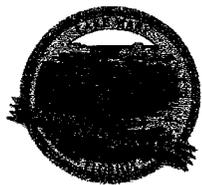


Location Map Colonial PUD

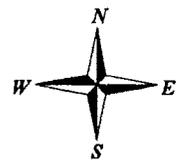


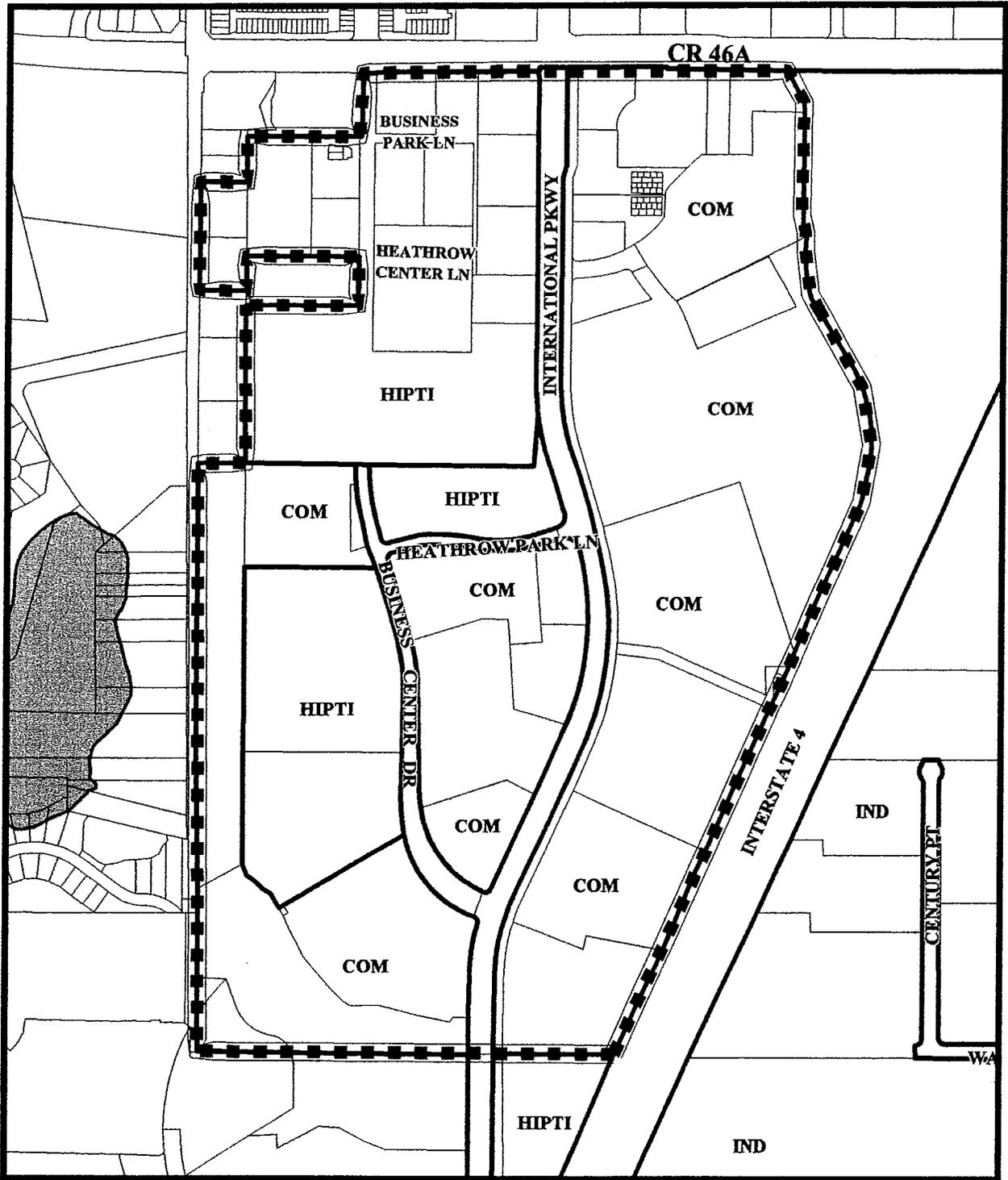


Zoning Map



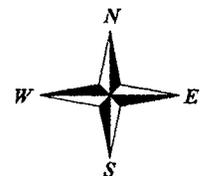
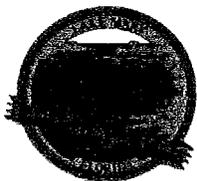
LEGEND							
A-1	Agriculture	R-1AAA	Single Family	PUD	Planned Unit Development	M-1A	Light Industrial
RCE	Rural Country Estate	R-M	Residential	PO	Professional Office	M-2A	Industrial
R-1A	Single Family	R-2	One & Two Family	C-1	General Commercial	DC	Downtown Center
R-1AA	Single Family	R-3	Multiple Family	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	SC PD Seminole County PD
HDR High Density Residential (Max 9 DU / Acre)	HIPTI High Intensity Planned Development	



1 VII. New Business

2
3 A. 2012-NOPC-01: Recommendation to the City Commission for the Sixth
4 Amendment to the Third Amended and Restated Development Order (DO),
5 Colonial Center Heathrow (Lake Mary); Applicant: Colonial Properties
6 Trust/Shutts & Bowen, LLP-James Johnston
7

8 B. 2012-RZ-12: Recommendation to the City Commission for the Second
9 Amendment to Fourth Amended and Restated Commitments, Classification and
10 District Description, Colonial Center Heathrow (formerly Heathrow International
11 Business Center) Planned Unit Development; Applicant: Mr. James Johnston
12 (Shutts & Bowen, LLP) for Colonial Realty Limited Partnership
13

14 Stephen Noto, Planner, presented Items A. and B. simultaneously since they are
15 related. A colored aerial was on the overhead projector. He said, we have been
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17 the last round, of these amendments that will be coming before you for this type of
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24 southwest corner of Heathrow Park Lane and Business Center Drive, was to be
25 Community B, another townhome community. Over the last couple of years, the
26 Applicants have come before you to amend the PUD and the DRI to allow for rental
27 communities doing simultaneous increase/decrease as permitted through the
28 Florida Statutes of office space and residential.
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34 paper. Phase III would conceptually be developed as such. That will come before
35 you as a site plan in the future. As you can see, there would be a straight
36 connection with Phase II, and it would really end up being developed just like
37 Phase I right across the street, its own independent clubhouse and other amenities
38 and such.
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42 around the same time we did the annexation, there was language added to the
43 Comp. Plan that would have capped the number of residential units in the HIP-TI

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3 approval to the City Commission.
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5 Mr. Noto stated, so, the timing of these four items, the two that are before you this
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7 Amendment will eventually all combine into one at a City Commission meeting later
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10 Mr. Noto concluded his presentation by saying, we have reviewed the NOPC
11 request and the PUD Amendment request similarly as we did in the past against
12 the former PUD Amendment and Comprehensive Plan. We do recommend
13 approval of both Items A. and B. If you will notice, item 2012-NOPC-01 does have
14 four conditions tied to it -- one of them is a condition and the other three are more
15 like findings of fact in that the simultaneous increase/decrease falls within the
16 purview of not being a substantial deviation. The item was reviewed by the Central
17 Florida Regional Planning Council and other relevant agencies as is required for
18 NOPCs. You will see the fourth finding of fact regarding Water Star. I can tell you
19 that Phase I was very well done. Staff had a chance to do the walk-thru the day it
20 opened and we were pretty pleased with what we saw. And as regards item 2012-
21 RZ-12, there are no conditions with that. Staff does recommend approval.
22

23 Juan (John) A. Omana, Jr., Community Development Director, announced these
24 items are quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see attached)
25 was located at the back of the chambers for any interested party to sign in order to
26 be kept abreast of these matters.
27

28 Chairman Hawkins requested the Applicant come forward and address the Board.
29

30 James Johnston, Attorney-at-Law/Applicant Representative, with Shutts & Bowen,
31 LLP, 300 S. Orange Avenue, Suite 1000, Orlando, Florida 32801, appeared on
32 behalf of the Applicant and addressed the Board in favor of both items. He said
33 that they were present in agreement with staff and the recommendation/the
34 conditions concerning the NOPC as well as the recommendation regarding the
35 rezoning application; that they were present to answer any questions or address
36 any concerns.
37

38 Chairman Hawkins opened the hearing to public comment on Item A. Hearing
39 none, he closed that portion and entertained board discussion and/or a motion.
40

41 **MOTION:**
42

1 **Member Cartmill moved to recommend approval to the City Commission**
2 **the request by Colonial Properties Trust/Shutts & Bowen, LLP-James**
3 **Johnston for the Sixth Amendment to the Third Amended and Restated**
4 **Development Order (DO), Colonial Center Heathrow (Lake Mary), Lake Mary,**
5 **Florida, consistent with staff's Findings of Fact listed in the Staff Report as**
6 **follows. Member Schofield seconded the motion, which carried unanimously**
7 **5-0.**

8
9 **FINDINGS OF FACT:**

10
11 **Staff finds the revisions to the CCH D.O. are in compliance with the Florida**
12 **Administrative Code, Florida Statutes, City of Lake Mary Comprehensive**
13 **Plan and the Code of Ordinances with the following findings:**

- 14
15 **1. All revisions, inclusive of those from the conversion matrix within the**
16 **D.O., fall below the entitlements of original D.O. and are not considered**
17 **a substantial deviation.**
18 **2. City Staff has reviewed the proposal and determined the amended and**
19 **restated D.O. is not a substantial deviation from the approved D.O.**
20 **3. The total 472 residential units are in compliance with the maximum**
21 **number of residential units allowed in the CCH DRI per the City's**
22 **Comprehensive Plan.**
23 **4. The dwelling units shall be constructed with water conservation**
24 **provisions such as Water Star.**

25
26 Chairman Hawkins opened the hearing to public comment on Item B. Hearing
27 none, he closed that portion and entertained board discussion and/or a motion.

28
29 **MOTION:**

30
31 **Member Cartmill moved to recommend approval to the City Commission**
32 **the request by Mr. James Johnston (Shutts & Bowen, LLP) for Colonial**
33 **Realty Limited Partnership for the Second Amendment to Fourth Amended**
34 **and Restated Commitments, Classification and District Description, Colonial**
35 **Center Heathrow (formerly Heathrow International Business Center) Planned**
36 **Unit Development, Lake Mary, Florida, consistent with staff's Findings of Fact**
37 **listed in the Staff Report. Member Schofield seconded the motion, which**
38 **carried unanimously 5-0.**

39
40 **VIII. Community Development Director's Report**

41 Juan (John) A. Omana, Jr., Community Development Director, reported on actions
42 taken by the City Commission at their September 20, 2012, meeting.



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Steve Noto

SUBJECT: Request for the Sixth Amendment to the Third Amended and Restated Development Order (DO) Colonial Center Heathrow (Public Hearing)
(Steve Noto, Planner)

REFERENCE:

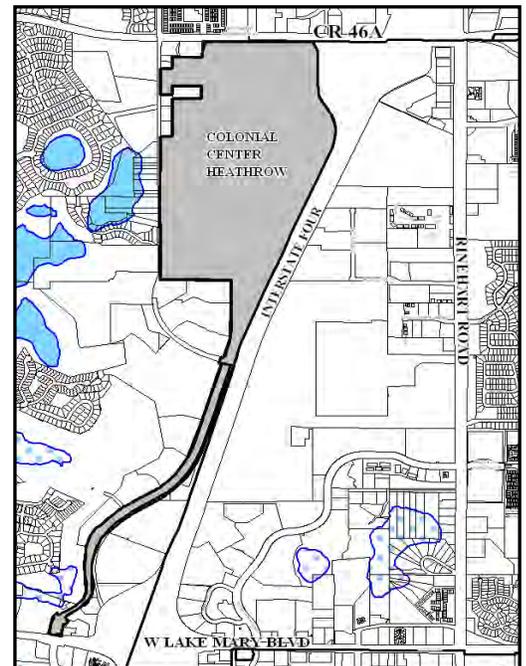
City Code of Ordinances and Comprehensive Plan, 5th Amendment to the 3rd Amended and Restated D.O. for CCH DRI, Florida Statutes, Subsection 380.06

DISCUSSION:

This request is being processed to allow for additional apartment units within the DRI.

Location: The CCH DRI is located generally on the west side of I-4, south of C.R. 46A, and north of Lake Mary Blvd.

Site Description: The CCH DRI is a mixed-use development consisting of office and support retail uses. There are also two tracts that are marked for residential development. The DRI is zoned PUD; there is a total of approximately +/- 269 acres within the DRI.



Background: The chronology of the CCH DRI is as follows:

October 20, 1988 – Original Development Order was adopted and recorded in Official Records Book 20120, Page 0623 of the Public Records of Seminole County, Florida.

October 10, 1989 – The First Amendment to the Development Order was approved and executed on December 21, 1989 and recorded in Official Records Book 2139, Page 1994. This was determined to be a non-substantial deviation.

August 5, 1993 – The Second Amendment to the Development Order was approved and executed on August 11, 1993 and recorded in Official Records Book 2679, Page 1080. This amendment was determined to be a non-substantial deviation.

April 20, 1995 – The Third Amendment to the Development Order was approved and executed on May 4, 1995 and recorded in Official Records Book 2913, Page 1484. This amendment was determined to be a non-substantial deviation.

October 3, 1996 – The First Amended and Restated Development Order was approved and executed on October 17, 1996 and recorded in Official Records Book 3153, Page 1589. This change was deemed a non-substantial deviation.

May 6, 1999 – The Second Amended and Restated Development Order was approved and executed on July 1, 1999 and recorded in Official Records Book 3721, Page 1691. This change was deemed to be a non-substantial deviation.

December 22, 2000 – The Third Amended and Restated Development Order was approved and executed on June 21, 2001 and recorded in Official Records Book 4113. The Third Amended and Restated Development Order added 39.6 acres and 268 multi-family residential units to the DRI (Tract "Q"). The Third Amended and Restated Development Order was deemed a non-substantial deviation.

October 16, 2003 – The First Amendment to the Third Amended and Restated Development Order was approved and executed on October 16, 2003 and recorded in the Official Records Book 5095, Page 1489. This amendment added a community college facility for 860 students and increased the office square footage by 14,000 square feet within the Seminole County portion of the DRI. This amendment was deemed to be a non-substantial deviation.

On March 16, 2006, the City of Lake Mary annexed +/- 46.3 acres, incorporating Tracts O, P and a portion of Tract N.

May 3, 2007, the City Commission approved the Second Amendment to the Third Amended and Restated Development Order. In addition to revising the name from Heathrow International Business Center to Colonial Center Heathrow, this amendment added 302 multi-family units to the Lake Mary portion of the DRI while decreasing the office square footage to 2,827,000 square feet, transferred office

square footage entitlements from Seminole County to Lake Mary to compensate for the annexation of 46 acres into Lake Mary and changed the designation of several tracts from office to multi-family.

On August 27, 2010, the City Commission approved the First Amendment to the Pre-Annexation Agreement. The amendment designated "Community A" as a 232 unit multi-family rental community, in lieu of a fee-simple multi-family community.

On October 26, 2010, the City Commission approved the Fourth Amendment to the Third Amended and Restated Development Order Colonial Center Heathrow

On September 22, 2011, the City Commission approved the Second Amendment to the Pre-Annexation Agreement. The amendment designated "Community B" as a 108 unit multi-family rental community, in lieu of a fee-simple multi-family community.

On June 2, 2011, the City Commission approved the Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow.

On November 17, 2011, the City Commission approved the First Amendment to the Fourth Amended and Restated Commitments, Classification and District Description Colonial Center Heathrow.

Changes to the Development Order: On August 13, 2012, Shutts & Bowen, LLP submitted a Notice of Proposed Change (NOPC) and proposed Amended and Restated DO. The NOPC process to an approved DO requires the proposed Amended and Restated DO to be reviewed and approved by all applicable parties including the City of Lake Mary, Department of Economic Opportunity (DEO), and the East Central Florida Regional Planning Council (ECFRPC).

Exhibit 1, Condition 2.1 Project Description: The applicant is proposing a simultaneous decrease in office square footage, and an increase in the number of apartment units. The following table shows those existing thresholds as strike through and new thresholds in bold/underline. The revisions are as follows:

Colonial Center Heathrow Project Description

<u>Land Use</u>	<u>Lake Mary</u>	<u>Seminole County</u>	<u>Total Project</u>
Office	2,187,551 <u>2,112,551</u>	568,449*	2,756,000** <u>2,681,000**</u>
College/ University	0	860 Students	860 Students ***
Retail/ Comm	90,000	0	90,000

Hotel	429 rms	0	429 rms
Day Care	0	24,000 sf	24,000 sf
Townhomes	0	252 du	252 du
Apartments	340 du <u>472du</u>	313 du	653 du <u>785 du</u>
Parks			
-Urban	9.1 acres	0	9.1 acres
-Linear	5.1 acres	1.9 acres	7.0 acres
Open Space/ Retention Lk	59.4 acres	25.2 acres	84.6 acres
Right-of-way	20.19 acres	6.3 acres 25.11 acres (Tract M)	51.6 acres

* Includes Support Retail/Commercial, not to exceed 26,250 sf and 14,000 sf of office allotted to the parcel owned by SCC.

** Transfers in Office square footage between the City and Seminole County shall be permitted. Notifications to DCA and ECFRPC of these transfers will not be required but will be reflected in the DRI Annual Report.

Note: Simultaneous increases and decreases in the acreage for Tracts I & G (Support Retail/Commercial) shall be permitted so long as the acreage for Tract H (Urban Park) remains at not less than 9.1 acres.

*** Trip generation potential for 860 students is equivalent to that which would be generated by approximately an 80,000 square foot educational facility.

Exhibit 1, Condition 2.8: Regarding the conversion of one land use to another, the DRI contains a matrix that is used to determine the simultaneous increase of one use and the decrease of another. The DRI also establishes a minimum and a maximum threshold related to the conversion of uses. Any use that goes above the maximum threshold and/or below the minimum threshold shall trigger a NOPC review. The proposed minimum and maximum thresholds are as follows:

	<u>Minimum Threshold</u>	<u>Maximum threshold</u>
Office	1,000,000 sf	3,100,000 sf
Multi-Family	313 units	905 units <u>1,037 units</u>
Commercial	40,000 sf	150,000 sf
Hotel	300 rms	429 rms

Master Plan: The Master Plan, Map H, has been revised to reflect 1,037 total multi-family units. Map H is attached as Exhibit B to the DO.

COMPREHENSIVE PLAN & PUD AMENDMENTS: Concurrent with this application, the applicant is requesting an amendment to the PUD, and to the City's Comprehensive Plan. The PUD amendment outlines development standards for the project and the Comprehensive Plan amendment allows for additional residential units within the HIP-TI land use designation.

STAFF FINDINGS OF FACT: Staff finds the revisions to the CCH D.O. are in compliance with the Florida Administrative Code, Florida Statutes, City of Lake Mary Comprehensive Plan and the Code of Ordinances with the following findings:

1. All revisions, inclusive of those from the conversion matrix within the D.O., fall below the entitlements of original D.O. and are not considered a substantial deviation.
2. City Staff has reviewed the proposal and determined the amended and restated D.O. is not a substantial deviation from the approved D.O.
3. The total 472 residential units are in compliance with the maximum number of residential units allowed in the CCH DRI per the City's Comprehensive Plan.
4. The dwelling units shall be constructed with water conservation provisions, such as Water Star.

PLANNING AND ZONING BOARD: At their regular September 25, 2012 meeting, the Planning and Zoning Board voted unanimously (5-0) to recommend approval of the Sixth Amendment to the Third Amended and Restated Development Order (DO), Colonial Center Heathrow (Lake Mary), Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report

ATTACHMENTS:

September 25, 2012 Planning & Zoning Board Minutes

Location Map

Proposed "Sixth Amendment to Third Amended and Restated Development Order Colonial Center Heathrow" (strike-through and underline version)

1 VII. New Business

- 2
- 3 A. 2012-NOPC-01: Recommendation to the City Commission for the Sixth
- 4 Amendment to the Third Amended and Restated Development Order (DO),
- 5 Colonial Center Heathrow (Lake Mary); Applicant: Colonial Properties
- 6 Trust/Shutts & Bowen, LLP-James Johnston
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16 purview of not being a substantial deviation. The item was reviewed by the Central
17 Florida Regional Planning Council and other relevant agencies as is required for
18 NOPCs. You will see the fourth finding of fact regarding Water Star. I can tell you
19 that Phase I was very well done. Staff had a chance to do the walk-thru the day it
20 opened and we were pretty pleased with what we saw. And as regards item 2012-
21 RZ-12, there are no conditions with that. Staff does recommend approval.
22

23 Juan (John) A. Omana, Jr., Community Development Director, announced these
24 items are quasi-judicial in nature; that a Quasi-Judicial Sign-In Sheet (see attached)
25 was located at the back of the chambers for any interested party to sign in order to
26 be kept abreast of these matters.
27

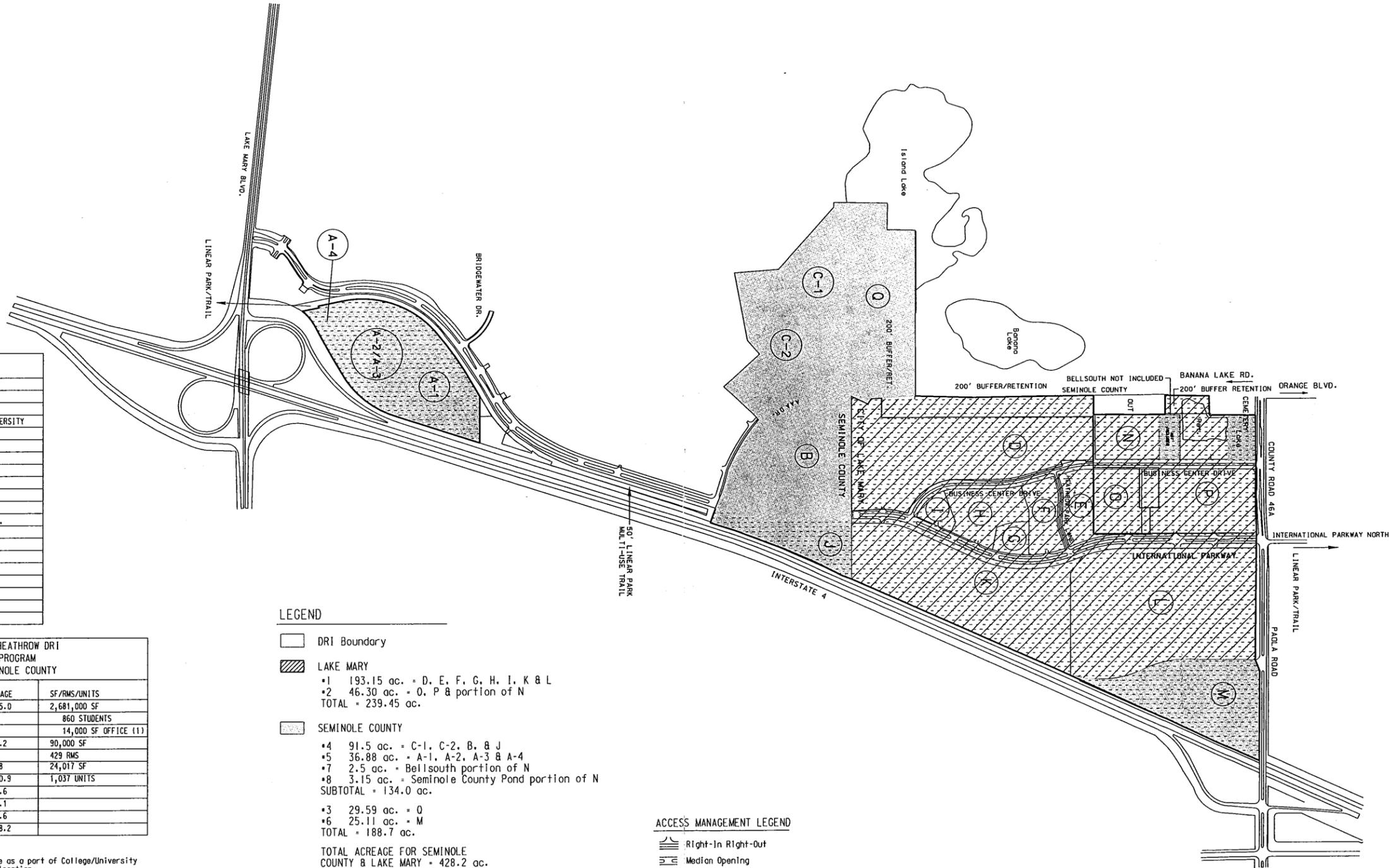
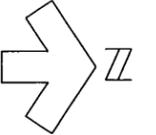
28 Chairman Hawkins requested the Applicant come forward and address the Board.
29

30 James Johnston, Attorney-at-Law/Applicant Representative, with Shutts & Bowen,
31 LLP, 300 S. Orange Avenue, Suite 1000, Orlando, Florida 32801, appeared on
32 behalf of the Applicant and addressed the Board in favor of both items. He said
33 that they were present in agreement with staff and the recommendation/the
34 conditions concerning the NOPC as well as the recommendation regarding the
35 rezoning application; that they were present to answer any questions or address
36 any concerns.
37

38 Chairman Hawkins opened the hearing to public comment on Item A. Hearing
39 none, he closed that portion and entertained board discussion and/or a motion.
40
41
42

MOTION:

SEPTEMBER 25, 2012-3
PLANNING AND ZONING BOARD



TRACT DESIGNATION	LAND USE
TRACT A-1	OFFICE
TRACT A-2/A-3	OFFICE
TRACT A-4	OFFICE
TRACT B	OFFICE/COLLEGE/UNIVERSITY
TRACT C-1	MULTI-FAMILY
TRACT C-2	DAY CARE/OFFICE
TRACT D	MULTI-FAMILY/OFFICE
TRACT E	MULTI-FAMILY
TRACT F	OFFICE
TRACT G	SUPPORT RETAIL/COMM
TRACT H	URBAN PARK
TRACT I	SUPPORT RETAIL/COMM.
TRACT J	RETENTION
TRACT K	OFFICE
TRACT L	RETAIL/OFFICE/HOTEL
TRACT M	R.O.W.
TRACT N	RETENTION
TRACT O	MULTI-FAMILY
TRACT P	OFFICE/MULTI-FAMILY
TRACT Q	MULTI-FAMILY

COLONIAL CENTER HEATHROW DRI DEVELOPMENT PROGRAM LAKE MARY & SEMINOLE COUNTY		
LAND USE	ACERAGE	SF/RMS/UNITS
OFFICE	135.0	2,681,000 SF
COLLEGE/UNIVERSITY		860 STUDENTS 14,000 SF OFFICE (1)
RETAIL	38.2	90,000 SF
HOTEL		429 RMS
DAY CARE/ OFFICE	1.8	24,017 SF
MULTI-FAMILY	100.9	1,037 UNITS
OPEN SPACE/LAKES/RETENTION	84.6	
PARKS	16.1	
RIGHT OF WAY	51.6	
TOTAL	428.2	

LEGEND

- DRI Boundary
 - LAKE MARY
 - *1 193.15 ac. = D, E, F, G, H, I, K & L
 - *2 46.30 ac. = O, P & portion of N
 - TOTAL = 239.45 ac.
 - SEMINOLE COUNTY
 - *4 91.5 ac. = C-1, C-2, B, & J
 - *5 36.88 ac. = A-1, A-2, A-3 & A-4
 - *7 2.5 ac. = Bellsouth portion of N
 - *8 3.15 ac. = Seminole County Pond portion of N
 - SUBTOTAL = 134.0 ac.
 - *3 29.59 ac. = Q
 - *6 25.11 ac. = M
 - TOTAL = 188.7 ac.
- TOTAL ACREAGE FOR SEMINOLE COUNTY & LAKE MARY = 428.2 ac.

ACCESS MANAGEMENT LEGEND

- Right-In Right-Out
- Median Opening

(1) Development of 14,000 sq. ft. of office as a part of College/University shall be deducted from the total office allocation.
 (2) Development of office on tract L shall be deducted from from the total office allocation.
 (3) Office use includes Support Retail / Commercial uses.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

SHUTTS & BOWEN, LLP.
 300 SOUTH ORANGE AVE.
 P.O. BOX 4956
 ORLANDO, FLORIDA 32802-4596
 (407) 423-3200

KIMLEY-HORN & ASSOC. INC.
 Transportation Consultant
 SUITE 200
 3660 MACGUIRE BLVD.
 ORLANDO FLORIDA, 32803
 (407) 898-1511

SUBMITTAL	DATE
CITY OR COUNTY	
W.M.D.	
FINAL APPROVAL	
BID SET	
AS-BUILT	

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
 407-843-5120 • ENGINEERING BUSINESS • 1221
 ENGINEERING PLANNING SURVEYING ENVIRONMENTAL

SEMINOLE CO., LAKE MARY FLORIDA
REVISED MAP "H"
 COLONIAL CENTER HEATHROW DRI
 (FKA HEATHROW INTERNATIONAL BUSINESS CENTER DRI)

DATE	AUG 2012
DESIGNED	NCG
CHECKED	MSS
SCALE	1"=500'
PROJECT NO.	HB30
FILE NAME	HE30REV040802.dgn
SHEET	1 OF 1

1/14/53 AM
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 8/10/2012
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MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler

SUBJECT: Ordinance No. 1475 - Amendments to Section 154.09 (Definitions), 154.65 M-1A (Office and Light Industrial Zoning District), Section 154.66, M-2A (Industrial District) and creation of Section 154.20, Pill Mills - 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 pain management clinics.

DISCUSSION/HISTORY: Based upon concerns that some pain management clinics were operating for the purpose of illegally distributing narcotics and other dangerous drugs, the City Commission directed staff to enact a moratorium on new pain management clinics until such time as the City could establish location standards for pain management clinics, which are compatible with Florida Statutes and other local regulations. In light of this, the City Commission took the following actions:

On May 5, 2011, the Lake Mary City Commission adopted Ordinance No. 1421 which established a temporary moratorium on the opening of any new pain management clinics in Lake Mary, and also placed operating hour restriction (from 7 a.m. to 9 p.m.) and payment option restrictions (no "cash only") on existing clinics. On November 17, 2011, the City Commission passed Resolution No. 887, which extended the moratorium for another ninety (90) days. On April 19, 2012, the City Commission adopted Ordinance No. 1461, which extended the moratorium until October 1, 2012.

On September 20, 2012, the City Commission adopted Ordinance No. 1471, extending the moratorium until December 31, 2012.

CODE REVISIONS: The existing definition of Clinic is revised and a new definition of pain management clinic is added. For the M-1A and the M-2A zoning districts, new language is proposed adding pain management clinics to the list of conditional uses. A new section is added to Chapter 154, addressing pill mills. The proposed revisions are as follows:

Section 154.09 – Definitions

“Clinic”. An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by one person or a group of persons practicing any form of healing or health-building services to individuals, whether those persons are medical doctors, chiropractors, osteopaths, chiropractors, naturopaths, optometrists, dentists or any such profession the practice of which is lawful in the state, excluding pain management clinics, as defined herein.

“Pain Management Clinics.” A pain management clinic shall mean as described in Section 458.3265 or 459.0137, Florida Statutes.

Section 154.65, M-1A, Office and Light Industrial District, Section B (2)(I), Pain management clinic.

(1) Such uses shall comply with the following criteria:

- a. No co-location (on the same property) with a pharmacy;
- b. Minimum separation of a 1,000 feet from another pain management clinic, or any pre-existing pharmacy, school (VPK through 12), place of worship, daycare center, congregate living facilities, nursing homes or residential dwelling unit(s) unless a variance is granted pursuant to Section 154.31 of the City’s Code of Ordinances;
- c. Maximum hours of operation shall not exceed 7 a.m. to 9 p.m. of the same day;
- d. Shall not restrict payment options to “cash only”;
- e. No outdoor customer seating areas, queues or waiting areas;
- f. All activities shall be conducted within a building, and adequate indoor waiting areas shall be provided;
- g. No on-site consumption of alcoholic beverages, including parking areas.

(2) A Business Tax Receipt issued by the City of Lake Mary is required for a pain management clinic to operate. In part, the issuance of a Business Tax Receipt is contingent upon the following:

- a. Documentation that owner(s) of the pain management clinic is a physician(s) licensed to practice in the State of Florida;
- b. Documentation that the owner(s), physician(s) and/or clinic employees have not been charged with a disciplinary action and/or convicted of a felony within the last five (5) years.
- c. Documentation of State registration under section 458.3265 or section 459.0137, or documents evidencing that the clinic does not need to register with the State.

(3) Noncompliance with the provisions of (2) (a) through (c) above is grounds for the City to deny a request for the issuance of a Business Tax Receipt and the revocation of a previously issued Business Tax Receipt.

(4) This section shall not be construed as authorizing a “pill mill” which is prohibited by section 154.120 of the City’s Code of Ordinances.

Section 154.66, M-2A, Industrial District, Section B (2)

(l), Pain management clinic.

(1) Such uses shall comply with the following criteria:

a. No co-location (on the same property) with a pharmacy;

b. Minimum separation of a 1,000 feet from another pain management clinic, or any pre-existing pharmacy, school (VPK through 12), place of worship, daycare center, congregate living facility, nursing home or residential dwelling unit(s) unless a variance is granted pursuant to Section 154.31 of the City’s Code of Ordinances;

c. Maximum hours of operation shall not exceed 7 a.m. to 9 p.m. of the same day;

d. Shall not restrict payment options to “cash only”;

e. No outdoor customer seating areas, queues or waiting areas;

f. All activities shall be conducted within a building, and adequate indoor waiting areas shall be provided;

g. No on-site consumption of alcoholic beverages, including parking areas.

(2) A Business Tax Receipt issued by the City of Lake Mary is required for a pain management clinic to operate. In part, the issuance of a Business Tax Receipt is contingent upon the following:

a. Documentation that owner(s) of the pain management clinic is a physician(s) licensed to practice in the State of Florida;

b. Documentation that the owner(s), physician(s) and/or clinic employees have not been charged with a disciplinary action and/or convicted of a felony within the last five (5) years.

c. Documentation of State registration under section 458.3265 or section 459.0137, or documents evidencing that the clinic does not need to register with the State.

(3) Noncompliance with the provisions of (2) (a) through (c) above is grounds for the City to deny a request for the issuance of a Business Tax Receipt and the revocation of a previously issued Business Tax Receipt.

(4) This section shall not be construed as authorizing a “pill mill” which is prohibited by section 154.120 of the City’s Code of Ordinances.

Section 154.120, Pill Mills.

Pill mills are strictly prohibited. For purposes of this section, a pill mill is any doctor’s office, clinic or health care facility that routinely colludes in prescribing and dispensing controlled substances in violation of federal law or Florida Statutes and regulations; or any pain management clinic, as defined herein, whatever its title, including but not limited to “wellness center,” “urgent care facility,” or “detox center”, that fails to register with the State of Florida as required by section 458.3265 or section 459.0137, Florida Statutes.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 154.09, Definitions, Section 154.65, the M-1A zoning district, Section 154.66, the M-2A zoning district and new Section 154.120, Pill Mills, to be consistent with the City's Comprehensive Plan and the Code of Ordinances.

Planning and Zoning Board Conditions # 1 & #3 have been incorporated into the proposed regulations. Condition #2 involves the denial or revocation of the Business Tax Receipt for pain management clinics. As proposed by staff, background checks would be done annually at the time the pain management clinic applied for or renewed their business tax receipts. The Planning and Zoning Board recommended more frequent background checks. This becomes a policy decision. If the City Commission feels that more frequent background checks are warranted, the relevant section of the proposed Code needs to be revised.

PLANNING AND ZONING BOARD: At their regular November 13, 2012 meeting, the P&Z voted unanimously to recommend approval of the proposed revisions to the City's Code of Ordinances with the following conditions:

For both the M-1A and M-2A zoning districts, Assisted Living Facilities and nursing homes be added to the list of uses that have a minimum 1,000' separation from pain management clinics.

Staff shall review with the City Attorney the possibility of adding language to the M-1A and M-2A zoning districts that provide for periodic checks for felony conviction for owners, physicians and employees at pain management clinics.

In proposed Section 154.120, change the word "onto" to "not".

ATTACHMENTS:

Ordinance
Minutes

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ORDINANCE NO. 1475

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA; PROVIDING A DEFINITION OF PAIN MANAGEMENT CLINICS; PROVIDING ZONING, LOCATIONAL AND REGULATORY REQUIREMENTS FOR PAIN MANAGEMENT CLINICS AS DEFINED BY CITY CODE; AMENDING SECTIONS 154.09, DEFINITIONS, 154.65, M-1A, OFFICE AND LIGHT INDUSTRIAL DISTRICT; AND 154.66, M-2A, INDUSTRIAL DISTRICT, TO INCLUDE PAIN MANAGEMENT CLINICS; ADDING NEW SECTION 154.120, PILL MILLS, AS DEFINED HEREIN; PROVIDING FOR THE REPEAL OF MORATORIUM; PROVIDING FOR SEVERABILITY; CODIFICATION, CONFLICTS; PROVIDING FOR EFFECTIVE DATE

17 **WHEREAS**, the City is granted authority under Subsection 2(b), Article VIII of the
18 State Constitution, to exercise any power for municipal purposes, except when expressly
19 prohibited by law; and

20 **WHEREAS**, the City Commission has previously been made aware of the problem
21 of "pill mills" by the Lake Mary Police Department, Seminole County Government, and
22 various newspaper articles describing the proliferation of pain management clinics in
23 Florida and the "pipeline" trafficking of drugs from Florida pain clinics to users from other
24 states such as Georgia, North Carolina, Tennessee, Kentucky, and Ohio; and

25 **WHEREAS**, the threat of illegal narcotic activity and increased crime associated
26 with pain management clinics is significant and could undermine the economic health of
27 the City of Lake Mary and impede future development and redevelopment efforts planned
28 by the City in furtherance of the goals and objectives set forth in the City's
Comprehensive Plan; and

1 **WHEREAS**, the threat of illegal narcotic activity and increased crime associated
2 with pain management clinics will negatively affect the safety and well-being of the
3 citizens, residents, and businesses of the City of Lake Mary; and

4 **WHEREAS**, in Chapter 2009-198, Laws of Florida, the Legislature recognized that
5 pharmaceutical drug diversion hurts the State of Florida significantly in terms of lives,
6 increased crime, in human misery from addiction, ballooning health care costs and
7 Medicare fraud; and

8 **WHEREAS**, the United States Department of Health and Human Services has
9 released data showing prescription drug deaths are now the 4th leading cause of death in
10 the United States; and

11 **WHEREAS**, as a result of the serious problems associated the illegal,
12 inappropriate, and abusive use of prescription drugs, the Florida Legislature had enacted
13 the Prescription Drug Monitoring Program Act set forth in Section 893.055, Florida
14 Statutes, which requires pharmacies, dispensing health care practitioners and other
15 persons dispensing controlled substances through pain management clinics to register
16 with the State of Florida Department of Health in order to conduct such business; and

17 **WHEREAS**, in 2010 in order to combat the proliferation of pain management
18 clinics illegally and inappropriately dealing in prescription drugs, the Florida Legislature
19 required pain management clinics (as defined by Florida Statutes) to duly register with the
20 State of Florida Department of Health and comply with certain defined registration and
21 operational requirements; and

1 **WHEREAS**, the Florida Legislature in 2011 also amended the local nuisance
2 abatement board statute, Section 893. 138, Florida Statutes, to expressly authorize local
3 governments to declare certain pain management clinics (as defined by Florida Statutes)
4 as public nuisances, which have been used on more than (2) occasions within a six-
5 month period as a site of a statutory violation relating to assault and battery, burglary,
6 theft, robbery by sudden snatching, and the unlawful distribution of controlled substances;
7 and

8 **WHEREAS**, pursuant to Chapter 2011-141, Laws of Florida, Section 28, the
9 Florida Legislature declared a public health emergency regarding certain identified
10 dispensing practitioners with large inventories of controlled substances listed in Schedule
11 II or Schedule III as provided in Section 893.03, Florida Statutes, and found (in part) as a
12 basis of said emergency that: (1) prescription drug overdose has been declared a public
13 health epidemic by the United States Centers for Disease Control and Prevention; (2)
14 prescription drug abuse results in an average of seven deaths in Florida each day; (3)
15 physicians in Florida purchase more than 85% of the oxycodone purchased by all
16 practitioners in the United State in 2006; (4) physicians in Florida purchased more than
17 93% of the methadone purchased by all practitioners in the United States in 2006; (5)
18 some physicians in Florida dispense medically unjustifiable amounts of controlled
19 substances to addicts and people who intend to illegally sell the drugs; (6) it is likely that
20 the same physicians that purchase and dispense medically unjustifiable amounts of drugs
21 will not legally dispose of the remaining inventory in accordance with required state

1 procedures; and (7) the actions of some dispensing practitioners may result in substantial
2 injury to the public health; and

3 **WHEREAS**, while new regulations were being studied and adopted to combat the
4 adverse secondary effects and impacts created by pain management clinics, such as
5 illegal prescription drug trafficking and sales of illegal drugs around the clinics, loitering by
6 pain clinic customers while waiting in long lines to receive drugs, and loitering in the area
7 surrounding the clinics, many counties and municipalities in the State of Florida, including
8 the City of Lake Mary through the adoption of Ordinance No. 1421, Resolution No. 887
9 and Ordinance No. 1471, have established moratoriums prohibiting the opening of new
10 pain management clinics; and

11 **WHEREAS**, such adverse secondary effects and impacts associated with certain
12 pain management clinics creates a compelling and substantial governmental interest
13 necessitating the City to adopt regulations for such clinics from the standpoint of
14 regulating the operation of such clinics, as well as regulating the future location of such
15 clinics within the City of Lake Mary; and

16 **WHEREAS**, the City Commission has reviewed and considered the findings and
17 recommendation of the Prescription Drug Task Force, created by Orange County, Florida,
18 through Mayor Theresa Jacobs, and hereby finds that the City of Lake Mary's adoption (in
19 principle) of the Task Force's land use and zoning recommendations will provide a
20 comprehensive local land use approach to addressing the adverse secondary effects
21 related to illegal, inappropriate, and non-medical use of prescription drugs and the
22 proliferation of pain management clinics; and

1 **WHEREAS**, with the adoption of this ordinance, the City Commission intends to lift
2 the moratorium imposed by Ordinance No. 1421, Resolution No. 887 and Ordinance No.
3 1471, and impose these zoning regulations and related substantive regulations on pain
4 management clinics and pharmacies in the City of Lake Mary; and

5 **WHEREAS**, the City Commission of the City of Lake Mary, Florida, hereby finds
6 this Ordinance to be in the best interest of the public health, safety, and welfare of the
7 citizens of Lake Mary.

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

9 *Section 1. Recitals.* The foregoing recitals are hereby fully incorporated
10 herein by reference as legislative finding of the City Commission of Lake Mary.

11 *Section 2. Repeal of Moratorium Ordinance.* The moratorium ordinance
12 against pain management clinics implemented by Ordinance No. 1421, Resolution No.
13 887 and Ordinance No. 1471 shall be repealed upon this Ordinance becoming
14 effective.

15 *Section 3. Code Amendment Definitions, Section 154.09, and the Industrial*
16 *Zoning Districts, sections 154.65 and 154.66, and adding a new code section.* The
17 list of proposed revisions to the City of Lake Mary Code of Ordinances related to pain
18 management clinics is hereby contained in Attachment " A" .

19 *Section 4. Severability.* If any portion of this Ordinance is for any reason
20 held or declared to be unconstitutional, inoperative or void, such holding shall not affect
21 the remaining portions of the Ordinance. If this Ordinance or any provisions thereof shall
22 be held to be inapplicable to any person, property, or circumstances, such holding shall
23 not affect it applicability to any other person, property or circumstances.

1 Section 5. Conflicts. All ordinances or resolutions or parts of ordinances or
2 resolutions in conflict herein are hereby repealed to the extent of any conflict.

3 Section 6. Codification. It is the intention of the City Commission that the
4 provisions of this Ordinance shall become and be made part of the Code of Ordinances
5 of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section",
6 "article", or other appropriate word or phrase and the sections of this Ordinance may be
7 renumbered or re-lettered to accomplish such intention.

8 Section 7. Effective date. This Ordinance shall take effect immediately upon
9 passage and adoption.

10 PASSED AND ADOPTED this, 20th day of December 2012.

11 FIRST READING: December 6, 2012

12 SECOND READING: December 20, 2012

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14 CITY OF LAKE MARY, FLORIDA

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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

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ATTACHMENT "A"
PROPOSED REVISIONS
TO THE CITY'S CODE OF ORDINANCES

Proposed additions = underlined
Proposed deletions = ~~strikethrough~~
Omitted text = ***

Section 154.09 – Definitions

Clinic. An establishment where patients, who are not lodged overnight, are admitted for examination and treatment by one person or a group of persons practicing any form of healing or health-building services to individuals, whether those persons are medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists or any such profession the practice of which is lawful in the state, excluding pain management clinics, as defined herein.

"Pain Management Clinics." A pain management clinic shall mean as described in Section 458.3265 or 459.0137, Florida Statutes.

Section 154.65, M-1A, Office and Light Industrial District, Section B (2)

(l), Pain management clinic.

(1) Such uses shall comply with the following criteria:

- a. No co-location (on the same property) with a pharmacy;**
- b. Minimum separation of a 1,000 feet from another pain management clinic, or any pre-existing pharmacy, school (VPK through 12), place of worship, daycare center, assisted living facility, nursing home or residential dwelling unit(s) unless a variance is granted pursuant to Section 154.31 of the City's Code of Ordinances;**
- c. Maximum hours of operation shall not exceed 7 a.m. to 9 p.m. of the same day;**
- d. Shall not restrict payment options to "cash only";**
- e. No outdoor customer seating areas, queues or waiting areas;**
- f. All activities shall be conducted within a building, and adequate indoor waiting areas shall be provided;**
- g. No on-site consumption of alcoholic beverages, including parking areas.**

1 (2) A Business Tax Receipt issued by the City of Lake Mary is required for a pain
2 management clinic to operate. In part, the issuance of a Business Tax Receipt is
3 contingent upon the following:

4 a. Documentation that owner(s) of the pain management clinic is a
5 physician(s) licensed to practice in the State of Florida;

6 b. Documentation that the owner(s), physician(s) and/or clinic employees
7 have not been charged with a disciplinary action and/or convicted of a
8 felony within the last five (5) years.

9 c. Documentation of State registration under section 458.3265 or section
10 459.0137, or documents evidencing that the clinic does not need to register
11 with the State.

12 (3) Noncompliance with the provisions of (2) (a) through (c) above is grounds for
13 the City to deny a request for the issuance of a Business Tax Receipt and the
14 revocation of a previously issued Business Tax Receipt.

15 (4) This subsection shall not be construed as authorizing a "pill mill" which is
16 prohibited by section 154.120 of the City's Code of Ordinances.

17 ***

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19
20 **Section 154.66, M-2A, Industrial District, Section B (2)**

21 **(l), Pain management clinic.**

22 (1) Such uses shall comply with the following criteria:

23 a. No co-location (on the same property) with a pharmacy;

24 b. Minimum separation of a 1,000 feet from another pain management
25 clinic, or any pre-existing pharmacy, school (VPK through 12), place of
26 worship, daycare center, assisted living facility, nursing home or residential
27 dwelling unit(s) unless a variance is granted pursuant to Section 154.31 of
28 the City's Code of Ordinances;

29 c. Maximum hours of operation shall not exceed 7 a.m. to 9 p.m. of the
30 same day;

31 d. Shall not restrict payment options to "cash only";

32 e. No outdoor customer seating areas, queues or waiting areas;

33 f. All activities shall be conducted within a building, and adequate indoor
34 waiting areas shall be provided;

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38 contingent upon the following:

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40 physician(s) licensed to practice in the State of Florida;

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42 have not been charged with a disciplinary action and/or convicted of a
43 felony within the last five (5) years.

1 c. Documentation of State registration under section 458.3265 or section
2 459.0137, or documents evidencing that the clinic does not need to register
3 with the State.

4 (3) Noncompliance with the provisions of (2) (a) through (c) above is grounds for
5 the City to deny a request for the issuance of a Business Tax Receipt and the
6 revocation of a previously issued Business Tax Receipt.

7 (4) This subsection shall not be construed as authorizing a "pill mill" which is
8 prohibited by section 154.120 of the City's Code of Ordinances.

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10 ***

11
12 **Section 154.120, Pill Mills.** Pill mills are strictly prohibited. For purposes of this
13 section, a pill mill is any doctor's office, clinic, or health care facility that routinely
14 colludes in prescribing and dispensing controlled substances in violation of federal
15 law or Florida Statutes and regulations; or any pain management clinic, as defined
16 herein, whatever its title, including but not limited to a "wellness center," "urgent
17 care facility," or "detox center", that fails to register with the State of Florida as
18 required by section 458.3265 or section 459.0137, Florida Statutes.
19
20



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler

SUBJECT: Ordinance No. 1476 - Amendment to Section 155, Appendix I, related to temporary signs and ground signs within the Downtown portion of the Gateway Corridor (Lake Mary Boulevard) - First Reading (Public Hearing) (Gary Schindler, City Planner)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST: Staff requests that the City Commission revise the above referenced portion of Chapter 155, relating to signs.

DISCUSSION/HISTORY: The proposed revisions to the City's sign regulations are as follows:

- (1) Formatting changes for consistency;
- (2) Changes to allow a wider range of materials to be used for the base of ground signs for properties located within the Downtown portion of the Gateway Corridor; and
- (3) Changes to allow banners as a form of temporary signs for new businesses.
- (4) Subsequent to the Planning and Zoning Board, the City Attorney added the proposed language in §11 Severability, which makes the City's sign regulations more defensible against legal challenges.

Based upon feedback from a City Commission workshop in July 2012, staff was directed to propose revisions to the City's existing sign regulations that would allow new businesses to have a banner for a specified period. At your September 20, 2012 meeting, the City Commission provided feedback regarding the materials for the base of ground signs within the Downtown portion of the Gateway Corridor. The proposed revisions are

intended to bring the City's sign regulations into compliance with the City Commission's direction.

CODE REVISIONS: The proposed revisions to Chapter 155, Appendix I are as follows:

Strikethrough = deleted material

Underlined = proposed material

*** = omitted material

§ 3, Definitions

“FRONT FOOT BUILDING” Each foot or major portion thereof, measured along the main entry side of a building. ~~Where~~ When buildings form an “L” or “U”, all main entry sides are measured. (See illustration A)

“FRONT FOOT, BUSINESS” The lineal distance of the building space occupied by the particular business, measured in a straight line parallel to the street. ~~Where~~ When a business does not parallel a street, the front foot shall be measured along the exterior side of the building space occupied by the sign applicant which contains the primary entrance to the building. (See illustration A)

“NON-CONFORMING SIGN” A sign lawfully existing in the City before the adoption of this sign code, or any amendment to this code, that does not comply with ~~the~~ these requirements of this sign code or any amendments to this sign code.

“TEMPORARY SIGN” A sign displayed before, during or after an event or occurrence scheduled at a specific time and place, inclusive for example, for rent signs, for sale signs, construction signs, real estate signs, management signs including but not limited to for rent, for sale, construction, real estate, management and banner signs.

§4 SIGN PERMITS AND CONSTRUCTION AND MAINTENANCE STANDARDS

(A) Sign permits required. It shall be unlawful for any person to erect, construct, alter, replace or relocate within the City any sign without having first obtained a sign permit therefore,

(3) Review/time limits.

Upon receipt of a sign permit application and upon payment of the appropriate sign permit fee by the applicant, the city shall conduct its a review of the application, the proposed sign and the premises. The city shall grant or deny the sign permit application within 45 days from the date the application and with application the associated fee was were filed with the City.

(5) Issuance or denial of permit –

(b) If, after review as required herein, the city determines that one or more reasons exist for denial exists, the permit shall be denied and the city shall report the denial and the reasons therefore thereof.

(6) Permit label required.

With each permit issued, the City shall provide a label for each permitted sign bearing the permit number. The City applicant

(7) Expiration of permit.

Sign permit shall expire 180 10 days after date of issuance, unless the permitted sign is inspected and certified as complete by the City before the expiration of the 180 10 days.

(8) Appeals.

Any person denied a permit for a sign may file a written appeal to the Sign Code Board of Adjustment within 10 calendar days after receipt of a report of the denial. The Planning and Zoning Board is hereby designated as the Sign Code Board of Adjustment, and authorized to hear and decide appeals de novo where it is alleged there is an error in the denial of a sign permit. The Sign Code Board of Adjustment shall hear such appeals within sixty 60 days of the filing of the appeal and promptly render a final decision. Any person aggrieved by a final decision of the Sign Code Board of Adjustment may appeal within thirty 30 days of rendition of the final decision, which appeal shall be immediately reviewed as a matter of right by the courts upon the filing of an appropriate pleading by an aggrieved party. A prompt final decision shall be rendered by the Court.

(B) Construction and maintenance standards

(5) Safety. Electrical systems and fasteners and the sign structure as a whole shall be maintained at all times in a safe condition.

§5 EXEMPT AND PROHIBITED SIGNS

(A) Exempt signs.

*** Signs in all zoning districts six square feet or less, except no more than one per premises. Such signs shall also meet the following regulations:

(1) 5 feet from any right-of-way line; and

(2) 10 feet from side/rear property lines; and

(3) If Temporary ground signs the maximum height shall be five feet six square feet or less shall be a maximum height of five feet; and

(B) Prohibited signs.

(5) Signs attached to trees, streetlight poles, parking lot light poles or utility poles.

(9) Pole banners, Banners, streamers, ribbons, propellers, searchlights, balloons or pennants.

§6 ON PREMISE SIGN REGULATIONS

(A) General sign regulations.

(2) Sign restrictions.

(a) No sign on property zoned PO, C-1, C-2, M-1A, M-2A or PUD Office, Commercial or Industrial uses shall be located within ~~five~~50 feet of any residentially zoned property.

(b) The total ground sign area shall not exceed ~~one hundred~~100 square feet per premise abutting or within five hundred 500 feet of Lake Emma right-of-way, Emma Oaks Trail or Rinehart Road right-of-way. If any portion or part of any premise abuts or lies within five hundred 500 feet of Lake Emma Road, Emma Oaks Trail or Rinehart Road, the entire premise shall be subject to this restriction.

(3) Illumination of signs.

(a) No illuminated sign shall exceed one hundred 100 square feet if it is located within five hundred 500 feet of property with a residential future land use designation or zoning district and is visible from the property with the residential future land use designation or zoning district.

(b) Illuminated signs located within five hundred 500 feet of property with residential future land use designation or zoning district, and which are visible from the property with the residential future land use designation or zoning district, shall be turned off on later than 10:00 p.m. and remain off until 6:00 a.m. each night.

(4) Changeable copy signs.

(a) Places of worship, schools and governmental buildings shall be allowed to have changeable copy signs provided that the total sign area for the changeable copy signs does not exceed ~~thirty two~~32 square feet per premise.

(B) Additional signage allowances. Additional signage may be allowed under specific conditions as follows:

(1) Anchor occupant in multi-occupant building. Anchor occupants in a multi-occupant building, where the anchor exceeds one hundred 100 building front feet shall be allowed and additional one square feet of sign area for each building front foot over and above one hundred 100 building front feet, but not to exceed two hundred 200 square feet of sign area per occupant. This can be wall signage, window signage or a combination thereof.

(D) Ground sign design standards.

(2) Type 2: Lake Mary Boulevard Ground Sign Design Standards (See illustration C)

(a) Construction materials. ~~The base and the planter shall be of brick.~~

- (1) For those properties within the Gateway Corridor, which have Downtown Development District (DDD) land use, the base and planter shall be constructed of a low maintenance finish which is compatible with the architectural style of the principal building limited to split face block, stone, finished metal, or brick. Sign bases finished with stucco, raw concrete, exposed concrete block or wood are strictly prohibited.
- (2) For all other properties within the Gateway Corridor, the base and planter shall be constructed of brick.

(E) Temporary signs.

- (1) Undeveloped property. Temporary ground signs shall be allowed for undeveloped property in addition to the maximum sign area per site in accordance with Table 1. Temporary ground signs shall be permitted for a period not to exceed one 1 year, from the date of issuance of the permit.

- (3) Banner signs. A business receiving a new local business tax receipt may erect a temporary banner sign for the first 30 days of business for new businesses only, with approval of the Community Development Director and after obtaining the required banner sign permit. Banner signs are required to be removed within 48 hours of the expiration of the permit.

~~(3)~~(4) Consolidation into ground sign. In lieu of temporary signage, ground sign area for developed properties may be increased by up to 25% of the maximum sign area for temporary signs. In such cases freestanding temporary signs shall be prohibited.

~~(4)~~(5) Development standard.

(a) ~~All temporary signs.~~ All temporary signs shall comply with the following.

1. Temporary ground signs shall not be illuminated.

3. Minimum setbacks from a right-of-way shall be five 5 feet and ~~twenty-five~~ 25 feet from a side yard line.

(b) ~~Temporary signs for undeveloped property.~~ In addition to the development standards above, temporary signs for undeveloped property shall meet the following

development standards: New businesses are allowed to install 1 temporary banner sign, in addition to any other permitted temporary signs for the subject property. All temporary banner signs shall comply with the following:

1. Sign supports, which shall be metal, concrete or pressure treated lumber shall be enclosed by a planter. Banners are additional square footage to both temporary and permanent signs.
2. Sign supports shall not be visible from any adjacent property and/or right-of-way. Banner signs shall not exceed a maximum area of 32 square feet per premise.
3. ~~The planter shall be a minimum of 24 inches high and shall be constructed of a finished masonry material, landscape timbers or other materials approved by the city on a case-by-case basis. Unfinished concrete, concrete block, stucco or E.I.F.S. are not permitted.~~ The banner signage shall not be displayed in excess of 12 feet in height above the ground.
4. All parts of the sign shall be maintained in such a manner that it is free of rot and/or decay. Banner signs must be attached to the building of the advertised location of the new business.
5. Painted surfaces shall not be faded.

~~(5)~~(6) Annual Inspection. Not less than 30 days prior to the expiration of a temporary ground sign for undeveloped property, the applicant shall may apply for a one-year extension for a temporary sign on undeveloped property. Not more than ten days from the date of the extension request, staff shall inspect the temporary sign to determine if it complies with the development standards contained in division (E)(4)(b) of this section. If the sign complies with the development standards in division (E)(4)(b), the City may issue a one-year extension to the original permit. If the sign does not comply with the development standards, staff shall notify the applicant in writing of the deficiencies and the City's intent to not extend that permit. The applicant may address the issued cited by the City and request a re-inspection. Once the sign has been brought into compliance, the City may issue the one-year extension.

~~(6)~~(7) Appeal of staff decision. Based upon Community Development's determination that a sign does not comply with development standards in division (E)(4)(b), an applicant may appeal staff's decision to the City Commission. The appeal shall be in writing and shall be received by the city not more that 30 days from the date of staff's letter informing the applicant that the permit will not be extended. Upon receiving the appeal and determining that the appeal was received with the 30-day timeframe, staff shall schedule this item for a City Commission meeting. The City Commission shall review only the material previously submitted and shall make a determination regarding the extension of the permit.

~~(7)~~(8) Removal of signs. All temporary signs shall be removed within seven days of the date of the expiration of the permit conclusion of the advertised event or seven days after the date that the City Commission takes action rejecting an appeal, in the case of a temporary sign for undeveloped property.

§8 REGULATIONS OF NON-CONFORMING SIGNS

(A)Amortization. Any lawfully existing sign which was made non-conforming by the adoption of this sign code (Ordinance No. 1029) or any subsequent amendments of this sign code shall be brought into compliance with ~~the~~these provisions of this sign code or any subsequent amendments of this sign code within 7 years from the date upon which the sign became non-conforming. Any existing temporary sign which existing on 10/4/01 shall be brought into compliance with the provisions of this sign code or any subsequent amendments of this sign code within two (2) years from that date.

§ 11 SEVERABILITY

(A) In general,

If any part, section, subsection, paragraph, sentence phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction , the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article.

(B) Severability where less speech results,

Without diminishing or limiting in any way the declaration of severability set forth above in Section A, or elsewhere in this article, this code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(C)Severability of provisions pertaining to prohibited signs.

Without diminishing or limiting in any way the declaration of severability set forth above in Section A, or elsewhere in this article, this code or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article, that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Section 5 of this article. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 5 is declared unconstitutional, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 5.

(D) Severability of prohibition on billboards.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained in this article and code.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 155, Appendix I to be consistent with the City's Comprehensive Plan and the Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular November 13, 2012 meeting, the P&Z Board voted 3 to 2 to recommend approval of the proposed revisions to Chapter 155, Appendix I, Sign Code, with minor revisions. The revisions were for the purpose of clarification and have been incorporate into the proposed revisions appended to the attached ordinance.

ATTACHMENT

Ordinance

Minutes

ORDINANCE NO. 1476

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 155, APPENDIX I, SUBSECTION 3, DEFINITIONS, SUBSECTION 4, SIGN PERMITS AND CONSTRUCTION AND MAINTENANCE STANDARDS, SUBSECTION 5, EXEMPT AND PROHIBITED SIGNS, SUBSECTION 6, ON PREMISE SIGN REGULATIONS, SUBSECTION 8, REGULATION OF NONCONFORMING SIGNS, SUBSECTION 11, SEVERABILITY; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, at their meeting on July 19, 2012, the City Commission provided feedback to staff regarding the use of banners as temporary signs for new businesses; and

WHEREAS, at their September 20, 2012 workshop, the City Commission provided feedback to staff regarding allowable construction materials for the base of ground signs along Lake Mary Boulevard within the Downtown; and

WHEREAS, it is the direction of the City Commission that staff shall revise Section 155, Appendix I to incorporate revisions regarding banners and the construction materials of sign bases within the Downtown into Chapter 155, Appendix I, the City's Sign Code, and Staff has also added a Severability Section to better protect the City; and.

WHEREAS, the City Commission desires to amend Chapter, Appendix I.

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

SECTION 1. Chapter 155, Appendix I is amended per 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 this 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 December, 2012.

FIRST READING: December 6, 2012

SECOND READING: December 20, 2012

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 155, APPENDIX I, SIGN CODE

Strikethrough = deleted material

Underlined = proposed material

*** = omitted material

§ 3, Definitions

"FRONT FOOT BUILDING" Each foot or major portion thereof, measured along the main entry side of a building. ~~Where~~ When buildings form an "L" or "U", all main entry sides are measured. (See illustration A)

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(4) Issuance or denial of permit - ***

(b) If, after review as required herein, the city determines that one or more reasons exist for denial, the permit shall be denied and the city shall report the denial and the reasons therefore thereof. ***

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With each permit issued, the City shall provide a label for each permitted sign bearing the permit number. The City applicant ***

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Sign permit shall expire 180 10 days after date of issuance, unless the permitted sign is inspected and certified as complete by the City before the expiration of the 180 10 days.

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(5) Safety. Electrical systems and fasteners and the sign structure as a whole shall be maintained at all times in a safe condition.

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(2) 10 feet from side/rear property lines; and

(3) If Temporary ground signs the maximum height shall be five feet six square feet or less shall be a maximum height of five feet; and ***

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(9) Pole banners, Banners, streamers, ribbons, propellers, searchlights, balloons or pennants.

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(A) General sign regulations.

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(b) The total ground sign area shall not exceed one hundred 100 square feet per premise abutting or within five hundred 500 feet of Lake Emma right-of-way, Emma Oaks Trail or Rinehart Road right-of-way. If any portion or part of any premise abuts or lies within five hundred 500 feet of Lake Emma Road, Emma Oaks Trail or Rinehart Road, the entire premise shall be subject to this restriction.

(3) Illumination of signs.

(a) No illuminated sign shall exceed one hundred 100 square feet if it is located within five hundred 500 feet of property with a residential future land use designation or zoning district and is visible from the property with the residential future land use designation or zoning district.

(b) Illuminated signs located within five hundred 500 feet of property with residential future land use designation or zoning district, and which are visible from the property with the residential future land use designation or zoning district, shall be turned off on later than 10:00 p.m. and remain off until 6:00 a.m. each night.

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(a) Places of worship, schools and governmental buildings shall be allowed to have changeable copy signs provided that the total sign area for the changeable copy signs does not exceed ~~thirty-two~~ 32 square feet per premise.

(B) Additional signage allowances. Additional signage may be allowed under specific conditions as follows:

(1) Anchor occupant in multi-occupant building. Anchor occupants in a multi-occupant building, where the anchor exceeds one hundred 100 building front feet shall be allowed and additional one square feet of sign area for each building front foot over and above one hundred 100 building front feet, but not to exceed two hundred 200 square feet of sign area per occupant. This can be wall signage, window signage or a combination thereof.

(D) Ground sign design standards.

(2) Type 2: Lake Mary Boulevard Ground Sign Design Standards (See illustration C)

(a) Construction materials. The base and the planter shall be of brick.

(1) For those properties within the Gateway Corridor, which have Downtown Development District (DDD) land use, the base and planter shall be constructed of a low maintenance finish which is compatible with the architectural style of the principal building limited to split face block, stone, finished metal, or brick. Sign bases finished with stucco, raw concrete,

exposed concrete block or wood are strictly prohibited.

(2) For all other properties within the Gateway Corridor, the base and planter shall be constructed of brick.

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(1) Undeveloped property. Temporary ground signs shall be allowed for undeveloped property in addition to the maximum sign area per site in accordance with Table 1. Temporary ground signs shall be permitted for a period not to exceed one—1 year, from the date of issuance of the permit.

(3) Banner signs. A business receiving a new local business tax receipt may

erect a temporary banner sign for the first 30 days of business for new businesses only, with approval of the Community Development Director and after obtaining the required banner sign permit. Banner signs are required to be removed within 48 hours of the expiration of the permit.

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~~(4)~~(5) Development standard.

(a) All temporary signs. All temporary signs shall comply with the following.

1. Temporary ground signs shall not be illuminated. ***

3. Minimum setbacks from a right-of-way shall be five 5 feet and ~~twenty-five~~ 25 feet from a side yard line.

(b) ~~Temporary signs for undeveloped property.~~ In addition to the development standards above, temporary signs for undeveloped property shall meet the following development standards: New businesses are allowed to install 1 temporary banner sign, in addition to any other permitted temporary signs for the subject property. All temporary banner signs shall comply with the following:

1. Sign supports, which shall be metal, concrete or pressure treated lumber shall be enclosed by a planter. Banners are additional square footage to both temporary and permanent signs.

2. Sign supports shall not be visible from any adjacent property and/or right-of-way. Banner signs shall not exceed a maximum area of 32 square feet per premise.

3. The planter shall be a minimum of 24 inches high and shall be constructed of a finished masonry material, landscape timbers or other materials approved by ~~the city on a case-by-case basis.~~ Unfinished concrete, concrete block, stucco or E.I.F.S. are not permitted. The banner signage shall not be displayed in excess of 12 feet in height above the ground.

4. All parts of the sign shall be maintained in such a manner that it is free of rot and/or decay. Banner signs must be attached to the building of the advertised location of the new business.

~~5. Painted surfaces shall not be faded.~~

~~(5)~~(6) Annual Inspection. Not less than 30 days prior to the expiration of a temporary ground sign for undeveloped property, the applicant shall may apply for a one-year extension for a temporary sign on undeveloped property. Not more than ten days from the date of the extension request, staff shall inspect the temporary sign to determine if it complies with the development standards contained in division (E)(4)(b) of this section. If the sign complies with the development standards ~~in division (E)(4)(b),~~ the City may issue a one-year extension to the original permit. If the sign does not comply with the development standards, staff shall notify the applicant in writing of the deficiencies and the City's intent to not extend that permit. The applicant may address the issued cited by the City and request a re-inspection. Once the sign has been brought into compliance, the City may issue the one-year extension.

~~(6)~~(7) Appeal of staff decision. Based upon Community Development's determination that a sign does not comply with development standards ~~in~~ division (E)(4)(b), an applicant may appeal staff's decision to the City Commission. The appeal shall be in writing and shall be received by the city not more that 30 days from the date of staff's letter informing the applicant that the permit will not be extended. Upon receiving the appeal and determining that the appeal was received with the 30-day timeframe, staff shall schedule this item for a City Commission meeting. The City Commission shall review only the material previously submitted and shall make a determination regarding the extension of the permit.

~~(7)~~(8) Removal of signs. All temporary signs shall be removed within seven days of the date of the expiration of the permit or conclusion of the advertised event or seven days after the date that the City Commission takes action rejecting an appeal, in the case of a temporary sign for undeveloped property.

§8 REGULATIONS OF NON-CONFORMING SIGNS

(A)Amortization. Any lawfully existing sign which was made non-conforming by

the adoption of this sign code (Ordinance No. 1029) or any subsequent

amendments of this sign code shall be brought into compliance with the these

provisions of this sign code or any subsequent amendments ~~of this sign code—~~

within 7 years from the date upon which the sign became non-conforming. Any

existing temporary sign which existing on 10/4/01 shall be brought into compliance with the provisions of this sign code or any subsequent amendments of this sign code within two (2) years from that date.

§ 11 SEVERABILITY

(A) In general,

If any part, section, subsection, paragraph, sentence phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction , the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of this article.

(B) Severability where less speech results,

Without diminishing or limiting in any way the declaration of severability set forth above in Section A, or elsewhere in this article, this code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(C) Severability of provisions pertaining to prohibited signs.

Without diminishing or limiting in any way the declaration of severability set forth above in Section A, or elsewhere in this article, this code or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, phrase, clause, term, or word of this article is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article, that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Section 5 of this article. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 5 is declared unconstitutional, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 5.

(D) Severability of prohibition on billboards.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained in this article and code.

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B. 2012-ZTA-04: Recommendation to the City Commission regarding proposed revisions to Section 155, Appendix I, related to temporary signs and ground signs within the Downtown portion of the Gateway Corridor (Lake Mary Boulevard); Applicant: City of Lake Mary/Community Development Department

Gary Schindler, City Planner, presented Item B. and the related Staff Report. He said that this item was prepared by him and Mr. Bruce Fleming, Sr. Code Enforcement Officer. He discussed the three primary changes listed under Discussion History on page 1 of the Staff Report. He stated that there is one more change that is incorporated but did not get enumerated. He said that staff was directed by the City Commission some 18 months ago, or more, to stop requiring the planter bases for temporary signs, which staff did, and now staff is changing the Code to codify that change.

Mr. Schindler stated that the majority of the changes are the ones for internal consistency. He said that there are two other changes that were directed by the City Commission; the first one on page 5 of 7 of the Staff Report where the City Commission has decided to allow more than just brick as a base on a ground sign in the Downtown portion of the Gateway Corridor. Proposed language in the Staff Report reads as follows:

- (1) For those properties within the Gateway Corridor, which have Downtown Development District (DDD) land use, the base and planter shall be constructed of a low maintenance finish which is compatible with the architectural style of the principal building limited to split face block, stone, finished metal, or brick. Sign bases finished with stucco, raw concrete, exposed concrete block or wood are strictly prohibited.
- (2) For all other properties within the Gateway Corridor, the base and planter shall be constructed of brick.

Mr. Schindler stated, between Sanford, Seminole County and Lake Mary, staff has tried to be consistent along Lake Mary Boulevard and staff has notified all these jurisdictions of the City's intent; that the language in (1) is exactly the same language that is allowed for all other ground signs outside of the Gateway Corridor. He emphasized that this doesn't prohibit the use of brick, it simply allows a greater number of choices.

Mr. Schindler said that the other major revision has to do with banners. He stated that the City Commission, at a previous workshop, said that in order to promote/support new business and economic development, the City needs to allow banners under a limited, very specific circumstance. He said that currently the only place within the City that can have a banner is on the west side of I-4 at Colonial Center Heathrow f/k/a Heathrow International Business Center. He stated

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1 that what the City Commission has said is that for the first 30 days after a new
2 business (new Business Tax Receipt) starts, they are allowed to have a banner.
3 Proposed language in the Staff Report reads as follows:
4

- 5 (2) Banner signs. A business receiving a new local business tax receipt may put up
6 a temporary banner sign for the first 30 days of business, for new businesses
7 only, with approval of the Community Development Director and after obtaining
8 the required banner sign permit. Banner signs are required to be removed
9 within 48 hours of the expiration of the permit.

10
11 Mr. Schindler's presentation was concluded at this point.
12

13 Chairman Hawkins expressed his concern of banners for second-story businesses.
14

15 Mr. Schindler explained that the banners need to be 12' above the ground; that it
16 does not preclude a second-story business in that it says any new business,
17 meaning new Business Tax Receipt, but the banner can only have a maximum
18 height of 12'.
19

20 Chairman Hawkins asked, a 12' high banner?
21

22 Mr. Schindler answered, it can only be 32 square feet.
23

24 Chairman Hawkins questioned, in front of the business or somebody else's
25 business?
26

27 Mr. Schindler responded, in front of its business.
28

29 Chairman Hawkins asked, so, it can be on the second story of a business?
30

31 Mr. Schindler replied, as long as the top of the banner is not over 12' above the
32 ground.
33

34 Chairman Hawkins questioned, so, you can have an off-site sign?
35

36 Mr. Schindler answered, it's not offsite. As long as it's on the subject property, that
37 sign is an accessory sign. Banners must be attached to the building of the
38 advertised event.
39

40 Chairman Hawkins asked, but, if I have a second-story office/second-story
41 business, where am I going to put my banner if it can't be 12' up?
42

1 Mr. Schindler responded, well, then, that's a problem, but that's not – I mean, you
2 have to have some rules and regulations. If you wish to make some revisions to it,
3 please do.
4

5 Chairman Hawkins questioned, and all of these changes in these regulations are
6 just within the Downtown District?
7

8 Mr. Schindler replied, not the banner signs. The banners are City-wide.
9

10 Chairman Hawkins asked, what about special events?
11

12 Mr. Schindler answered, no, no.
13

14 Member Miller pointed out that there is a place in §4 where it says that banner
15 signs must be attached to the building of the advertised event. He said that implies
16 it is something besides a new business.
17

18 Mr. Schindler stated, well, event, in this instance, is being used in a very broad
19 sense of the word. The event is the grand opening, or the opening of the new
20 business. That portion was developed by Mr. Fleming. We had input into it, but if
21 you believe that event is not specific enough, please make a recommendation.
22 Staff is certainly receptive to any revisions and proposals.
23

24 Vice Chairman Taylor suggested on page 6 of 7 of the Staff Report to change the
25 second sentence from the top to read, The banner signage shall be affixed to the
26 structure or ground and not be displayed in excess of 12 feet in height from the
27 ground level of the building.
28

29 Vice Chairman Taylor suggested on page 6 of 7 of the Staff Report to change the
30 fourth sentence from the top to read, Banner signs must be attached to the building,
31 strike the words, of the advertised event, and add the words, and to the building
32 (business) obtaining the new Business Tax Receipt.
33

34 Member Cartmill pointed out, under the last sentence of §8 REGULATIONS OF
35 NON-CONFORMING SIGNS on page 6 of 7, that 11 years is a long time to call a
36 sign temporary and wondered if temporary signs could just end up being
37 permanent signs.
38

39 Mr. Schindler said that the City has had some temporary signs that have been
40 around awhile. He went on to explain the difference between temporary and
41 permanent signage.
42

43 Member Miller questioned Chairman Hawkins if he was good with these changes.

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Chairman Hawkins responded, no, not a one of them. And, my reason -- if Mr. Fleming was here -- even though Mr. Fleming is probably the best code enforcement officer that we have had in the past 25 years, or 20 years, or however long I have been on this board, the ones before him were inept. And, so, this is just a can of worms as far as I'm concerned. I can see some of the changes as far as the temporary signs and stuff like that but I'm not in favor of the banners. And, the one thing that is missing that we discussed was how, for local businesses in the downtown area, to develop some kind of temporary sidewalk signs and that wasn't addressed. He asked, did you-all talk about that?

Mr. Schindler replied, we have talked about it internally, and the only problem with those is that the temporary signs that are not fastened down, in high winds, can become missiles and damage property and cause injuries.

Chairman Hawkins stated, these sandwich board signs in Downtown Lake Mary, for the most part, are tastefully done, but there is no regulation and no code enforcement on them.

Mr. Schindler said that when he was with the City of DeLand, the City of Deland purposely did not regulate sandwich board signs because they did not want the liability that came with authorizing them or not authorizing them; that they were not permitted, they were not prohibited. They simply were not addressed.

Chairman Hawkins stated, I just think that you, as a Community Development Department and Code Enforcement, have better things to do than to police signs, and because that is my personal opinion and that that's the mindset of the Community Development Department and the Police Department about code enforcing signs, I just see this as a can of worms. I'm not in favor of it and I would just like for that to be a part of the record.

Member Miller questioned, what is the penalty for a banner remaining up beyond the 32 days?

Mr. Schindler answered, code enforcement action.

Member Miller asked, what does that mean?

Mr. Schindler responded, the first time I believe it could be \$50 a day if it was found to be in violation. Repeat offenders, I believe, can be up to \$200 a day.

Member Miller questioned, since the banner is new, what -- you are just using the regulation for what; to determine the \$50 a day?

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Mr. Schindler replied, I believe that is set by the State.

Member Schofield suggested that temporary signs be allowed up for 180 days total in one calendar year and then no more.

Mr. Schindler explained how it is for the entire property and not one tenant.

Vice Chairman Taylor asked, is there a square-footage limitation on temporary signs?

Mr. Schindler answered, yes, as small as four square feet per side and as large as 64 square feet per side, depending upon the intensity of the zoning district.

Chairman Hawkins questioned, how many temporary signs can a parcel have?

Mr. Schindler responded, one.

Chairman Hawkins asked, and a banner sign is a temporary sign?

Mr. Schindler replied, a new business may have a banner and that would be in addition to the temporary sign. The banners are intended to be in addition to the normal, regulated temporary signage.

Chairman Hawkins suggested on page 5 of 7 of the Staff Report under (5) Development standard., 3. 1., add, and temporary signs, after permanent, to read, Banners are additional square footage of permanent and temporary signs.

Alternate Fitzgerald said he would have liked to have heard from Mr. Fleming and suggested tabling this item until he could be present and speak to this matter.

Vice Chairman Taylor said she just thought the Board was talking clarity of language.

Member Schofield stated he wouldn't disagree with the idea of tabling it.

Chairman Hawkins said that the City Commission is the one who is driving this, not Mr. Fleming. The City Commission is the one who wanted to make these changes; that they have just directed Mr. Fleming and Mr. Schindler to make those revisions.

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

MOTION:

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Member Cartmill moved to recommend approval to the City Commission the request by City of Lake Mary/Community Development Department regarding proposed revisions to Section 155, Appendix I, related to temporary signs and ground signs within the Downtown portion of the Gateway Corridor (Lake Mary Boulevard), consistent with staff's Findings of Fact listed in the Staff Report and subject to the following three conditions. Member Miller seconded the motion. Chairman Hawkins and Member Schofield were opposed to the motion. The motion carried 3-2.

CONDITIONS:

- 1. Planning and Zoning Board recommends on page 5 of 7 of the Staff Report under (5) Development standard., 3. 1., add, and temporary signs, after permanent, to read, Banners are additional square footage of permanent and temporary signs.**
- 2. Vice Chairman Taylor suggested on page 6 of 7 of the Staff Report to change the second sentence from the top to read, The banner signage shall be affixed to the structure or ground and not be displayed in excess of 12 feet in height from the ground level of the building.**
- 3. Planning and Zoning Board recommends on page 6 of 7 of the Staff Report to change the fourth sentence from the top to read, Banner signs must be attached to the building, strike the words, of the advertised event, and add the words, and to the building (business) obtaining the new Business Tax Receipt.**

It is noted that this item will move forward to the City Commission meeting of December 6, 2012.

QUASI-JUDICIAL SIGN-IN SHEET

11/13, 2012
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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Address _____

Item of Interest _____

Name _____ **Phone No.** _____

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Item of Interest _____

Name _____ **Phone No.** _____

Address _____

Item of Interest _____



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager
Steve Bracknell, Police Chief
Colin Morgan, Deputy Chief

FROM: Bruce Fleming, Sr. Code Enforcement Officer

SUBJECT: Ordinance No. 1478 - Amendment to Section 30.41 regarding notices for Code Enforcement violations - First Reading (Public Hearing) (Bruce Fleming, Sr. Code Enforcement Officer)

The Florida legislature amended Chapter 162 of the Florida Statutes to reflect new guidelines for providing notice for violations of Municipal Codes. Under the new guidelines, notice is no longer required to be sent with a return receipt to the violator. The new law allows for electronic confirmation that notice has been delivered.

RECOMMENDATION:

The above Chapter of the Code of Ordinances be amended to reflect the changes in state law.

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ORDINANCE NO. 1478

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING SECTION 30.41 OF CHAPTER 30 OF THE CODE OF ORDINANCES ENTITLED "NOTICES"; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Chapter 162 of the Florida Statutes was amended by the legislature to reflect new guidelines for providing notice of violation of municipal codes,

WHEREAS, the Commission desires to amend the Lake Mary Code of Ordinances to reflect State law,

WHEREAS, the Commission desires to provide for the guidelines to provide notice for violation of the Code of Ordinances.

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

Section I Chapter 30.41 Notices, is hereby amended as follows:

§ 30.41 NOTICES

26 ~~—(A)—All notices required by this section shall be provided to the alleged violator by~~
27 ~~certified mail, return receipt requested, provided if the notice is sent under this method to~~
28 ~~the owner of the property in question at the address listed in the tax collector's office for~~
29 ~~tax notices, and at any other address provided to the local government by the owner and~~
30 ~~is returned as unclaimed or refused, notice may be provided by posting as described in~~
31 ~~division (B)(4) and by first class mail directed to the addresses furnished to the local~~
32 ~~government with a properly executed proof of mailing or affidavit confirming the first~~
33 ~~class mailing; or by hand delivery by the sheriff or other law enforcement officer, Code~~
34 ~~Inspector, or other person designated by the local governing body, or by leaving the~~
35 ~~notice at the violator's usual place of residence with any person residing therein who is~~
36 ~~above 15 years of age and informing such person of the contents of the notice; or in the~~
37 ~~case of commercial premises, leaving the notice with the manager or other person in~~
38 ~~charge.~~

39 ~~—(B)—In addition to providing notice as set forth in division (A), at the option of the~~
40 ~~Code Enforcement Board, notice may also be served by publication or posting, as~~
41 ~~follows:~~

1 — (1) — Such notice shall be published once during each week for four consecutive
2 weeks (four publications being sufficient) in a newspaper of general circulation in
3 Seminole County. The newspaper shall meet such requirements as are prescribed under
4 F.S. Chapter 50 for legal and official advertisements.

5 — (2) — Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

6 — (3) — Notice by publication or posting may run concurrently with, or may follow,
7 an attempt or attempts to provide notice by hand delivery or by mail as required under
8 division (A).

9 — (4) — In lieu of publication as described above, the notice may be posted for at
10 least ten days prior to the hearing or prior to the expiration of any deadline contained in
11 the notice in at least two locations, one of which shall be the property upon which the
12 violation is alleged to exist and the other of which shall be at the city hall. Proof of
13 posting shall be by affidavit of the person posting the notice, which affidavit shall include
14 a copy of the notice posted and the date and places of its posting.

15 — (C) — Evidence that an attempt has been made to hand deliver or mail notice as
16 provided in division (A), together with proof of publication as provided in division (B)(1)
17 or posting as provided in division (B)(4), shall be sufficient to show that notice
18 requirements have been met, without regard to whether or not the alleged violator
19 actually received the notice.

20 (Ord. 508, passed 6-7-90; Am. Ord. 966, passed 3-2-00)

21 Notices required by Sections 30.30 through 30.39 shall be provided in
22 accordance with Section 162.12 Florida Statutes, as it may be amended
23 from time to time.

24 **SECTION II** Codification – It is the intention of the City Commission that
25 the provisions of this Ordinance shall become and be made part of the Code of
26 Ordinances of the City of Lake Mary, Florida and the word “ordinance” may be
27 changed to “section”, “article”, or other appropriate word or phrase and the
28 sections of this Ordinance may be renumbered or re-lettered to accomplish such
29 intention.

30
31 **SECTION III** Conflicts - All ordinances or resolutions or parts of
32 ordinances or resolutions in conflict herewith are hereby repealed to the extent of
33 any conflict.

34
35 **SECTION IV** Severability – If any section, sentence, phrase, word or
36 portion of this Ordinance is determined to be invalid, unlawful or unconstitutional,
37 said determination shall not be held to invalidate or impair the validity, force or
38 effect of any other section, sentence, phrase, word or portion of this Ordinance
39 not otherwise determined to be invalid, unlawful, or unconstitutional.

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SECTION V Effective Date - This Ordinance shall become effective immediately upon passage and adoption.

FIRST READING: _____

SECOND READING: _____

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

FOR THE USE AND RELIANCE OF THE CITY OF LAKE MARY ONLY; APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CATHERINE D. REISCHMANN, CITY ATTORNEY



MEMORANDUM

DATE: December 6, 2012

TO: City Commission

VIA: Jackie Sova, City Manager
Steve Bracknell, Chief of Police

FROM: Colin W. Morgan, Deputy Chief of Police

SUBJECT: Resolution No. 911 - Amending FY 2013 Budget to purchase Night Vision

In an effort to provide the Lake Mary Police Department's SWAT team with the necessary tools to fulfill any mission they may be called upon, the team is in need of night vision devices. These devices will be used by team members in low light conditions. They will be utilized in tactical operations that may include: search warrants for drugs, hostage situations, barricaded gunmen or surveillance operations for violent felons or illegal drug suspects. The night vision devices may also be utilized by the K-9 units for search and rescue operations. The SWAT team currently does not possess any ability to see in low light conditions.

My recommendation is to supply each of the 14 members of the SWAT team, night vision devices and accessories allowing for numerous activities at night that have not been available in the past.

BUDGET IMPACT:

The total expenditure from the Law Enforcement Trust Fund account will not exceed \$30,133.00 which includes shipping, handling and warranty and will be appropriated from fund balance.

RECOMMENDATION:

Request Commission approve purchase of Night Vision Devices and accessories from the Law Enforcement Trust Fund in an amount not to exceed \$30,133.00 and to approve Resolution No. 911 amending the Fiscal Year 2013 budget.

RESOLUTION NO. 911

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,
AMENDING THE FISCAL YEAR 2012-2013 BUDGET;
PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of Lake Mary, Florida, finds it desirable, in order to properly reflect new information and changes made during the year, to amend the Budget for the City of Lake Mary for the Fiscal Year 2013, beginning October 1, 2012 as provided herein; and

WHEREAS, Ordinance No. 1470 adopting the City's budget for Fiscal Year 2013, provides for amendment by Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Lake Mary, Florida:

1. The following funds are revised as specified herein:

Law Enforcement Trust Fund

REVENUES:

001-0000-399-01-00 Cash Balance Forward \$ 30,133

EXPENDITURES:

102-0321-421-65-10 Capital Outlay \$ 30,133

2. That all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same are hereby repealed.

3. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 6th day of December, 2012.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

**City of Lake Mary, Florida
Fiscal Year 2013 Budget Amendment
Law Enforcement Trust Fund**

Description	2013 Current Budget	Current Amendment	2013 Amended Budget
Revenue:			
Forfeitures	\$ 1,660	\$ -	\$ 1,660
Interest Income	800	-	800
Total Revenues:	<u>2,460</u>	<u>-</u>	<u>2,460</u>
Expenditures and Other Uses:			
DARE Program	\$ 7,500	\$ -	\$ 7,500
Operating Expenditures	3,910	-	3,910
Capital	750	30,133	30,883
Donations	-	-	-
Total Expenditures	<u>12,160</u>	<u>30,133</u>	<u>42,293</u>
Increase (Decrease) in Fund Balance	<u>\$ (9,700)</u>	<u>\$ (30,133)</u>	<u>\$ (39,833)</u>
Use of Carryforward Fund Balance		30,133	
Fund Balance Beginning of Year	<u>197,050</u>		<u>197,050</u>
Fund Balance End of Year	<u>\$ 187,350</u>		<u>\$ 157,217</u>
Purpose of Amendment:			
Purchase of Night Vision Devices			



CITY MANAGER'S REPORT

DATE: December 6, 2012
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Request for Proposals RFP No. 13-01 – Disaster Debris Planning and Support Management Services. **(ATTACHMENT #1)**
2. Vehicles/equipment replacements and vehicle purchase. **(ATTACHMENT #2)**
3. Election of Deputy Mayor. **(ATTACHMENT #3)**
4. Annual appointments to Advisory Boards. **(ATTACHMENT #4)**



CITY MANAGER'S REPORT

DATE: December 6, 2012
TO: City Commission
FROM: Bruce Paster, P.E., Director of Public Works
SUBJECT: Request for Proposals RFP No. 13-01 - Disaster Debris Planning and Support Management Services

DISCUSSION:

The City of Lake Mary advertised for proposals for Disaster Debris Planning and Support Management Services per the attached RFP NO. 13-01. On October 31, 2012 we received submittals from the following two firms:

1. Science Application International Corporation (SAIC)
Maitland, FL
2. Thompson Consulting Services
Lake Mary, FL

The review team of Bryan Nipe, David Dovan and Bruce Paster reviewed and analyzed the submittals and based on the evaluation criteria stated in the RFP (page 18) chose the most responsive firm to have the opportunity to provide the City with debris management services.

Though both firms appear very capable and responsive, the firm receiving the most points by each reviewer was **Thompson Consulting Services**.

RECOMMENDATION:

City Commission authorize the City Manager to enter into contract negotiations with Thompson Consulting Services for Disaster Debris Planning and Support Management Services.

Excerpt

SCOPE OF SERVICES

The City of Lake Mary is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection services for the City. The Contractor is expected to be highly knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines and operating policies. The Contractor will serve to advise and support the City through a disaster recovery effort. The Contractor will also assist the City in disaster debris planning as directed by the Project Manager.

The Contractor shall assist the City with disaster debris management services to include, but not be limited to:

1. Assist in updating the City's Disaster Debris Management Plan, as requested.
2. Meet with City representatives, disaster debris collection contractors and others prior to the start of hurricane season each year to discuss disaster debris recovery planning.
3. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, etc. Such forms, databases and invoices must be compatible with City software and approved by designated City personnel.
4. Provide in-house training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with the disaster debris collection contractor(s) and County, State and Federal agencies. This training will be conducted as requested by the Project Manager and provided to groups ranging up to approximately 25 people from Fire, Finance, Public Works, and other departments and/or divisions.
5. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with City, FHWA, FEMA and other required standards, including contractual provisions specified in the City disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
6. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the City.
7. Provide monitors to ensure debris is properly disposed of at sites designated by the City.
8. Provide GIS support for planning and managing debris collection, tracking where debris has been collected and providing related information, as requested.
9. Assist the City in the development of a detailed scope of work for debris collection contract activities. Assist the City in the planning and implementation of the debris removal contract activities, as requested.
10. Provide FEMA Public Assistance Grant Management services for City departments as requested.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall assist City staff with disaster debris management planning and be responsible for the training scheduling, dispatching and logistical operations of the debris monitors assigned to work areas for disaster debris collection and temporary storage facilities, including, but not limited to:

1. Assist City staff with disaster debris management planning as requested. Examples of this work may include, but are not limited to: updating the City's Disaster Debris Management Plan, developing a detailed scope of work for debris collection contract activities, selecting potential locations for use as DMSs, provide training to City staff.
2. Provide City staff with updates of State and Federal rules and policies relating to disaster debris management.
3. Provide forms, databases, etc. for tracking field activities, submitting invoices to FEMA, etc. in formats approved by designated City personnel. Review forms and databases with City staff annually.
4. Meet with City staff and/or disaster debris collection contractor(s) following initial award of contract, annually and periodically as requested to review, formulate and update cleanup plans and estimates.
5. Coordinate with all local, State and Federal agencies as requested on matters relating to DMSs, such as: DEP pre-approval, notification, obtaining required permits, determining reimbursement, etc.
6. Provide preliminary assessment and documentation of DMSs, as requested.
7. Accurately measure and certify the cubic yard or weight capacity of each collection vehicle prior to it being placed into debris collection service. This shall be calculated utilizing the physical measurement of the truck bed or trailer per current FEMA standards. Recertify collection vehicles on a regular basis.

8. Provide, train, manage and supervise personnel to monitor debris removal and processing operations to ensure all requirements of the debris removal contract are consistently met and all Local, State and Federal rules and policies are followed. Monitoring activities will include, but are not limited to:
 - a. Collection of eligible debris from right-of ways and other areas as directed by the City.
 - b. Operation of DMSs including, but not limited to monitoring:
 - Incoming loads of debris
 - Trucks and trailers after unloading to ensure they are empty
 - Debris processing operations
 - Outgoing loads of processed debris.
 - c. Outgoing shipments of debris to ensure it is properly disposed of at sites designated by the City.
9. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all site safety procedures. Responsibilities of monitors include, but are not limited to:
 - a. Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
 - b. Properly and accurately complete and physically control load tickets.
 - c. Ensure that trucks are accurately credited for their load.
 - d. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
 - e. Ensure that hazardous wastes are not mixed in loads.
 - f. Ensure that C&D debris is not mixed in loads of vegetative debris.
 - g. Ensure that all debris is removed from trucks at DMSs.
 - h. Timely report if improper equipment is used for remediation.
 - i. Timely report if debris removal contractor personnel safety standards are not followed.
 - j. Timely report if general public safety standards are not followed for remediation.
 - k. Report if completion schedules are not on target.
 - l. Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
 - m. Assure work is within the assigned scope of work.
 - n. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
 - o. Debris monitors are to submit daily reports on load quantities, DMS operations and operational and safety issues in the field. All safety issues should be reported timely to be mitigated where possible.
10. Coordinate with City personnel and debris collection contractor(s) daily to determine cleanup crew assignments and schedule monitors.
11. Maintain records of cleanup crew trucks: location of where debris is collected, percent full and cubic yards or weight per load, time in and out, number of loads per day and other data as requested by City.
12. Coordinate with City to respond to problems in the field, such as: property damage complaints, other customer complaints, etc. Contractor shall maintain a detailed database of customer complaints and resolution.
13. Coordinate with City personnel and debris collection contractor(s) in responding to "hot" debris collection issues, as requested.
14. Conduct end of day activities, such as verifying completion of cleanup crew assignments, completion of all record keeping, ensuring trucks have left disposal site and locking down/securing facilities.
15. Daily personnel tracking sheets (field reports) shall be maintained for all personnel assigned to the project. Problems noted shall be logged into a database, reported to City personnel and addressed/resolved.
16. Provide daily reports to City of cleanup crew assignments and activity including, but not limited to: locations working and number of trucks and support equipment assigned, total loads and cubic yards collected, updated map of streets where debris is collected, etc.
17. Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for FEMA, FHWA and audit purposes. Includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection contractor invoices. All records will be maintained separately by governing agency, e.g., FEMA & FHWA.
18. Compile records and forms and assist the City with the preparation of FEMA, FHWA and/or other required forms for submittal for reimbursement. All records will be maintained separately by governing agency, e.g., FEMA & FHWA.

19. Provide FEMA Public Assistance Grant Management services for the City and/or other City departments as requested.
20. Survey and maintain list(s) of areas with special hazardous conditions, including but not limited to: hazardous stumps, hazardous trees, leaners and hangers, etc., as requested; document with photos, GPS coordinates and other data as required.
21. Monitor site restoration of DMSs to original conditions. Ensure all debris, mulch, incineration ash, etc is removed adequately; fill dirt and/or other suitable base material or incineration ash, (if required) meets standards for intended use; new sod or seeding meets standards for intended use and address other issues as needed.
22. Provide photo documentation to support debris cleanup effort.
 - a. Photos shall be labeled and indexed so as to provide a trackable and usable means of supporting documentation.
 - b. Examples of required photos include, but are not limited to: loads delivered to DMSs, property damage, unusual situations, stumps, leaners and hangers, etc.

Additional support shall be provided, if requested by the City, such as:

1. Development and implementation of public information efforts.
2. Setup of telephone answering banks and provision of customer service personnel.
3. Other support activities related to disaster response activities.
4. Support with submittal of information to FEMA, FHWA and other agencies.

Contractor shall be responsible for providing work space and equipment necessary to perform their duties as part of the negotiated rate. This includes, but is not limited to:

- Office space, including electrical power/generator
- Computers, software, printers and all related equipment.
- Office furnishings
- Office supplies
- Cell phones
- Cameras, batteries, etc.
- GPS equipment
- Any other equipment needed for their operations.

EVALUATION PROCESS

A team of City Employees will evaluate and rank each submittal based on required information as outlined herein. A ranked short list will be presented to the City Commission for approval.

Evaluation factors are based on the abilities of the proposer to efficiently perform the services as outlined in this Request for Proposals. The City will be seeking to identify the submittal(s) which will best meet the needs of the City of Lake Mary as determined from the responses to this Request for Proposals.

A selected group of proposers *may* be required to make an oral presentation to the Selection Committee. Such presentation will provide an opportunity for the proposers to clarify the information provided in their RFP. Oral presentations, if any, will be considered in conjunction with submitted data by the Selection Committee. The Selection Committee will present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s). The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Evaluation Criteria	Maximum Points
Work History & Ability to Perform Tasks Prior public sector experience (15 points) Related work experience (15 points) References and past performance (5 points)	35
Administrative & Staff Experience – Quality, ability & work history of key personnel Years of Experience of key personnel	15
Project Approach Ability to perform tasks (5 points) Adequacy of staffing levels/crews (5 points) Local Knowledge/Presence (5 points) Economic and efficiency integration (5 points)	20
Fee Schedule Debris Management & Monitoring (10 points) Pre-Event Planning (10 points)	20
Compliance with RFP Requirements	10
Total Points	100



CITY MANAGER'S REPORT

DATE: December 6, 2012
TO: City Commission
FROM: Bruce Paster, P.E., Director of Public Works
SUBJECT: Vehicles/Equipment replacements and vehicle purchase FY 2013

DISCUSSION: The FY 2013 budget identifies the replacement of:
2 – Public Works vehicles;
2 – Fire Department vehicles;
11 – Police vehicles.
1 – Facilities Maintenance vehicle; and
6 – Parks & Recreation items;

The budget also includes the purchase of one (1) new marked Police patrol vehicle to be funded through the Police Impact Fees fund. Below is a description of each new vehicle/equipment along with the item it replaces. Please see attached quotes for additional details.

PUBLIC WORKS

2013 Toro Workman MD Utility Vehicle

Medium duty utility vehicle for the WTP under Florida State contract #760-000-10-1, through Wesco Turf: \$7,486.83. This vehicle will replace a 2001 E-Z-Go golf cart.

2013 Ford F-150 Pick-up Truck

½ ton pick-up truck under FSA bid #12-20-0905, through Duval Ford: \$15,868.00; Dana Safety Supply lighting and equipment: \$1,073.22; Southern Custom Creations decals: \$135.00. Total cost of replacement is \$17,076.22. This vehicle will replace a 2004 Ford Ranger.

FIRE DEPARTMENT

2013 Chevrolet Tahoe 1500 4WD

Full size 4-door special service utility vehicle for Station 37 Battalion Chiefs under FSA bid #12-20-0905, through Alan Jay Automotive Network: \$29,793.00; Dana Safety Supply lighting, equipment and decals: \$15,577.26. Total cost of replacement is \$45,370.26. This vehicle will replace a 2003 Dodge 2500 Pick-up which will move to Facilities maintenance (see below).

2013 Ford Escape

Small size 4-door utility vehicle for Fire Prevention under FSA bid #12-20-0905, through Duval Ford: \$18,493.00; Dana Safety Supply lighting, equipment and decals: \$5,850.31. Total cost of replacement is \$24,343.31. This vehicle will replace a 2004 Ford Explorer. The Explorer will be used as a "not-to-be-replaced" vehicle and unit #317, a 2000 Ford Ranger will be surplused in its place.

POLICE DEPARTMENT

2013 Ford Explorer Interceptor

Full size unmarked utility vehicle w/Police package under FSA bid #12-20-0905, through Duval Ford: \$25,450.00; Dana Safety Supply lighting, equipment and decals: \$5,704.01. Total cost of replacement is \$31,154.01. This vehicle will replace a 2005 Ford Crown Victoria.

2013 Ford Explorer (Typical of 2)

Mid size unmarked 4-door utility vehicle under FSA bid # 12-20-0905, through Hub City: \$22,990.00. Dana Safety Supply lighting and equipment: \$3,618.23 and \$4,845.98 respectively. Total costs of replacements are \$26,608.23 and \$27,835.98. These vehicles will replace two 2007 Pontiac G-6's.

2013 Ford Taurus Interceptor (Typical of 8)

Full size marked pursuit vehicle under FSA bid # 12-20-0905, through Duval Ford: \$23,206.00; Digital Ally camera system: \$4,875; Dana Safety Supply lighting, equipment and decals: \$7,539.67. Total cost of each replacement is \$35,620.67. These vehicles will replace two 2007 and six 2008 Chevrolet Impalas.

2013 Ford Taurus Interceptor (New vehicle from Police Impact Fees Fund)

Full size marked pursuit vehicle under FSA bid # 12-20-0905, through Duval Ford: \$23,206.00; Digital Ally camera system: \$4,875; Dana Safety Supply lighting, equipment and decals: \$7,539.67. Total cost of replacement is \$35,620.67.

Note: all Dana Safety Supply equipment will be purchased under City of Tallahassee contract #1489, RFP #0233-06-BM-TC.

15. #2245 – 2008 Impala	Taurus Interceptor
16. #516 – 2000 Trailer	Trailer
17. #541 – 2007 Roller	Roller
18. #545 – 2007 Cart	Workman Cart
19. #548 – 2008 3500-D Mower	3500-D Mower
20. #549 – 2008 3280-D Mower	3280-D Mower
21. #550 – 2008 Sand Pro	Sand Pro
22. New Vehicle	Taurus Interceptor

The total cost of 21 replacement vehicles and/or equipment with appurtenances is \$560,768.04. Funding for this purchase is available in the 2013 vehicle replacement budget in the amount of \$575,500. The new vehicle cost of \$35,620.67 is funded under the Police Impact Fee fund in the amount of \$36,000. We are also requesting that all 21 vehicles and/or equipment listed in the above summary as surplus be declared surplus.

RECOMMENDATION:

City Commission authorize the purchase of two (2) new Public Works vehicles, two (2) new Fire Department vehicles, twelve (12) new Police vehicles (eleven replacements and one new), and six (6) new Parks and Recreation pieces of equipment under FSA bid #12-20-0905, and State Contract #760-000-10-1 respectively, and purchase appurtenances as described above. In addition, request Commission declare vehicle #524, #623, #317, #2205, #2230, #2231, #2234, #2236, #2229, #2241, #2242, #2243, #2244, #2245, #516, #541, #545, #548, #549, and #550 surplus and authorize City Manager to dispose of same.

2013 Toro Workman MD Utility Vehicle

November 15, 2012

Frank Crisci

City of Lake Mary
235 Rinehart Road
Lake Mary, FL 32746

Quote # 12-1115 WM MD

Dear Frank Crisci,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds the ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Landscape Contractor Equipment carries a one-year limited warranty. **Pricing is valid for 30 days.** Time of delivery may vary; please check when placing order.

State Contract Number - 760-000-10-1 - Lawn Equipment

Ordering Information

Please make all purchase orders out to :

Wesco Turf, Inc.
Attn: Florida State Contract
300 Technology Park
Lake Mary, FL 32746

Payment Information

Please send checks to :

Wesco Turf, Inc.
P.O. Box 300006
Duluth, GA 30096-0300

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email is listed below for your convenience. Once again, thank you for your consideration of Wesco Turf, Inc.

Best regards,

Jerry Adams

Territory Manager
Sports Fields & Grounds Division
Lake Mary
jerry.adams@wescoturf.com 407-467-2067

2013 Ford F-150 Pick-up Truck



GOVERNMENT SALES

Quote

DATE 11/19/2012
 ORDER NO.
 VIN
 COLOR White

BILLING INFORMATION

Agency Lake Mary
 Contact Frank Crisci
 Phone 407-585-1384
 FAX
 MOBILE
 Email: fcrisci@lakemaryfl.com
 Address

CONTRACT HOLDER

Duval Ford Fleet Sales
 Laura Smith
 (Work) 904-388-2144
 (Fax) 904-387-6816
laura.smith@duvalford.com
 1616 Cassat Ave. Jax, FL 32210



Florida Sheriffs Association

Sales Quote 41232
 Contract Number 12.20.0905
 12.10.0905

Code	Equipment	Contract \$
Spec #38	F-150 4X2	\$14,447
3K	Third Key	\$126
67T	Electric Brake Controller	\$229
96W	Linex, Spray in Bedliner	\$545
535 HD	HD Trailer Tow Package	\$515
TEMP	TEMPORARY TAG	\$6
Total		\$15,868.00

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100803-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	F150 WATER DEPT	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL U of M : EACH DANA INSTALLATION - F150 WATER DEPT Warehouse: INSTO *****SPECI FICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. *****	390.0000	390.00
4	4	Y	VTX609C U of M : EACH WEC VERTEX HIDEAWAY LED-CLEAR (HEAD & TAILLIGHTS) Warehouse: INSTO (LIST \$127.00)	59.0000	236.00
1	1	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	39.00
2	2	Y	AVN1F U of M : EACH WEC SINGLE AVENGER SPLIT AMBER/WHITE Warehouse: INSTO (LIST \$205.00)	109.6800	219.36
1	1	Y	AVN2AC U of M : EACH WEC DUAL AVENGER AMBER/WHITE Warehouse: INSTO (LIST \$338.00)	180.8300	180.83

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100803-A
Customer No.	LAKEM

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LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
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Contact: KIM
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Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	F150 WATER DEPT	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	AVNBKT5 U of M : EACH WEC HEADLINER BRACKET FOR DUAL AVENGER Warehouse: INSTO (LIST \$15.00) QUOTE FOR EQUIPMENT & OPTIONAL INSTALLATION (F150 WATER DEPT) PER TALLAHASSEE CONTRACT #1489, RFP#0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELSE (AMENDED 10/12) WHELEN - 46.5% OFF LIST (PLUS SHIPPING) INSTALL - \$65/HR	8.0300	8.03
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		

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Subtotal	1,073.22
Freight	0.00
Order Total	1,073.22

2013 Chevrolet Tahoe 1500 4WD

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

Bill To
 LAKE MARY, CITY OF
 165 EAST CRYSTAL LAKE AVE
 LAKE MARY, FL 32746

Ship To
 LAKE MARY FLEET MAINTENANCE
 235 RINEHART RD
 LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH DANA INSTALLATION (FD TAHOE) Warehouse: INSTO SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. NOTES: HEAVY GAUGE POWER WIRE WILL BE RUN TO THE REAR CARGO AREA AND ATTACHED TO A FUSE BLOCK SUPPLIED BY DSS. THIS WILL BE USED TO POWER CUSTOMER SUPPLIED RADIOS, FRONT BUMPER WINCH, FLASHLIGHT CHARGERS, 12V OUTLETS AND THE KUSSMAUL AUTO-CHARGE 1000 UNIT LISTED BELOW. INSTALLATION OF THOSE CUSTOMER SUPPLIED ITEMS IS INCLUDED.	2,350.0000	2,350.00
1	1	Y	TINT TINTING OF VEHICLE(S) - SUV Warehouse: INSTO DARKEST LEGAL TINT ON ALL WINDOWS	185.0000	185.00
1	1	Y	GRAPHICS U of M : YARDS VEHICLE GRAPHICS BY SCC Warehouse: INSTO *****ESTIMATED***** (PRICE TO BE DETERMINED, PENDING QUOTE FROM SOUTHERN CUSTOM CREATIONS)	350.0000	350.00
1	1	Y	TRUCKVAULT U of M : EACH CUSTOM TRUCKVAULT FOR TAHOE Warehouse: INSTO COMMAND CABINET FOR CHEVY TAHOE	3,395.0000	3,395.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PER TRUCKVAULT QUOTE# 118148 SR4RRRR U of M : EACH WEC 54" WE-CAN LIBERTY FSA LIGHTBAR Warehouse: INSTO ALL LED LIGHTBAR W/ CLEAR LENSES. ALL RED EXCEPT 2 AMBER MODULES IN THE REAR OUTER SECTIONS, WHITE LED TAKEDOWN & ALLEYS	1,175.0000	1,175.00
1	1	Y	MKEZ71 U of M : EACH WEC LIGHTBAR MOUNTING KIT FOR 2007+ TAHOE Warehouse: INSTO	0.0000	0.00
1	1	Y	SA315P U of M : EACH WEC 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO	120.0000	120.00
1	1	Y	SAK24 U of M : EACH WEC SA315P MOUNTING BRACKET 2007+ TAHOE Warehouse: INSTO	19.0000	19.00
1	1	Y	CCSRN32 U of M : EACH WEC CENCOM SAPPHIRE SIREN/PA/CONTROL SYSTEM Warehouse: INSTO SAME AS "CCSRN3" EXCEPT WITH 3-POSITION PROGRESSIVE PUSH BUTTON SWITCHES INSTEAD OF SLIDE SWITCH.	499.0000	499.00
1	1	Y	INCLUDES AMPLIFIER, CONTROLLER, MIC & CABLES HOWLER U of M : EACH WEC LOW FREQUENCY TONE SIREN W/ 2 SPEAKERS	383.6000	383.60

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10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	Warehouse: INSTO HWLRB5 U of M : EACH WEC HOWLER MTG BRKT FOR TAHOE	0.0000	0.00
1	1	Y	Warehouse: INSTO CG-X U of M : EACH HAV CHARGE GARD ACCESSORY TIMER	57.4200	57.42
1	1	Y	Warehouse: INSTO UT-101 U of M : EACH HAV STANDARD UNIVERSAL LAPTOP TRAY W/LOCK	160.0300	160.03
1	1	Y	Warehouse: INSTO REPLACES UT-X, UT-X-T, & UT-X-ATG LAPTOPS 11.47" TO 14.19" WIDE & 9.25" TO 11.00" DEEP, WITH HEIGHTS RANGING FROM .67" TO 1.87" ***** SSFPOS16 U of M : KIT WEC H/L & T/L PLUG-IN FLASHER FOR TAHOE	38.0000	38.00
2	2	Y	Warehouse: INSTO 14.0553 U of M : EACH ABL TRIPLE 12V OUTLET BOX	17.0000	34.00
1	1	Y	Warehouse: INSTO RP13RR U of M : EACH WEC REAR PILLAR LED LIGHTS FOR TAHOE - PAIR	671.4300	671.43
1	1	Y	Warehouse: INSTO P46FLC U of M : EACH	131.6100	131.61

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WEC PAR46 FLOODLIGHT INSERT Warehouse: INSTO (REPLACES HALOGEN LIGHTBULB & LENS IN LEFT HAND PILLAR SPOTLIGHT) HG2GMSUVBP U of M : EACH HG2 REAR BUMPER LED ARRAY FOR CHEVY TAHOE (ALL RED) Warehouse: INSTO (LED STRIP SITS BETWEEN REAR BUMPER & HATCH, INCLUDES FLASHER) FDCT10RR U of M : EACH WEC FOGLIGHT LED INSERT FOR TAHOE Warehouse: INSTO (RED WARNING LIGHTS WITH WHITE INTERLEAVED LED'S FOR DRIVING/FOGLIGHT OPERATION. INCLUDE BRACKET FOR TAHOE) 795H U of M : EACH WEC SELF-CONTAINED LED IR OPTICOM EMITTER Warehouse: INSTO TO BE INSTALLED INTO LIBERTY LIGHTBAR SX795H U of M : EACH WEC INSTALLATION KIT (PREWIRING) OF 795H IN A LIBERTY Warehouse: INSTO L32LGF WEC L360 LOW DOME SUPER LED BEACON - GREEN	495.0000	495.00
2	2	Y		126.2600	252.52
1	1	Y		910.0000	910.00
1	1	Y		0.0000	0.00
1	1	Y		260.0100	260.01

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

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Ship To
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Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	Warehouse: INSTO VTX609R U of M : EACH WEC VERTEX HIDEAWAY CORNER LED-RED	59.0000	118.00
2	2	Y	Warehouse: INSTO (RED FLASHING LED'S TO BE MOUNTED IN HEADLIGHTS) DP2RR U of M : EACH WEC DOMINATOR PLUS LINZ6 RED/RED	167.9900	335.98
2	2	Y	Warehouse: INSTO (DUAL GRILL LIGHTS) AVN1R U of M : EACH WEC SINGLE AVENGER RED LED	99.0000	198.00
2	2	Y	Warehouse: INSTO (SIDE LIGHTS, TO BE MOUNTED IN REAR CARGO AREA) IONGROM U of M : EACH WEC ION SERIES BODY MOUNT GROMMET	3.7500	7.50
2	2	Y	Warehouse: INSTO IONWD U of M : EACH WEC ION WIDE-ANGLE RED/WHITE W/ UNIVERSAL MOUNT	90.9500	181.90
1	1	Y	Warehouse: INSTO (TO BE MOUNTED ON THE BOTTOM SIDE OF THE REAR HATCH USING IONGROM SO THEY CAN BE SEEN WHEN THE HATCH OPENS) 091-56-12-KIT U of M : EACH KUSSMAUL AUTO CHARGE 1000 KIT	685.7100	685.71

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
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Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	Warehouse: INSTO 425-6159 U of M : EACH JOTTO AK12 12" CONSOLE WITH SMOOTH GLIDE Warehouse: INSTO CONSOLE INCLUDES THE FOLLOWING FACEPLATES: 1) 425-6101 (CENCOM SAPPHIRE) 1) ***SPECIFY RADIO*** 1) AND ANY OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. ***** **	522.2900	522.29
1	1	Y	425-6411 U of M : EACH JOTTO ADJUSTABLE ARMREST, UNIVERSAL MOUNT Warehouse: INSTO	88.7100	88.71
1	1	Y	425-6033 U of M : EACH JOTTO DOUBLE CUPHOLDER Warehouse: INSTO	44.3500	44.35
1	1	Y	425-6204 U of M : EACH JOTTO 28 FLOOR PLATE FOR TAHOE Warehouse: INSTO	113.9400	113.94
1	1	Y	425-5483 U of M : EACH JOTTO EXCHANGE CABLE TRAY FOR HAVIS ADAPTER Warehouse: INSTO	-49.4100	-49.41
1	1	Y	PB400AL-SUV U of M : EACH Warehouse: INSTO	200.8500	200.85

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SETINA PUSH BUMPER Warehouse: INSTO SV9150 U of M : EACH SANTA FE CRIME STOPPERS REARVIEW MOUNTED MONITOR Warehouse: INSTO MONITOR FOR BACKUP CAMERA	199.0000	199.00
1	1	Y	SV6911IR U of M : EACH SANTA FE CRIME STOPPERS BACKUP CAMERA Warehouse: INSTO	75.0000	75.00
2	2	Y	IONSMWD U of M : EACH WHELEN SURFACE MOUNT ION RED/WHITE Warehouse: INSTO (MOUNTED TO THE SIDES OF PUSH BUMPER) 5-7/8" Long X 1-3/4" High, Protrudes 1-1/8"	90.9500	181.90
4	4	Y	M6D U of M : EACH WHELEN SURFACE MOUNT M6 RED/WHITE Warehouse: INSTO (MOUNTED TO THE SIDES OF THE BODY) 6-3/4" Long X 4-5/16" High, Protrudes 1-3/8"	127.9800	511.92

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	99061-B
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/17/12	UPS GROUND OR TRUCK	QUOTED FREIGHT	FIRE DEPT TAHOE	NET30
Entered By		Salesperson	Ordered By	Resale Number
STU COX		STU COX	FRANK CRISCI	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			QUOTE FOR FIRE DEPARTMENT TAHOE VEHICLE EQUIPMENT & INSTALLATION. ALL APPLICABLE ITEMS PRICED PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS WHELEN - 46.5% OFF LIST (SHIPPING INCLUDED) ABLE 2 - 35.0% OFF LIST (SHIPPING INCLUDED) SETINA - 35.0% OFF LIST (PLUS SHIPPING)...FREIGHT EST. HAVIS - 42.0% OFF LIST (PLUS SHIPPING)...FREIGHT EST. INSTALL - \$65/HOUR Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities		

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Subtotal	14,902.26
Freight	675.00
Order Total	15,577.26

2013 Ford Escape



GOVERNMENT SALES

Quote

DATE 11/19/2012
ORDER NO.
VIN
COLOR White

BILLING INFORMATION

Agency Lake Mary
Contact Frank Crisci
Phone 407-585-1384
FAX
MOBILE
Email: fcrisci@lakemaryfl.com
Address

CONTRACT HOLDER

Duval Ford Fleet Sales
Laura Smith
(Work) 904-388-2144
(Fax) 904-387-6816
laura.smith@duvalford.com
1616 Cassat Ave. Jax, FL 32210



Florida Sheriffs Association

Sales Quote 41232
Contract Number 12.20.0905
12.10.0905

Code	Equipment	Contract \$
Spec #19	Escape 4X2	\$18,247
3K	Third Key	\$240
TEMP	TEMPORARY TAG	\$6
Total		\$18,493.00

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH DANA INSTALLATION - ESCAPE - FIRE PREVENTION Warehouse: INSTO ***** SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. ALSO INCLUDES INSTALL OF CUSTOMER SUPPLIED RADIOS & ANTENNAS *****	910.0000	910.00
1	1	Y	GRAPHICS U of M : YARDS GRAPHICS FOR VEHICLE BY SCC Warehouse: INSTO ***PENDING OFFICIAL QUOTE FROM SOUTHERN CUSTOM***	350.0000	350.00
1	1	Y	TINT WINDOW TINTING OF VEHICLE(S) Warehouse: INSTO LEGAL ON FRONT TWO WINDOWS, LIMO ON REAR WINDOWS, SUN STRIP ON THE TOP OF THE WINDSHIELD	165.0000	165.00
1	1	Y	SW8AARR U of M : EACH WEC 48" WE-CAN LIBERTY LIGHTBAR A/R Warehouse: INSTO ALTERNATING AMBER/RED MODULES, CLEAR LENSES, WHITE LED TAKEDOWN & ALLEY LIGHTS (LIST \$3801.00)	1,175.0000	1,175.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MKEZ51 U of M : EACH WEC MOUNTING KIT FOR FOR ESCAPE Warehouse: INSTO (LIST \$54.00)	0.0000	0.00
1	1	Y	CCSRN32 U of M : EACH WEC CENCOM SAPPHIRE SIREN/PA/CONTROL SYSTEM Warehouse: INSTO SAME AS "CCSRN3" EXCEPT WITH 3-POSITION PROGRESSIVE PUSH BUTTON SWITCHES INSTEAD OF SLIDE SWITCH. INCLUDES AMPLIFIER, CONTROLLER, MIC & CABLES (LIST \$1327.00)	499.0000	499.00
1	1	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO (LIST \$310.00)	120.0000	120.00
1	1	Y	SAK20 U of M : EACH WHELEN SA315P MTG BRKT FOR FORD ESCAPE Warehouse: INSTO	19.0000	19.00
2	2	Y	AVNBKT5 U of M : EACH WEC HEADLINER BRACKET FOR AVENGER Warehouse: INSTO (LIST \$15.00)	8.0300	16.06
2	2	Y	AVN1K U of M : EACH	109.6800	219.36

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	WHELEN SINGLE AVENGER RED/AMBER (REAR WINDOW) Warehouse: INSTO MOUNTED ON UPPER REAR TRIM PANEL SO THEY CAN BE SEEN WVEN WITH THE HATCH OPEN. (LIST \$205.00) VTX609C U of M : EACH	59.0000	236.00
2	2	Y	WEC VERTEX HIDEAWAY LED-CLEAR (HEAD & REV LIGHTS) Warehouse: INSTO CORNER LED'S (IN LIEU OF WIG-WAG) LIST \$127.00 VTX609R U of M : EACH	59.0000	118.00
2	2	Y	WEC VERTEX HIDEAWAY LED-RED (TAILLIGHTS) Warehouse: INSTO LIST \$127.00 IOND U of M : EACH	79.0000	158.00
2	2	Y	WEC RED/WHITE ION LED (REAR SIDE WINDOWS) Warehouse: INSTO (LIST \$170.00) IONK1B U of M : EACH	16.0500	32.10
1	1	Y	WHELEN ION SWIVEL MOUNT BRACKET (REAR SIDE WINDOWS) Warehouse: INSTO (LIST \$30.00) 75812 U of M : EACH	99.0000	99.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			STREAMLIGHT STINGER LED DS W/DC CHARGER Warehouse: INSTO DUAL SWITCHES: PUSH BUTTON & TAIL CAP ***** (LIST \$182.00)		
1	1	Y	ETISSO-07+ U of M : EACH SOI IGNITION SECURITY SYSTEM 2007+ Warehouse: INSTO (LIST \$156.45)	101.6900	101.69
1	1	Y	14.0553 U of M : EACH ABL2 TRIPLE 12V OUTLET BOX Warehouse: INSTO (LIST \$29.72)	17.0000	17.00
1	1	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	39.00
1	1	Y	ECVDMLTAL00 U of M : EACH SOUND OFF UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INSTO (LIST \$79.00)	51.3500	51.35
1	1	Y	MISC CARGO BOX (BETTER BUILT 76217119) Warehouse: INSTO (26" X 37" X 10")	350.0000	350.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	TO BE PURCHASED FROM NORTHERN TOOL CO. ENT2B3R U of M : EACH SOI RED 9-LED INTERSECTOR LIGHTHEAD (MIRRORS) Warehouse: INSTO (LIST \$242.00)	145.0000	290.00
1	1	Y	425-5020 U of M : EACH JD PASSENGER SIDE BASE COMPUTER MOUNT FOR ESCAPE Warehouse: INSTO	276.2500	276.25
1	1	Y	425-5483 U of M : EACH JD JOTTO DESK EXCHANGE (HAVIS/LED CO ADAPTER INSTEAD OF Warehouse: INSTO	-51.0000	-51.00
1	1	Y	C-ML-MLB-LED U of M : EACH HAVIS GOOSEKNECK LED MAP LIGHT W/ ON/OFF/ON SWITCH Warehouse: INSTO	92.0600	92.06
1	1	Y	AND TOP MOUNTING BRACKET (LIST \$157.00, CONTRACT PRICE \$91.06 +1.00 SHIP) C-VS-1800-ESC-1 U of M : EACH HAVIS 18" CONSOLE FORD ESCAPE Warehouse: INSTO REPLACES OEM CONSOLE, TO INCLUDE THE FOLLOWING EQUIPMENT BRACKETS: 1) C-EB40-CCS-1P (CENCOM) 1) SPECIFY RADIO	254.3400	254.34

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	1) SPECIFY RADIO AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. (LIST \$412.65, CONTRACT PRICE \$239.34 + 15 SHIP) C-CUP2-I U of M : EACH HAVIS DUAL CUP HOLDER INTERNAL MNT Warehouse: INSTO	25.3600	25.36
1	1	Y	(LIST \$42.00, CONTRACT PRICE \$24.36 + \$1.00 SHIP) UT-101 U of M : EACH HAV STANDARD UNIVERSAL LAPTOP TRAY W/LOCK Warehouse: INSTO	164.0300	164.03
1	1	Y	(LIST \$275.92, CONTRACT PRICE \$160.03 + \$4.00 SHIP) CG-X U of M : EACH HAV CHARGE GARD,ACCESSORY TIMER Warehouse: INSTO	58.4200	58.42
1	1	Y	(LIST \$99.00, CONTRACT PRICE \$57.42 + \$1.00 SHIP) C-ARM-103 U of M : EACH HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: INSTO (LIST \$103.95, CONTRACT PRICE \$60.29 + \$5.00 SHIP)	65.2900	65.29

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100805-A
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	ESCAPE FIRE PREVENTI	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			QUOTE FOR EQUIPMENT & INSTALLATION (ESCAPE - FIRE PREVENTION) PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS (AMENDED 10/12) WHELEN - 46.5% OFF LIST (PLUS SHIPPING) ABLE 2 - 35.0 % OFF LIST (SHIPPING INCLUDED) STREAMLIGHT - 30% OFF LIST (SHIPPING INCLUDED) PRO-GARD - 35.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. GAMBER JOHNSON - 32.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. SOUND OFF - 35 % OFF LIST (SHIPPING INCLUDED) SETINA - 35.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. HAVIS - 42.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. INSTALL - \$65/HOUR		
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities		

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Subtotal	5,850.31
Freight	0.00
Order Total	5,850.31

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2013 Ford Explorer Interceptor



GOVERNMENT SALES

Quote

DATE 11/20/2012
 ORDER NO.
 VIN
 COLOR WHITE

BILLING INFORMATION

Agency LAKE MARY
 Contact FRANK CRISCI
 Phone 407 585 1384
 FAX
 MOBILE
 Email: FCRISCI@LAKEMARYFL.COM
 Address

CONTRACT HOLDER

Duval Ford Fleet Sales
 Christy Self
 (Work) 904-388-2144
 (Fax) 904-387-6816
christy.self@duvalford.com
 1616 Cassat Ave. Jax, FL 32210



Florida Sheriffs Association

Sales Quote 41233
 Contract Number 12.20.0905
 12.10.0905

Code	Equipment	Contract \$
SPEC# 4	2013 FORD INTERCEPTOR UTILITY - AWD (K8A)	\$24,380
	CENTRAL REGION ADJUSTMENT	\$115
3K	THIRD KEY	\$126
60R	RADIO NOISE SUPPRESSION	\$99
17T	CARGO AREA, RED/WHITE DOME LAMP	\$49
TEMP	TEMP TAG	\$6
DTH	TRAILER HITCH WITH WIRING AND HARDWARE, DEALER INSTALLED	\$675
	**REQUIRES CUSTOMER ACKNOWLEDGEMENT OF LIABILITY WAIVER	
Total		\$25,450.00

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH DANA INSTALLATION - INTERCEPTOR UTILITY Warehouse: INSTO ***** SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. INSTALL THE FOLLOWING EQUIPMENT PLUS CUSTOMER SUPPLIED DIGITAL ALL Y CAMERA SYSTEM & RADIOS *****	975.0000	975.00
1	1	Y	TINT WINDOW TINTING OF VEHICLE(S) Warehouse: INSTO LEGAL ON FRONT TWO WINDOWS, LIMO ON REAR WINDOWS, SUN STRIP ON THE TOP OF THE WINDSHIELD	165.0000	165.00
1	1	Y	IZ34UFZ U of M : EACH WHELEN 10-LINZ6 FRONT INNER EDGE UTILITY INTERCEPTOR Warehouse: INSTO R-B-R-B-R--B-R-B-R-B (LIST \$1234.00)	660.1900	660.19
1	1	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO	120.0000	120.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	(LIST \$310.00) SAK44 U of M : EACH WHELEN MOUNTING KIT FOR SA315P INTERCEPTOR UTILITY Warehouse: INSTO	19.0000	19.00
1	1	Y	(LIST \$35.50) CG-X U of M : EACH HAVIS CHARGE GARD ACCESSORY TIMER Warehouse: INSTO	58.4200	58.42
1	1	Y	(LIST \$99.00, CONTRACT PRICE \$57.42 + \$1.00 SHIP) UT-101 U of M : EACH HAVIS STANDARD UNIVERSAL LAPTOP TRAY W/LOCK Warehouse: INSTO	164.0300	164.03
2	2	Y	(LIST \$275.92, CONTRACT PRICE \$160.03 + \$4.00 SHIP) AVNBKT5 U of M : EACH WEC HEADLINER BRACKET FOR DUAL AVENGER Warehouse: INSTO	8.0300	16.06
2	2	Y	(LIST \$15.00) AVN2RB U of M : EACH WHELEN DUAL AVENGER RED/BLUE (REAR WINDOW) Warehouse: INSTO MOUNTED ON UPPER TRIM PANEL, NOT TO THE HATCH, SO THEY CAN BE SEEN EVEN WHEN HATCH IS OPEN.	180.8300	361.66
4	4	Y	(LIST \$338.00) IONPEDB U of M : EACH	34.2400	136.96

Print Date	11/20/12
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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	WHELEN ION PEDESTAL BRACKET (GRILLE) Warehouse: INSTO (LIST \$64.00) IONK1B U of M : EACH	16.0500	32.10
6	6	Y	WHELEN ION SWIVEL MOUNT BRACKET (REAR SIDE WINDOWS) Warehouse: INSTO (LIST \$30.00) IONJ U of M : EACH	79.0000	474.00
1	1	Y	WEC ION LED RED/BLUE - BLACK HOUSING Warehouse: INSTO (LIST \$170.00) 75812 U of M : EACH	99.0000	99.00
1	1	Y	STREAMLIGHT STINGER LED DS W/DC CHARGER Warehouse: INSTO DUAL SWITCHES: PUSH BUTTON & TAIL CAP ***** (LIST \$182.00) ETISSO-07+ U of M : EACH	101.6900	101.69
1	1	Y	SOUND OFF IGNITION SECURITY SYSTEM 2007+ Warehouse: INSTO (LIST \$156.45) 14.0553 U of M : EACH	17.0000	17.00
			ABL2 TRIPLE 12V OUTLET BOX Warehouse: INSTO		

Print Date	11/20/12
Print Time	04:11:45 PM
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Printed By: STU COX

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	(LIST \$29.72) DUALWEAPONMOUNT U of M : EACH SETINA DUAL WEAPON MOUNT (SEE BELOW FOR SPECS) Warehouse: INSTO SELF-SUPPORTING DUAL GUN RACK, MOUNTS IN THE CENTER SECTION BETWEEN FRONT & REAR SEATS. FOR 2013 UTILITY INTERCEPTOR * TWO LARGE SC-5 UNIVERSAL LOCKS (SANTA-CRUZ STYLE) (LIST \$419.00, CONTRACT PRICE \$272.35 + \$41.90 SHIP)	314.2500	314.25
1	1	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	39.00
1	1	Y	C-ML-MLB-LED U of M : EACH HAVIS GOOSEKNECK LED MAP LIGHT W/ ON/OFF/ON SWITCH Warehouse: INSTO AND TOP MOUNTING BRACKET (LIST \$157.00, CONTRACT PRICE \$91.06 + 1.00 SHIP)	92.0600	92.06
1	1	Y	ECVDMLTAL00 U of M : EACH SOUND OFF UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INSTO	51.3500	51.35
4	4	Y	(LIST \$79.00) VTX609C U of M : EACH WHELEN VERTEX HIDEAWAY LED-CLEAR (HEADLIGHTS & REVERSE Warehouse: INSTO	59.0000	236.00

Print Date	11/20/12
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Page No.	4

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	CORNER LED'S (IN LIEU OF WIG-WAG) (LIST \$127.00) VTX609R U of M : EACH WHELEN VERTEX HIDEAWAY LED-RED (TAILLIGHTS) Warehouse: INSTO	59.0000	118.00
1	1	Y	CORNER LED'S (IN LIEU OF TAIL FLASH) (LIST \$127.00) C-VS-1308-INUT U of M : EACH HAVIS 21" CONSOLE FOR 2013+ FORD INTERCEPTOR SUV Warehouse: INSTO CONSOLE INCLUDES ONE 12V LIGHTER PLUG AND THE FOLLOWING EQUIPMENT BRACKETS: 1) C-EB40-CCS-1P (CENCOM) 1) SPECIFY RADIO 1) SPECIFY RADIO AND WHAT EVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION.	237.3800	237.38
1	1	Y	(LIST \$393.75, CONTRACT PRICE \$228.38 + \$9.00 SHIP) C-CUP2-I U of M : EACH HAVIS DUAL CUP HOLDER INTERNAL MNT Warehouse: INSTO	25.3600	25.36
1	1	Y	(LIST \$42.00, CONTRACT PRICE \$24.36 + \$1.00 SHIP) C-CB-2 U of M : EACH HAV COMBO BOX W/PADDED ARMREST TOP Warehouse: INSTO	103.5000	103.50
1	1	Y	(LIST \$175.00, CONTRACT PRICE \$101.50 + \$2.00 SHIP) CCSRN32 U of M : EACH	499.0000	499.00

Print Date	11/20/12
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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WHELEN CENCOM SAPPHIRE SIREN/PA/CONTROL SYSTEM Warehouse: INSTO SAME AS "CCSRN3" EXCEPT WITH 3-POSITION PROGRESSIVE PUSH BUTTON SWITCHES INSTEAD OF SLIDE SWITCH. INCLUDES AMPLIFIER, CONTROLLER, MIC & CABLES MISC CARGO BOX (BETTER BUILT 76217119) Warehouse: INSTO (26" X 37" X 10") TO BE PURCHASED FROM NORTHERN TOOL CO. 425-5023 U of M : EACH	350.0000	350.00
1	1	Y	JD PASS. SIDE BASE COMPUTER MNT INTERCEPTOR UTILITY Warehouse: INSTO 425-5483 U of M : EACH	289.0000	289.00
1	1	Y	JD JOTTO DESK EXCHANGE PLATE Warehouse: INSTO	-51.0000	-51.00

Print Date	11/20/12
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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100790-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	UTILITY INTERCEPTOR	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			QUOTE FOR EQUIPMENT & INSTALLATION (UTILITY INTERCEPTOR) PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS (AMENDED 10/12) WHELEN - 46.5% OFF LIST (PLUS SHIPPING) ABLE 2 - 35.0 % OFF LIST (SHIPPING INCLUDED) STREAMLIGHT - 30% OFF LIST (SHIPPING INCLUDED) PRO-GARD - 35.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. GAMBER JOHNSON - 32.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. SOUND OFF - 35 % OFF LIST (SHIPPING INCLUDED) SETINA - 35.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. HAVIS - 42.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. INSTALL - \$65/HOUR		
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities		

Print Date	11/20/12
Print Time	04:11:45 PM
Page No.	7

Subtotal	5,704.01
Freight	0.00
Order Total	5,704.01

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2013 Ford Explorer (Typical of 2)

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Sales Quote No.	100800-D
Customer No.	LAKEM

Telephone: 800-845-0405

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#1 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH DANA INSTALLATION - EXPLORER (LIEUTENANT 1) Warehouse: INSTO ***** SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. *****	715.0000	715.00
1	1	Y	TINT WINDOW TINTING OF VEHICLE(S) Warehouse: INSTO LEGAL ON FRONT TWO WINDOWS, LIMO ON REAR WINDOWS, SUN STRIP ON THE TOP OF THE WINDSHIELD	165.0000	165.00
1	1	Y	IZ34UFZ U of M : EACH WHELEN 10-LINZ6 FRONT INNER EDGE EXPLORER Warehouse: INSTO (LIST \$1234.00) R-B-R-B-R-B-R-B-R-B	660.1900	660.19
1	1	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO (LIST \$310.00)	120.0000	120.00
1	1	Y	SAK44 U of M : EACH WHELEN MOUNTING KIT FOR SA315P EXPLORER	19.0000	19.00

Print Date	11/20/12
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DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	100800-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#1 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Warehouse: INSTO		
			(LIST \$35.50)		
2	2	Y	AVNBKT5 U of M : EACH WEC HEADLINER BRACKET FOR AVENGER	8.0300	16.06
			Warehouse: INSTO		
			(LIST \$15.00)		
2	2	Y	AVNIJ U of M : EACH WHELEN SINGLE AVENGER RED/BLUE (REAR WINDOW)	109.6800	219.36
			Warehouse: INSTO		
			MOUNTED ON UPPER REAR TRIM PANEL SO THEY CAN BE SEEN WVEN WITH THE HATCH OPEN.		
			(LIST \$205.00)		
2	2	Y	IONPEDB U of M : EACH WHELEN ION PEDESTAL BRACKET (GRILLE)	34.2400	68.48
			Warehouse: INSTO		
			(LIST \$64.00)		
2	2	Y	IONK1B U of M : EACH WHELEN ION SWIVEL MOUNT BRACKET (REAR SIDE WINDOWS)	16.0500	32.10
			Warehouse: INSTO		
			(LIST \$30.00)		
4	4	Y	IONJ U of M : EACH WHELEN ION LED RED/BLUE - BLACK HOUSING	79.0000	316.00
			Warehouse: INSTO		
			(LIST \$170.00)		

Print Date	11/20/12
Print Time	04:17:20 PM
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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100800-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#1 EXPLORER	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	75812 U of M : EACH STREAMLIGHT STINGER LED DS W/DC CHARGER Warehouse: INSTO DUAL SWITCHES. PUSH BUTTON & TAIL CAP (LIST \$182.00)	99.0000	99.00
1	1	Y	ETISSO-07+ U of M : EACH SOI IGNITION SECURITY SYSTEM 2007+ Warehouse: INSTO (LIST \$156.45)	101.6900	101.69
1	1	Y	14.0553 U of M : EACH ABL2 TRIPLE 12V OUTLET BOX Warehouse: INSTO (LIST \$29.72)	17.0000	17.00
1	1	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	39.00
1	1	Y	ECVDMLTAL00 U of M : EACH SOUND OFF UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INSTO (LIST \$79.00)	51.3500	51.35
4	4	Y	VTX609C U of M : EACH WHELEN VERTEX HIDEAWAY LED-CLEAR (HEADLIGHTS & REVERSE	59.0000	236.00

Print Date	11/20/12
Print Time	04:17:20 PM
Page No.	3

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100800-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#1 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	Warehouse: INSTO CORNER LED'S (IN LIEU OF WIG-WAG) (LIST \$127.00) VTX609R U of M : EACH WHELEN VERTEX HIDEAWAY LED-RED (TAILLIGHTS)	59.0000	118.00
1	1	Y	Warehouse: INSTO CORNER LED'S (IN LIEU OF TAIL FLASH) (LIST \$127.00) HHS2200 U of M : EACH WEC HAND HELD REMOTE SIREN/PA/LIGHT CONTROLLER	275.0000	275.00
1	1	Y	Warehouse: INSTO (LIST \$564.00) MISC CARGO BOX (BETTER BUILT 76217119) Warehouse: INSTO (26" X 37" X 10") TO BE PURCHASED FROM NORTHERN TOOL CO.	350.0000	350.00

Print Date	11/20/12
Print Time	04:17:20 PM
Page No.	4

Printed By: STU COX

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100800-D
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#1 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			QUOTE FOR EQUIPMENT & INSTALLATION (EXPLORER - LIEUTENANT 1) PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS (AMENDED 10/12) WHELEN - 46.5% OFF LIST (PLUS SHIPPING) ABLE 2 - 35.0 % OFF LIST (SHIPPING INCLUDED) STREAMLIGHT - 30% OFF LIST (SHIPPING INCLUDED) PRO-GARD - 35.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. GAMBER JOHNSON - 32.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST. SOUND OFF - 35% OFF LIST (SHIPPING INCLUDED) SETINA - 35.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. HAVIS - 42.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST. INSTALL - \$65/HOUR		
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities		

Print Date	11/20/12
Print Time	04:17:20 PM
Page No.	5

Subtotal	3,618.23
Freight	0.00
Order Total	3,618.23

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH DANA INSTALLATION - EXPLORER (LIEUTENANT 2) Warehouse: INSTO ***** SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. INSTALL THE FOLLOWING EQUIPMENT PLUS CUSTOMER SUPPLIED RADIOS *****	800.0000	800.00
1	1	Y	TINT WINDOW TINTING OF VEHICLE(S) Warehouse: INSTO LEGAL ON FRONT TWO WINDOWS, LIMO ON REAR WINDOWS, SUN STRIP ON THE TOP OF THE WINDSHIELD	165.0000	165.00
1	1	Y	IZ34UFZ U of M : EACH WHELEN 10-LINZ6 FRONT INNER EDGE EXPLORER Warehouse: INSTO (LIST \$1234.00) R-B-R-B-R-B-R-B-R-B	660.1900	660.19
1	1	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO (LIST \$310.00)	120.0000	120.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SAK44 U of M : EACH WHELEN MOUNTING KIT FOR SA315P EXPLORER Warehouse: INSTO (LIST \$35.50)	19.0000	19.00
1	1	Y	CG-X U of M : EACH HAVIS CHARGE GARD ACCESSORY TIMER Warehouse: INSTO (LIST \$99.00, CONTRACT PRICE \$57.42 + \$1.00 SHIP)	58.4200	58.42
1	1	Y	UT-101 U of M : EACH HAVIS STANDARD UNIVERSAL LAPTOP TRAY W/LOCK Warehouse: INSTO (LIST \$275.92, CONTRACT PRICE \$160.03 + \$4.00 SHIP)	164.0300	164.03
2	2	Y	AVNBKT5 U of M : EACH WEC HEADLINER BRACKET FOR AVENGER Warehouse: INSTO (LIST \$15.00)	8.0300	16.06
2	2	Y	AVNIJ U of M : EACH WHELEN SINGLE AVENGER RED/BLUE (REAR WINDOW) Warehouse: INSTO MOUNTED TO REAR UPPER TRIM PANEL SO THEY CAN BE SEEN WHEN HATCH IS OPEN (LIST \$205.00)	109.6800	219.36
2	2	Y	IONPEDB U of M : EACH WHELEN ION PEDESTAL BRACKET (GRILLE)	34.2400	68.48

Print Date	11/20/12
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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	Warehouse: INSTO (LIST \$64.00) IONK1B U of M : EACH WHELEN ION SWIVEL MOUNT BRACKET (REAR SIDE WINDOWS)	16.0500	32.10
4	4	Y	Warehouse: INSTO (LIST \$30.00) IONJ U of M : EACH WHELEN ION LED RED/BLUE - BLACK HOUSING	79.0000	316.00
1	1	Y	Warehouse: INSTO (LIST \$170.00) 75812 U of M : EACH STREAMLIGHT STINGER LED DS W/DC CHARGER	99.0000	99.00
1	1	Y	Warehouse: INSTO DUAL SWITCHES: PUSH BUTTON & TAIL CAP ***** (LIST \$182.00) ETISSO-07+ U of M : EACH SOI IGNITION SECURITY SYSTEM 2007+	101.6900	101.69
1	1	Y	Warehouse: INSTO (LIST \$156.45) 14.0553 U of M : EACH ABL2 TRIPLE 12V OUTLET BOX	17.0000	17.00
			Warehouse: INSTO (LIST \$29.72)		

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	39.00
1	1	Y	C-ML-MLB-LED U of M : EACH HAVIS GOOSEKNECK LED MAP LIGHT W/ ON/OFF/ON SWITCH Warehouse: INSTO	92.0600	92.06
1	1	Y	AND TOP MOUNTING BRACKET (LIST \$157.00, CONTRACT PRICE \$91.06 + 1.00 SHIP) ECVDMTLAL00 U of M : EACH SOUND OFF UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INSTO	51.3500	51.35
4	4	Y	(LIST \$79.00) VTX609C U of M : EACH WHELEN VERTEX HIDEAWAY LED-CLEAR (HEADLIGHTS & REVERSE Warehouse: INSTO	59.0000	236.00
2	2	Y	CORNER LED'S (IN LIEU OF WIG-WAG) (LIST \$127.00) VTX609R U of M : EACH WHELEN VERTEX HIDEAWAY LED-RED (TAILLIGHTS) Warehouse: INSTO	59.0000	118.00
1	1	Y	CORNER LED'S (IN LIEU OF TAIL FLASH) (LIST \$127.00) C-VS-1308-INUT U of M : EACH	237.3800	237.38

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	HAVIS 21" CONSOLE FOR 2013+ FORD INTERCEPTOR SUV Warehouse: INSTO CONSOLE INCLUDES ONE 12V LIGHTER PLUG AND THE FOLLOWING EQUIPMENT BRACKETS: 1) C-EB40-CCS-1P (CENCOM) 1) SPECIFY RADIO 1) SPECIFY RADIO AND WHAT EVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. (LIST \$393.75, CONTRACT PRICE \$228.38 + \$9.00 SHIP) C-CUP2-I U of M : EACH	25.3600	25.36
1	1	Y	HAVIS DUAL CUP HOLDER INTERNAL MNT Warehouse: INSTO (LIST \$42.00, CONTRACT PRICE \$24.36 + \$1.00 SHIP) C-CB-2 U of M : EACH	103.5000	103.50
1	1	Y	HAV COMBO BOX W/PADDED ARMREST TOP Warehouse: INSTO (LIST \$175.00, CONTRACT PRICE \$101.50 + \$2.00 SHIP) CCSRN32 U of M : EACH	499.0000	499.00
1	1	Y	WHELEN CENCOM SAPPHIRE SIREN/PA/CONTROL SYSTEM Warehouse: INSTO SAME AS "CCSRN3" EXCEPT WITH 3-POSITION PROGRESSIVE PUSH BUTTON SWITCHES INSTEAD OF SLIDE SWITCH. INCLUDES AMPLIFIER, CONTROLLER, MIC & CABLES MISC	350.0000	350.00

Print Date	11/20/12
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	100798-E
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/20/12	UPS GROUND OR TRUCK	FOB DESTINATION	LT#2 EXPLORER	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	CARGO BOX (BETTER BUILT 76217119) Warehouse: INSTO (26" X 37" X 10") TO BE PURCHASED FROM NORTHERN TOOL CO. 425-5023 U of M : EACH	289.0000	289.00
1	1	Y	JD PASS. SIDE BASE COMPUTER MNT EXPLORER Warehouse: INSTO 425-5483 U of M : EACH	-51.0000	-51.00
JD JOTTO DESK EXCHANGE PLATE Warehouse: INSTO					
QUOTE FOR EQUIPMENT & INSTALLATION (EXPLORER - LIEUTENANT 2)					
PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS (AMENDED 10/12)					
WHELEN - 46.5% OFF LIST (PLUS SHIPPING)					
ABLE 2 - 35.0 % OFF LIST (SHIPPING INCLUDED)					
STREAMLIGHT - 30% OFF LIST (SHIPPING INCLUDED)					
PRO-GARD - 35.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST.					
GAMBER JOHNSON - 32.0 % OFF LIST (PLUS SHIPPING)..FREIGHT EST.					
SOUND OFF - 35 % OFF LIST (SHIPPING INCLUDED)					
SETINA - 35.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST.					
HAVIS - 42.0% OFF LIST (PLUS SHIPPING)..FREIGHT EST.					
INSTALL - \$65/HOUR					
Approved By: _____					
<input type="checkbox"/> Approve All Items & Quantities					

Print Date	11/20/12
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Subtotal	4,845.98
Freight	0.00
Order Total	4,845.98

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2013 Ford Taurus Interceptor (Typical of 8)

&

2013 Ford Taurus Interceptor (New vehicle
from Police Impact Fees Fund)



GOVERNMENT SALES

Quote

DATE 11/19/2012
 ORDER NO.
 VIN
 COLOR White

BILLING INFORMATION

Agency Lake Mary
 Contact Frank Crisci
 Phone 407-585-1384
 FAX
 MOBILE
 Email: fcrisci@lakemaryfl.com
 Address

CONTRACT HOLDER

Duval Ford Fleet Sales
 Laura Smith
 (Work) 904-388-2144
 (Fax) 904-387-6816
laura.smith@duvalford.com
 1616 Cassat Ave. Jax, FL 32210



Florida Sheriffs Association

Sales Quote 41232
 Contract Number 12.20.0905
 12.10.0905

Code	Equipment	Contract \$
Spec #2	Interceptor AWD	\$22,876
20P	Radio Noise Suppression	\$93
NS	Night Save Light	\$126
18G	Locks & Handles Inop	\$34
67D	Rear Windows Inop	\$24
3K	Third Key	\$47
TEMP	TEMPORARY TAG	\$6
		EACH \$ 23206
Total	Quantity	8 \$185,648.00



GOVERNMENT SALES

Quote

DATE 11/19/2012
 ORDER NO.
 VIN
 COLOR White

BILLING INFORMATION

Agency Lake Mary
 Contact Frank Crisci
 Phone 407-585-1384
 FAX
 MOBILE
 Email: fcrisci@lakemaryfl.com
 Address

CONTRACT HOLDER

Duval Ford Fleet Sales
 Laura Smith
 (Work) 904-388-2144
 (Fax) 904-387-6816
laura.smith@duvalford.com
 1616 Cassat Ave. Jax, FL 32210



Florida Sheriffs Association

Sales Quote 41232
 Contract Number 12.20.0905
 12.10.0905

Code	Equipment	Contract \$
Spec #2	Interceptor AWD	\$22,876
20P	Radio Noise Suppression	\$93
NS	Night Save Light	\$126
18G	Locks & Handles Inop	\$34
67D	Rear Windows Inop	\$24
3K	Third Key	\$47
TEMP	TEMPORARY TAG	\$6
Total		\$23,206.00



QUOTE

Bill To:

City of Lake Mary
 Finance Dept
 PO Box 958445
 Lake Mary, FL 32795-8445
 Phone: 407-585-1400
 Fax: 407-585-1498

Ship To:

City of Lake Mary
 Fleet Maintenance
 Frank Crisci
 235 Rinehart Rd
 Lake Mary, FL 32746
 407-585-1384

End User:

Lake Mary Police Dept
 Colin Morgan
 165 E Crystal Lake Ave
 Lake Mary, FL 32746

Local Representative :

Troy McCoy
Cell: 620.432.1283
mccoytroy@hotmail.com

Date	Quote Number	Sales Representative	Shipping Method	Payment Terms
11/14/2012		Troy McCoy	FedEx	Net 30

Qty	Item #	Description	Unit Price	Total
8	001-0550-30	DVM500 Plus Digital Video Mirror Kit	\$4,295.00	\$34,360.00
8	*	Ignition Power-Up Option At Purchase		
8	*	Wireless Transfer Module Kit	\$500.00	\$4,000.00
8	006-0808-00	Camera Kit, Rear External 500/500+	\$50.00	\$400.00

Notes:

Subtotal	\$38,760.00
Shipping	\$240.00
Subtotal	\$39,000.00
Sales tax rate	
Sales tax on purchase	
Total	\$39,000.00



TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. **Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.
2. **Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.
3. **Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may reasonably be requested in order to protect Digital Ally's security interest in the goods, including the filing of financing statements may deem necessary to perfect its security interest.
4. **Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
5. **Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Grain Valley, Missouri.
6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. **DIGITAL ALLY WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.**
7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. **DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.**
8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. **THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.**
9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.
10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.
11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt.
12. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.
13. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.



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Digital Ally

QUOTE

Bill To:

City of Lake Mary
Finance Dept
PO Box 958445
Lake Mary, FL 32795-8445
Phone: 407-585-1400
Fax: 407-585-1498

Ship To:

City of Lake Mary
Fleet Maintenance
Frank Crisci
235 Rinehart Rd
Lake Mary, FL 32746
407-585-1384

End User:

Lake Mary Police Dept
Colin Morgan
165 E Crystal Lake Ave
Lake Mary, FL 32746

Local Representative :

Troy McCoy
Cell: 620.432.1283
mccoytroy@hotmail.com

Date	Quote Number	Sales Representative	Shipping Method	Payment Terms
11/14/2012		Troy McCoy	FedEx	Net 30

Qty	Item #	Description	Unit Price	Total
1	001-0550-30	DVM500 Plus Digital Video Mirror Kit	\$4,295.00	\$4,295.00
1	*	Ignition Power-Up Option At Purchase		
1	*	Wireless Transfer Module Kit	\$500.00	\$500.00
1	006-0808-00	Camera Kit, Rear External 500/500+	\$50.00	\$50.00

Notes:

Subtotal	\$4,845.00
Shipping	\$30.00
Subtotal	\$4,875.00
Sales tax rate	
Sales tax on purchase	
Total	\$4,875.00



TERMS OF SALE

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2. **Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.
3. **Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may reasonably be requested in order to protect Digital Ally's security interest in the goods, including the filing of financing statements may deem necessary to perfect its security interest.
4. **Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
5. **Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Grain Valley, Missouri.
6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. **DIGITAL ALLY WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.**
7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. **DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.**
8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. **THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.**
9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.
10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.
11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt.
12. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.
13. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
STU COX		STU COX	FRANK CRISCI		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	INSTALL U of M : EACH DANA INSTALLATION - SEDAN INTERCEPTOR Warehouse: INSTO ***** SPECIFICS: TO BE DONE AT DSS ORLANDO LOCATION INCLUDES ALL WIRE, LOOM, HARDWARE, CONNECTORS, FUSE PANELS, CIRCUIT BREAKERS, ETC. INSTALL THE FOLLOWING EQUIPMENT PLUS CUSTOMER SUPPLIED DIGITAL ALLY CAMERA SYSTEM *****	1,100.0000	9,900.00
9	9	Y	GRAPHICS U of M : YARDS GRAPHICS FOR VEHICLE (BY SOUTHERN CUSTOM CREATIONS) Warehouse: INSTO	330.0000	2,970.00
9	9	Y	TINT WINDOW TINTING OF VEHICLE(S) Warehouse: INSTO LEGAL ON FRONT TWO WINDOWS, LIMO ON REAR WINDOWS, SUN STRIP ON THE TOP OF THE WINDSHIELD	165.0000	1,485.00
9	9	Y	SR8BBRR U of M : EACH WHELEN FSA WE-CAN LIBERTY LIGHTBAR 48.50" Warehouse: INSTO PREMIUM LIGHTBAR WITH 15 INBOARD 6-LED MODULES, 4 12-LED EXTENDED CORNER MODULES & WHITE LED TAKEDOWN & ALLEYS, CLEAR LENSES, EXTRUDED ALUMINUM TOP & BOTTOM PANELS. (LIST \$3801.00)	1,175.0000	10,575.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTO (LIST \$310.00)	120.0000	1,080.00
9	9	Y	CG-X U of M : EACH HAVIS CHARGE GARD ACCESSORY TIMER Warehouse: INSTO (LIST \$99.00, CONTRACT PRICE \$57.42 + \$1.00 SHIP)	58.4200	525.78
9	9	Y	UT-101 U of M : EACH HAVIS STANDARD UNIVERSAL LAPTOP TRAY W/LOCK Warehouse: INSTO (LIST \$275.92, CONTRACT PRICE \$160.03 + \$4.00 SHIP)	164.0300	1,476.27
18	18	Y	IONPEDB U of M : EACH WHELEN ION PEDESTAL BRACKET (GRILLE) Warehouse: INSTO (LIST \$64.00)	34.2400	616.32
18	18	Y	IONK1B U of M : EACH WHELEN ION SWIVEL MOUNT BRACKET (REAR SIDE WINDOWS) Warehouse: INSTO (LIST \$30.00)	16.0500	288.90
36	36	Y	IONJ U of M : EACH	79.0000	2,844.00

Print Date	11/20/12
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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
18	18	Y	WHELEN ION LED RED/BLUE - (GRILL & REAR SIDE WINDOWS) Warehouse: INSTO (LIST \$170.00) AVN1J U of M : EACH	109.6800	1,974.24
9	9	Y	WHELEN SINGLE AVENGER RED/BLUE SPLIT (REAR DECK) Warehouse: INSTO (LIST \$205.00) US2GMADPSC	215.2500	1,937.25
9	9	Y	AOI SIDE CURTAIN CUT OFF (CHEVY IMPALA & FORD INTERCEP Warehouse: INSTO (LIST \$325.00, CONTRACT PRICE \$211.25 + \$4.00 SHIP) 75812 U of M : EACH	99.0000	891.00
9	9	Y	STREAMLIGHT STINGER LED DS W/DC CHARGER Warehouse: INSTO DUAL SWITCHES: PUSH BUTTON & TAIL CAP ***** (LIST \$182.00) ETISSO-07+ U of M : EACH	101.6900	915.21
9	9	Y	SOUND OFF IGNITION SECURITY SYSTEM 2007+ Warehouse: INSTO (LIST \$156.45) 14.0553 U of M : EACH	17.0000	153.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To
LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

Ship To
LAKE MARY FLEET MAINTENANCE 235 RINEHART RD LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	ABL2 TRIPLE 12V OUTLET BOX Warehouse: INSTO (LIST \$29.72) SC-916-5 U of M : EACH SANTA CRUZ SINGLE UNIVERSAL ELECTRONIC GUN RACK (HANDC) Warehouse: INSTO (LIST \$210.00)	165.0000	1,485.00
9	9	Y	A500T U of M : EACH AME 5LBS ABC FIRE EXTINGUISHER W/VEHICLE MT Warehouse: INSTO	39.0000	351.00
9	9	Y	C-ML-MLB-LED U of M : EACH HAVIS GOOSEKNECK LED MAP LIGHT W/ ON/OFF/ON SWITCH Warehouse: INSTO	92.0600	828.54
9	9	Y	AND TOP MOUNTING BRACKET (LIST \$157.00, CONTRACT PRICE \$91.06 + 1.00 SHIP) 8-XL U of M : EACH SETINA #8-XL SEDAN PARTITION (2013 INTERCEPTOR) Warehouse: INSTO (1/2 COATED LEXAN, 1/2 EXPANDED METAL) INCLUDES RECESSED & LOWER EXTENSION PANEL (LIST \$739.00, CONTRACT PRICE \$480.35 + \$80 SHIP)	560.3500	5,043.15
9	9	Y	MKLP76 U of M : EACH	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

Contact: KIM
Telephone: 407-585-1324

Contact: FRANK CRISCI
Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	WHELEN LOW-PROFILE LIGHTBAR MOUNT FOR INTERCEPTOR SEDA Warehouse: INSTO SAK39 U of M : EACH	19.0000	171.00
9	9	Y	WHELEN SA315P MOUNTING BRKT FOR 2013+ INTERCEPTOR Warehouse: INSTO (LIST \$35.50) ECVDMLTAL00 U of M : EACH	51.3500	462.15
9	9	Y	SOUND OFF UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: INSTO (LIST \$79.00) SK01WJJ U of M : EACH	256.2700	2,306.43
36	36	Y	WHELEN ION SIDEKICK (PAIR) FOR 2013 INTERCEPTOR R/B Warehouse: INSTO FRONT FENDER LIGHTS (LIST \$479.00) VTX609C U of M : EACH	59.0000	2,124.00
			WHELEN VERTEX HIDEAWAY LED-CLEAR (HEADLIGHTS & REVERSE) Warehouse: INSTO CORNER LED'S (IN LIEU OF WIG-WAG) (LIST \$127.00)		

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
165 EAST CRYSTAL LAKE AVE
LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
235 RINEHART RD
LAKE MARY, FL 32746

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Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
18	18	Y	VTX609R U of M : EACH WHELEN VERTEX HIDEAWAY LED-RED (TAILLIGHTS) Warehouse: INSTO CORNER LED'S (IN LIEU OF TAIL FLASH) (LIST \$127.00)	59.0000	1,062.00
9	9	Y	S36INT13 U of M : EACH PRO GARD REAR PRISONER SEAT 13+ INTERCEPTOR Warehouse: INSTO (LIST \$453.00, CONTRACT PRICE \$294.45 + \$50 SHIP)	344.4500	3,100.05
9	9	Y	FP36INT13 U of M : EACH PRO GARD REAR FLOOR PAN 13+ INTERCEPTOR Warehouse: INSTO (LIST \$182.00, CONTRACT PRICE \$118.30 + 25 SHIP)	143.3000	1,289.70
9	9	Y	WB36INT13 U of M : EACH PRO GARD STEEL WINDOW BARRIERS FOR INTERCEPTOR Warehouse: INSTO (LIST \$220.00, CONTRACT PRICE \$143.00 + \$10 SHIP)	153.0000	1,377.00
9	9	Y	DP36INT13 U of M : EACH PRO GARD ABS REAR DOOR PANELS FOR INTERCEPTOR Warehouse: INSTO (LIST \$128.00, CONTRACT PRICE \$83.20 + \$5.00 SHIP)	88.2000	793.80
9	9	Y	425-5019 U of M : EACH	289.0000	2,601.00

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Sales Quote

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

Bill To

LAKE MARY, CITY OF
 165 EAST CRYSTAL LAKE AVE
 LAKE MARY, FL 32746

Ship To

LAKE MARY FLEET MAINTENANCE
 235 RINEHART RD
 LAKE MARY, FL 32746

Contact: KIM
 Telephone: 407-585-1324

Contact: FRANK CRISCI
 Telephone: 407-585-1324

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	JD PASS. SIDE BASE COMPUTER MNT INTERCEPTOR SEDAN Warehouse: INSTO 425-5483 U of M : EACH JD EXCHANGE (HAVIS/LEDKO ADAPTER INSTEAD OF CABLE DOCK Warehouse: INSTO	-51.0000	-459.00
9	9	Y	C-VS-1508-INSE U of M : EACH HAVIS CONSOLE, 23" 2013+ FORD INTERCEPTOR SEDAN Warehouse: INSTO ***** VEHICLE SPECIFIC 23" CONSOLE FOR 2013+ INTERCEPTOR SEDAN TO INCLUDE THE FOLLOWING EQUIPMENT BRKTS: 1) C-EB40-CCS-1P (CENCOM) 1) SPECIFY RADIO 1) SPECIFY RADIO AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. ***** (LIST \$375.00, CONTRACT PRICE \$217.50 + \$9.00 SHIP)	226.5000	2,038.50
9	9	Y	C-CUP2-I U of M : EACH HAVIS DUAL CUP HOLDER INTERNAL MNT Warehouse: INSTO (LIST \$42.00, CONTRACT PRICE \$24.36 + \$1.00 SHIP)	25.3600	228.24
9	9	Y	C-CB-2 U of M : EACH	103.5000	931.50

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	96884-F
Customer No.	LAKEM

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LAKE MARY, CITY OF 165 EAST CRYSTAL LAKE AVE LAKE MARY, FL 32746

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/31/12	UPS GROUND OR TRUCK	FOB DESTINATION	9 SEDAN INTERCEPTOR	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
STU COX	STU COX	FRANK CRISCI			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	HAV COMBO BOX W/PADDED ARMREST TOP Warehouse: INSTO (LIST \$175.00, CONTRACT PRICE \$101.50 + \$2.00 SHIP) CCSRN32 U of M : EACH WHELEN CENCOM SAPPHIRE SIREN/PA/CONTROL SYSTEM Warehouse: INSTO SAME AS "CCSRN3" EXCEPT WITH 3-POSITION PROGRESSIVE PUSH BUTTON SWITCHES INSTEAD OF SLIDE SWITCH. INCLUDES AMPLIFIER, CONTROLLER, MIC & CABLES QUOTE FOR EQUIPMENT & INSTALLATION (9 SEDAN INTERCEPTORS) PER TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC PRICES MEET OR EXCEED CONTRACT DISCOUNT LEVELS (AMENDED 10/12) WHELEN - 46.5% OFF LIST (PLUS SHIPPING) ABLE 2 - 35.0 % OFF LIST (SHIPPING INCLUDED) STREAMLIGHT - 30% OFF LIST (SHIPPING INCLUDED) PRO-GARD - 35.0 % OFF LIST (PLUS SHIPPING)...FREIGHT EST. GAMBER JOHNSON - 32.0 % OFF LIST (PLUS SHIPPING)...FREIGHT EST. SOUND OFF - 35% OFF LIST (SHIPPING INCLUDED) SETINA - 35.0% OFF LIST (PLUS SHIPPING)...FREIGHT EST. HAVIS - 42.0% OFF LIST (PLUS SHIPPING)...FREIGHT EST. INSTALL - \$65/HOUR	499.0000	4,491.00
			Approved By: _____		
			<input type="checkbox"/> Approve All Items & Quantities		

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Subtotal	67,857.03
Freight	0.00
Order Total	67,857.03

Blue and Grey Trailer

Blue and Grey Trailer MFG.
2341 Celery Ave.
Sanford, Florida 32771
Phone: 407-323-3547

Lake Mary Parks and Rec.
Attn: Frank (Fleet Supervisor)
Phone 407-585-1384
Fax: 407-585-1383

November 15, 2012

QUOTE

Custom 16' x 7' Trailer (Bed Length x Bed Width)

4" Channel Main Frame
5" Channel Tongue 4' 6" Long 2 5/16" Coupler with Safety Chains
3" Channel Cross Members (placed every 2')
2' Expanded Metal Sides
1/8" Diamond Plate Steel Deck
10,400 lb Capacity 4" Drop Axles
Brakes on both axels
1" x 2" Tube Framed Expanded Metal Gate
Tandem Axel Fenders (Tear Drop Style)
Protected LED Lights
7000 lb Drop Leg Jack
Tires: ST 255/75D15D (6 Hole White Spoke Rim)
2 Weed Eater Racks (3 Positions, 1 per side)
2 Back Pack Blower Racks
2 Shovel Racks (1 rack per side with 4 positions per rack)
Gorilla Assist on Gate
2' x 2' x 7' Expanded Metal Box (across front)
Primed and Painted Complete Color: Black
Spare Tire
Meets DOT Requirements

No Tax. Tax Number On file

Sub Total: \$7000.00
Tax: \$ 0.00
Total: \$7000.00

Thank you,
John Ripley

2013 Brutus Roller

Parks



BRUTUS ROLLER LLC
309 NORTH WILLOW STREET
TRENTON, NJ 08618

Quote

Date	Quote #
11/26/2012	10

Name / Address
CITY OF LAKE MARY ATTN: FRANK-FLEET MAINT. 235 RINEHART ROAD LAKE MARY, FL 32746 USA

Ship To
CITY OF LAKE MARY ATTN: FRANK-FLEET MAINT. 235 RINEHART ROAD LAKE MARY, FL 32746 USA

Terms	Rep	Account #	FOB	Project
Due on receipt				

Item Code	Description	Qty	U/M	U/M	Total
AR-5H	1/2 TON RIDE ON ROLLER w/ 5.5hp HONDA	1	EA		8,000.00
FREIGHT C...	FREIGHT CHARGE				350.00
Price valid for delivery before 12/31/2012					

Thank you for your business.	Subtotal	\$0.00
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Phone #	E-mail
609-393-0007	customerservice@brutusroller.com
Fax #	Web Site
609-393-4448	www.brutusroller.com

Sales Tax (0.0%)	\$8,350.00
Total	\$8,350.00

2013 Toro Workman MD Utility Vehicle

Parks



2101 Cantu Court, Sarasota Florida 34232-6242
Phone: (941) 377-6777 Fax: (941) 379-9635

300 Technology Park, Lake Mary Florida 32746
Phone: (407) 333-3600 Fax: (407) 732-5029

2037-17 Commonwealth Avenue, Jacksonville, FL 32220
Phone: (904) 783-0500 Fax: (904) 783-2835

City of Lake Mary
Kathy Gehr
235 Rinehart Road
Lake Mary, FL 32746

Please note: All pricing is valid for thirty (30) days

REFERENCE: STATE CONTRACT #760-000-10-1

Quote #12-1127 WM MD Carb

November 27, 2012

Qty.	Model	Description	TORO MSRP	Disc	State Cont. Price	Extended Price
------	-------	-------------	-----------	------	-------------------	----------------

Workman MD CARB

1	07279	Workman MD CARB	\$9,477.00		\$7,486.83	\$ 7,486.83
1	07381	MD/MDX Electric Cargo Bed Lift Kit,	\$640.00		\$505.60	\$ 505.60
Total Price for 1 Unit(s)						\$ 7,992.43

Terms: Net 30

Equipment Total \$ 7,992.43
 State Sales Tax (6% + 1% County Surtax) Tax Exempt
Total \$ 7,992.43

Please indicate your acceptance of this quote as an order by signing below and returning via fax to Wesco Turf, Inc. at 866-348-9981 or 407-732-5039. Please include your preference for Height of Cut where applicable.

_____ Date
 Kathy Gehr
 City of Lake Mary

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a one-year limited warranty.

The preceding pricing is good for 30 days, not including Florida Sales Tax, after which time new pricing would have to be submitted. Also included in the pricing is training as needed for your Service Technicians. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes, if any.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Jerry Adams
 Jerry Adams
 Territory Manager
 Sports Fields & Grounds Division
 Lake Mary
 jerry.adams@wescoturf.com



2013 Toro Groundsmaster 3500-D

&

2013 Toro Groundsmaster 3280-D

&

2013 Toro Sand Pro 5040

Parks



2101 Canal Court, Sarasota Florida 34232-6242
Phone: (941) 377-6777 Fax: (941) 379-9038

300 TechnoPark Plaza, Lake Mary Florida 32746
Phone: (407) 333-3600 Fax: (407) 332-9279

1037 37 Commonwealth Avenue, Jacksonville, FL 32220
Phone: (904) 813-0000 Fax: (904) 783-3935

City of Lake Mary
Kathy Gehr
235 Rinehart Road
Lake Mary, FL 32746

Please note: All pricing is valid for thirty (30) days

REFERENCE: STATE CONTRACT #760-000-10-1

Quote #12-1126 Equipment Package

November 26, 2012

Qty.	Model	Description	TORO MSRP	Disc	State Cont. Price	Extended Price
Groundsmaster 3500-D - Includes Seat & Armrests						
1	30839	Groundsmaster 3500-D - Includes S	\$39,789.00		\$31,433.31	\$ 31,433.31
3	104-5168	Roller Scraper Kit (order 1 per deck	\$85.61		\$85.61	\$ 256.83
1	30358	Bimini Canvas Sunshade	\$217.00		\$171.43	\$ 171.43
1	30058	MVP KIT-GM3500D/3505D - 400 H.	\$101.31		\$101.31	\$ 101.31
Total Price for 1 Unit(s)						\$ 31,962.88
Groundsmaster 3280-D 4WD - 50lb Rear Weight Standard						
1	30345	Groundsmaster 3280-D 4WD - 50lb	\$20,809.00		\$16,439.11	\$ 16,439.11
1	30366	60" Side Discharge Deck	\$4,454.00		\$3,518.66	\$ 3,518.66
1	30312	Mechanical Seat Suspension	\$457.00		\$361.03	\$ 361.03
1	30398	Milco Seat	\$427.00		\$337.33	\$ 337.33
1	30707	Armrest	\$164.00		\$129.56	\$ 129.56
1	30051	MVP KIT-GM3280D - 400 Hour Mai	\$65.92		\$65.92	\$ 65.92
Total Price for 1 Unit(s)						\$ 20,851.61
Sand Pro / Infield Pro 5040						
1	08705	Sand Pro / Infield Pro 5040	\$18,530.00		\$14,638.70	\$ 14,638.70
1	08712	Front Lift Frame ASM	\$1,664.00		\$1,314.56	\$ 1,314.56
1	08713	Flex Blade	\$944.00		\$745.76	\$ 745.76
1	TSGL650T7-C	Rahn QAS Groomer w/ HD Scarifier	\$2,970.00		\$2,970.00	\$ 2,970.00
1	30035	MVP KIT-SAND PRO (3040/5040) -	\$101.90		\$101.90	\$ 101.90
Total Price for 1 Unit(s)						\$ 19,770.92
Workman HD ACG						
1	07369	Workman HD ACG	\$20,836.00		\$16,460.44	\$ 16,460.44
Total Price for 1 Unit(s)						\$ 16,460.44

Terms: Net 30

Equipment Total \$ 89,045.85

Please indicate your acceptance of this quote as an order by signing below and returning via fax to Wesco Turf, Inc. at 866-348-9981 or 407-732-5039. Please include your preference for Height of Cut where applicable.

Kathy Gehr Date

City of Lake Mary
The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a one-year limited warranty.

The preceding pricing is good for 30 days, not including Florida Sales Tax, after which time new pricing would have to be submitted. Also included in the pricing is training as needed for your Service Technicians. Time of delivery may vary, please check when placing order. All payments are subject to state and local taxes, if any.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Jerry Adams

Jerry Adams
Territory Manager
Sports Fields & Grounds Division
Lake Mary
jerry.adams@wescoturf.com 407-467-2067



CITY MANAGER'S REPORT

DATE: December 6, 2012
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Election of Deputy Mayor

In accordance with Section 4.04 of the City's Charter, the City Commission, by a majority vote, shall elect from among its membership a Deputy Mayor. While the Charter does not specify when or how often, it was normally done on a yearly basis, although that wasn't the case the last couple of years. At the Strategic Planning Session held on February 3, 2004, it was the consensus of the Commission for the Mayor to nominate a Deputy Mayor for the Commission to vote on.

The Deputy Mayor shall serve as Mayor during the absence or disability of the Mayor. Additionally, if a vacancy in the office of Mayor occurs, the Deputy Mayor shall serve as Mayor until the next regular election, at which time a Mayor shall be elected to complete the original unexpired term. I have included a list of when previous Deputy Mayors were appointed.

RECOMMENDATION:

The Commission elect a Deputy Mayor.

ELECTED DEPUTY MAYOR**NAME**

12/5/96

Commissioner Duryea

12/4/97

Commissioner Brender

11/19/98

Former Mayor Greene

11/4/99

Former Mayor Greene

11/16/00

Former Commissioner Crump

3/1/01

Commissioner Brender

12/5/01

Former Commissioner McLean

2/6/03

Former Commissioner Jernigan

2/5/04

Former Commissioner McLean

2/17/05

Former Commissioner Jernigan

1/19/06

Former Commissioner McLean

11/30/06

Commissioner Duryea

2/21/08

Commissioner Brender

2/19/09

Commissioner Brender

3/18/10

Commissioner Brender



MEMORANDUM

DATE: December 6, 2012
TO: City Commission
FROM: Carol Foster, City Clerk
VIA: Jackie Sova, City Manager
SUBJECT: Annual Appointments to Advisory Boards

The terms of the following board members expire at the end of December. Everyone is interested in serving another term.

BOARD OF ADJUSTMENT
Jim Lormann
Eugene Vaughn – alternate
ELDER AFFAIRS
Celia Dellamonte
Sharon Blanchard
HISTORICAL COMMISSION
Cora Rice
Delores Lash
PARKS & RECREATION
Thomas Lackey
Lynette Swinski
James Buck
PLANNING & ZONING
Colleen Taylor
Sean Fitzgerald, Alternate
Firefighters Pension
Jeffrey Koltun (5 th Member)

In accordance with State Statutes, the other members on the Firefighter's Pension Board voted to reappoint Mr. Koltun and as a ministerial duty, you shall appoint him.

RECOMMENDATION:

The Commission make annual reappointments.